



## Agenda for Board of Trustees Meeting Tornillo Independent School District

**Meeting Date:** Wednesday, August 27, 2025

**Meeting Type:** Regular

**Meeting Time:** 5:30 PM

**Meeting Location:** W.E. Neill Service Center, 19210 Cobb, Tornillo, TX 79853

### Disclaimer

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

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

**All voting will be done in open session.**

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

1. **(OTHER) First Order of Business**  
Ms. Marlene Bullard, Board President
  - A. Establish a quorum and call the meeting to order
  - B. Pledge of Allegiance to the United States
  - C. District Mission and Vision
2. **(OTHER) Superintendent's Report**  
Mrs. Rosa Vega-Barrio, Superintendent
3. **(OTHER) District Recognitions**
  - A. "Do Your Best" Staff Recognitions - District Leadership  
Mrs. Rosa Vega-Barrio, Superintendent
  - B. "Do Your Best" Student Recognition - Erick G. Alvidrez  
Mrs. Rosa Vega-Barrio, Superintendent
  - C. Region 19 Teacher of the Year - Brenda Carrillo  
Mrs. Rosa Vega-Barrio, Superintendent
4. **(OTHER) Open Forum**  
Ms. Marlene Bullard, Board President
5. **Lone Star Governance**
  - A. Early College High School Updates 4  
Mrs. Elizabeth Otero, THS Assistant Principal
  - B. (Accountability 1) Review Board's Time Use Tracker 5  
Ms. Marlene Bullard, Board President
6. **(ADVOCACY) Community Engagement on Student Outcome Goals**  
Ms. Marlene Bullard, Board President
7. **(VISION Y) Information / Reports / Presentations**
  - A. Financial Reports-Information Only 1

	Mr. Luis M. Guerra, Director of Finance	
8.	<b>(VISION Y) Board Items</b>	
A.	Consider Approval of the Officer of the Governor Cybersecurity Grant Resolution Mr. Carlos Garcia, Technology Director	28
B.	Discussion and Possible Action Regarding Update to EFB (LOCAL) (1st Reading) Mrs. Rosa Vega-Barrio, Superintendent	31
C.	Discussion and Possible Action for El Paso Central Appraisal District Board of Directors Nominee Ms. Marlene Bullard, Board President	39
D.	Consider Approval of SB 12 Resolution Mrs. Rosa Vega-Barrio, Superintendent	44
9.	<b>(STRUCTURE) Consent Agenda</b>	
	(All items on the Consent Agenda shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration)	
A.	Consider Approval of Minutes from Previous Meetings:	
1.	Regular Board Meeting Minutes - July 30, 2025	48
2.	Special Board Meeting Minutes - August 18, 2025	53
B.	Purchases > \$25,000 threshold - Authorization	
1.	Consider Approval to Purchase Edgenuity Mr. Alejandro Olvera, THS Principal	56
2.	Consider Approval to Purchase Frontline for 2025-2026 Fiscal Year Mr. Luis M. Guerra, Director of Finance	59
C.	Consider Approval of 2025-2026 Texas Student Data Systems (TSDS) MOU with Region 19 Mr. Carlos Garcia, Technology Director	61
D.	Consider Approval of Donations Mr. Carlos Garcia, Technology Director	64
E.	Consider Approval of 2025-2026 Interlocal Agreement for the Establishment and Operation of El Paso County Juvenile Alternative Education Program Pursuant to Chapter 37 of the Texas Education Code Mrs. Rosa Vega-Barrio, Superintendent	68
F.	Consider Approval of MOU between Tornillo Early College High School and El Paso Community College Mrs. Elizabeth Otero, THS Assistant Principal	189
G.	Consider Approval of 2025-2026 Meals for Children in Head Start Program Ms. Norma Aguirre, District CNS Manager	202
H.	Consider Approval of 2025-2026 Meals for Adults in Head Start Program Ms. Norma Aguirre, District CNS Manager	207
I.	Consider Approval of Adult Meal Price for 2025-2026 Ms. Norma Aguirre, District CNS Manager	209
J.	Consider Approval of the Property, Casualty, and Auto Liability Insurance for the 2025-2026 Fiscal Year Mr. Luis M. Guerra, Director of Finance	211
K.	Consider Approval of Budget Amendments Mr. Luis M. Guerra, Director of Finance	244
L.	Consider Approval of Board Resolution Extending Depository Contract for Funds Mr. Luis M. Guerra, Director of Finance	246
M.	Consider Approval of Worker Compensation Insurance for 2025-2026 Ms. Lizeth Carroll, HR / Compliance Director	248
N.	Consider Approval of Unemployment Insurance for 2025-2026 Ms. Lizeth Carroll, HR / Compliance Director	251
O.	Consider Approval of Cell Phone Policy FNCE (LOCAL) (2nd Reading) Ms. Lizeth Carroll, HR / Compliance Director	259
P.	Consider Approval of 2025-2026 District Improvement Plan Ms. Lizeth Carroll, HR / Compliance Director	263
Q.	Consider Approval of Contracts for Providers of Special Education Related Services and Attorney Retainment Ms. Marisela Ramos, District Diagnostician/SPED/504 Coordinator	322
R.	Consider Approval of Updated Regular Board Meeting Dates for 2025-2026 Mrs. Rosa Vega-Barrio, Superintendent	322

- S. Consider Approval of Disposal and Sale of Outdated Instructional Material  
Mrs. Loretta Aguilar, Instructional Specialist - Technology
10. **Next Meeting Tentative Date:** October 1, 2025

**Adjournment of the Meeting**



Rosa Vega-Barrio  
Superintendent of Schools



***Tornillo High School***

430 D. Oil Mill Ave.  
Tornillo, TX 79853  
Phone 915.765.3005  
Fax 915.765.3099

# MEMORANDUM

To: Members of the Board of Trustees  
From: Mrs. Elizabeth Otero, Assistant Principal THS  
Subject: ECHS Update  
Date: August 27, 2025

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## **HISTORY:**

Updated OBM Report for ECHS program

**ADMINISTRATIVE RECOMMENDATION:** This is for informational purposes.

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

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

# TIME USE TRACKER

Date: 7/30/2025

Framework	Student Outcome Minutes	The Board tracks its time invested during public authorized meetings	Other Topic Minutes
Vision & Goals		← Minutes setting student outcome goals ← Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the Monitoring Calendar	
		← Minutes setting constraints or theories of action ← Minutes receiving, discussing, and voting on Constraint Monitoring Reports according to the Monitoring Calendar	
		Minutes setting timelines, deadlines, goals, or plans on other items or outcomes → Minutes receiving reports, discussing, debating, and/or voting on other items or outcomes →	47
Progress & Accountability	1	← Minutes performing Board self-evaluations using the LSG Integrity Instrument ← Minutes evaluating the Superintendent on student outcome goals, GPMs, constraints, and CPMs	
		Minutes performing Board self-evaluations using instruments other than the LSG Integrity Instrument → Minutes evaluating the Superintendent on items other than student outcome goals, GPMs, constraints, and CPMs →	5
Systems & Processes		Minutes discussing, debating, and voting on items removed from or on the consent agenda → Time used for public comments on items not on the Board meeting agenda →	2
Advocacy & Engagement	1	← Minutes hosting two-way communication meetings on student outcome goals, constraints, or theories of action ← Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals	
		Minutes hosting all other Board led, co-led, or called community or committee meetings → Minutes for all other recognitions →	10
Synergy & Teamwork		Minutes fulfilling statutorily required public hearings, forums, and comments Minutes fulfilling statutorily required or Lone Star Governance workshops Minutes in closed session as permitted by law	38
Other		Any time spent on an activity that does not meet the conditions listed above →	3
<b>TOTALS</b>	<b>2</b>	<b>64</b>	<b>62</b>

Use For Student Outcome Minutes Percentage Calculation:

2

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64

× 100 =

3

% Student Outcome Minutes



## **FINANCIAL REPORTS**

**FOR THE MONTH ENDING JULY, 2025**

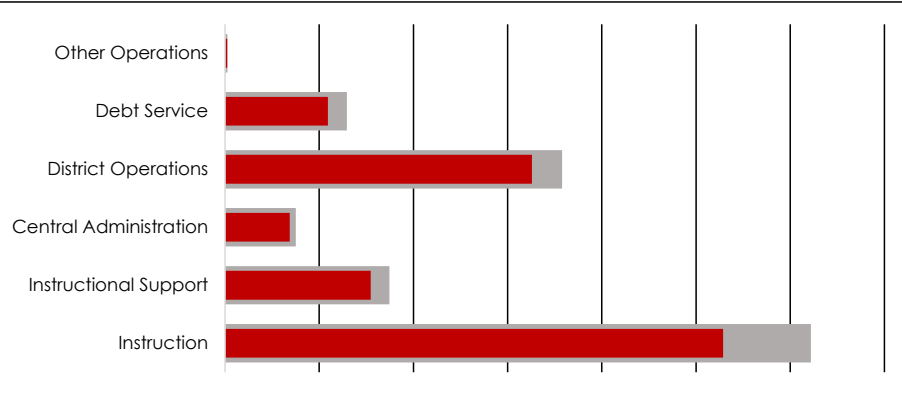
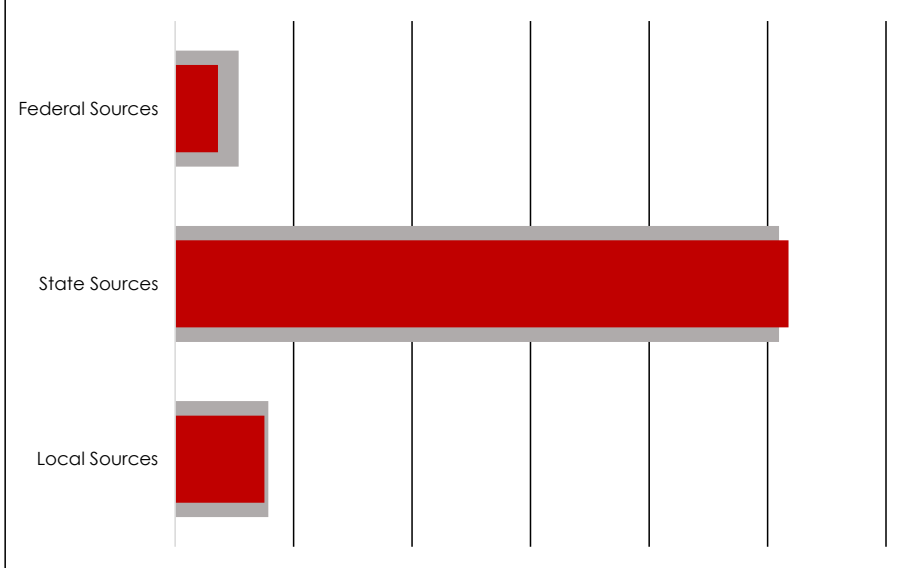
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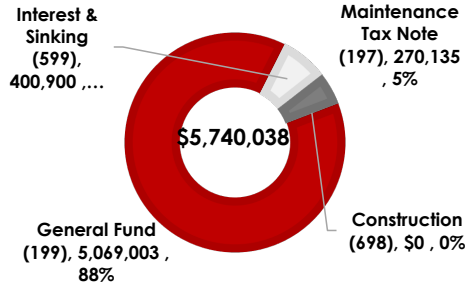
**TORNILLO INDEPENDENT SCHOOL DISTRICT  
BOARD FINANCIAL REPORT SUMMARY  
As of July 31, 2025**

**Board Adopted Revenue and Expenditures**

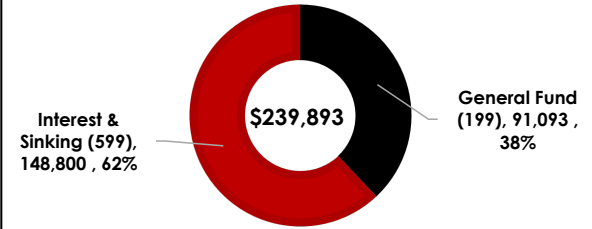


**Banking and Investment Pools**

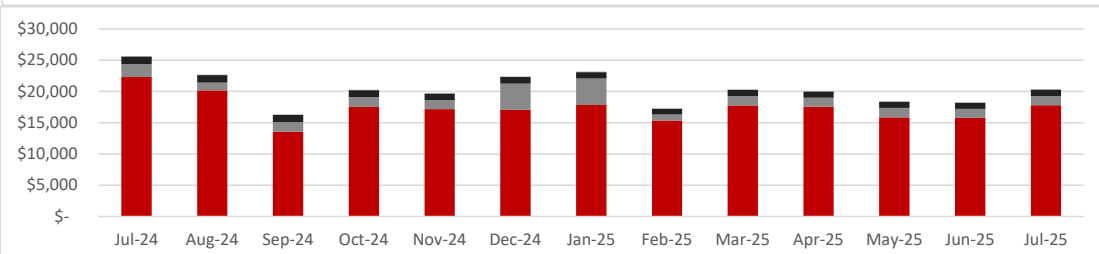
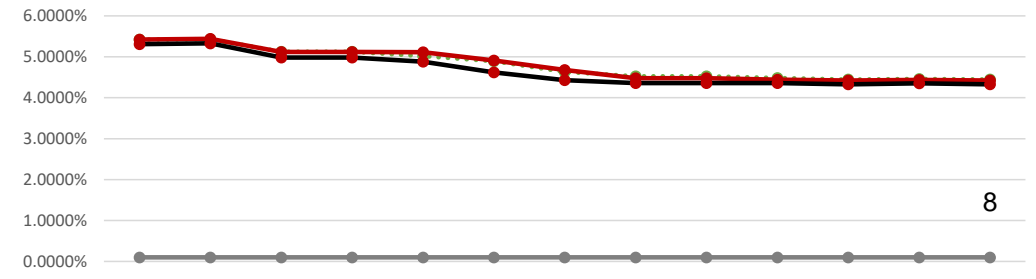
**LONE STAR INVESTMENTS**



**WESTSTAR BANK**

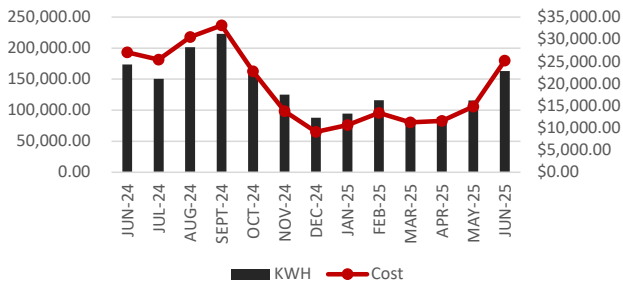


**Investment Rate and Interest Revenue Trends**

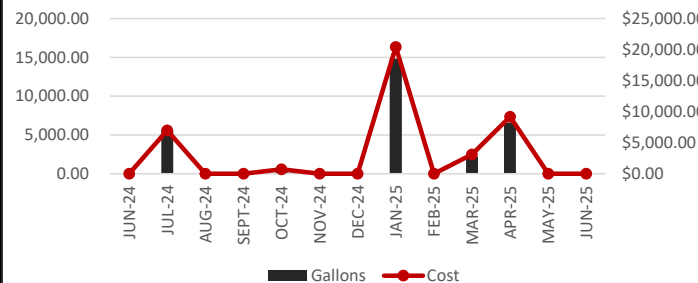


**Utilities**

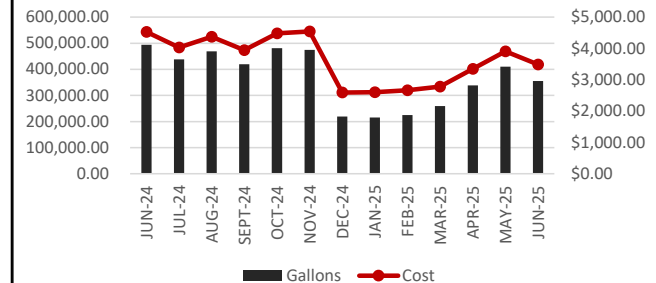
**ELECTRICITY**



**PROPANE**



**WATER**

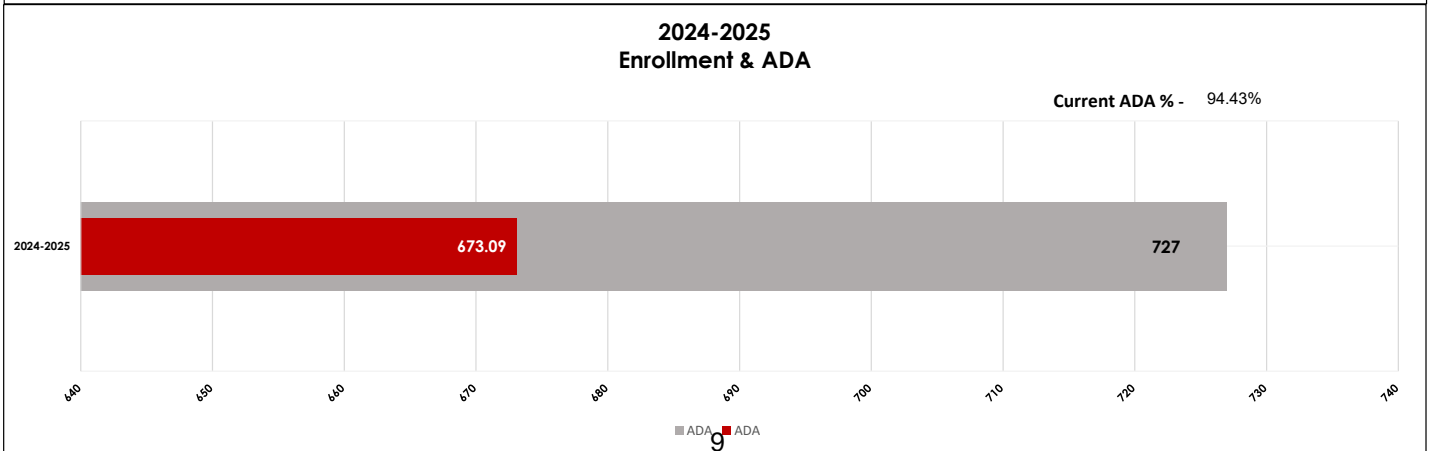
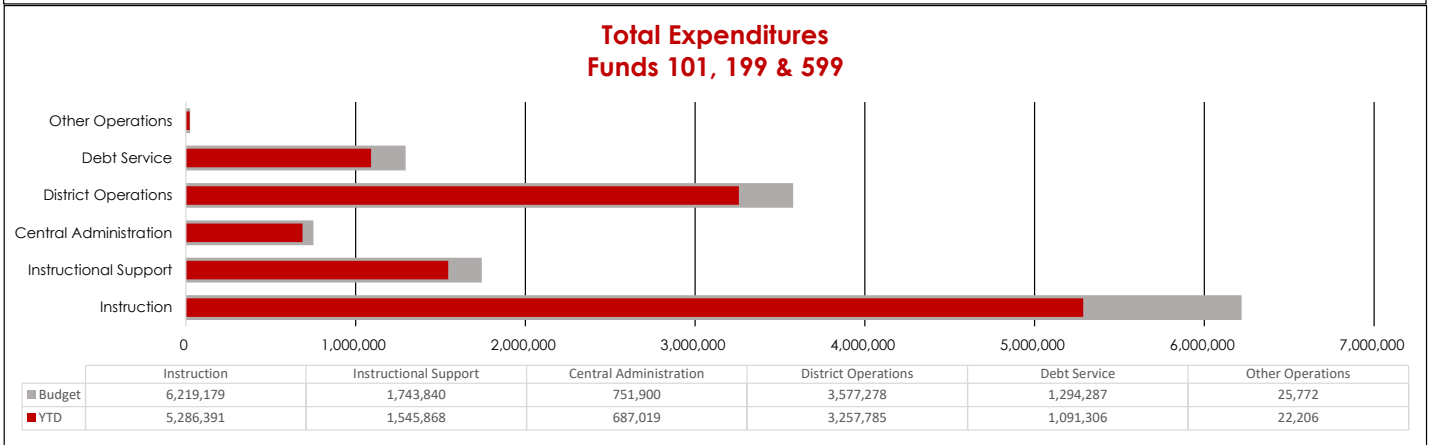
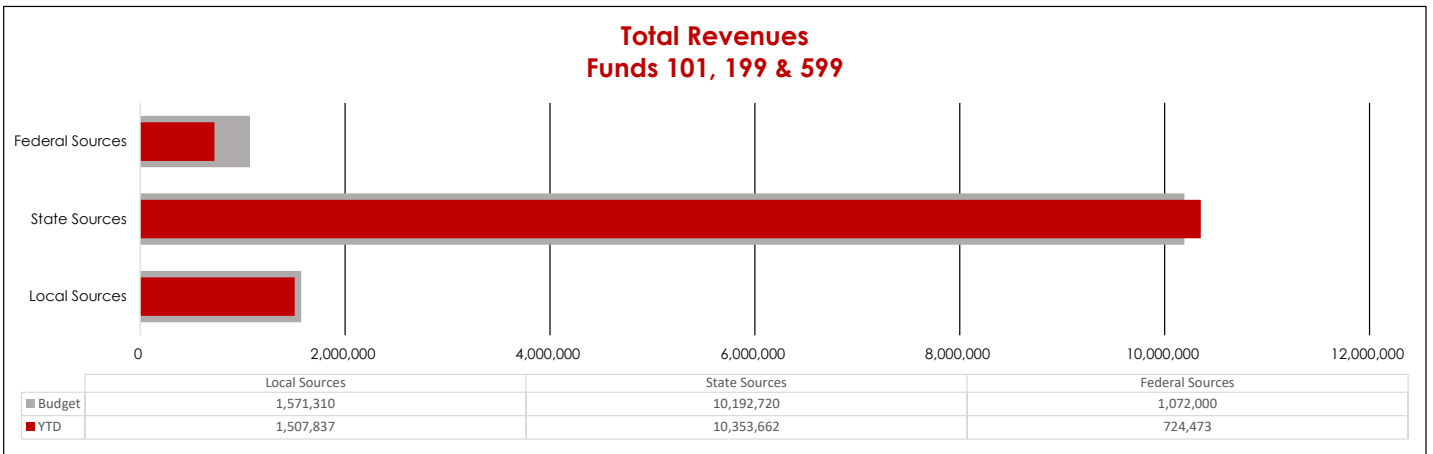


# TORNILLO INDEPENDENT SCHOOL DISTRICT

## Revenues & Expenditures

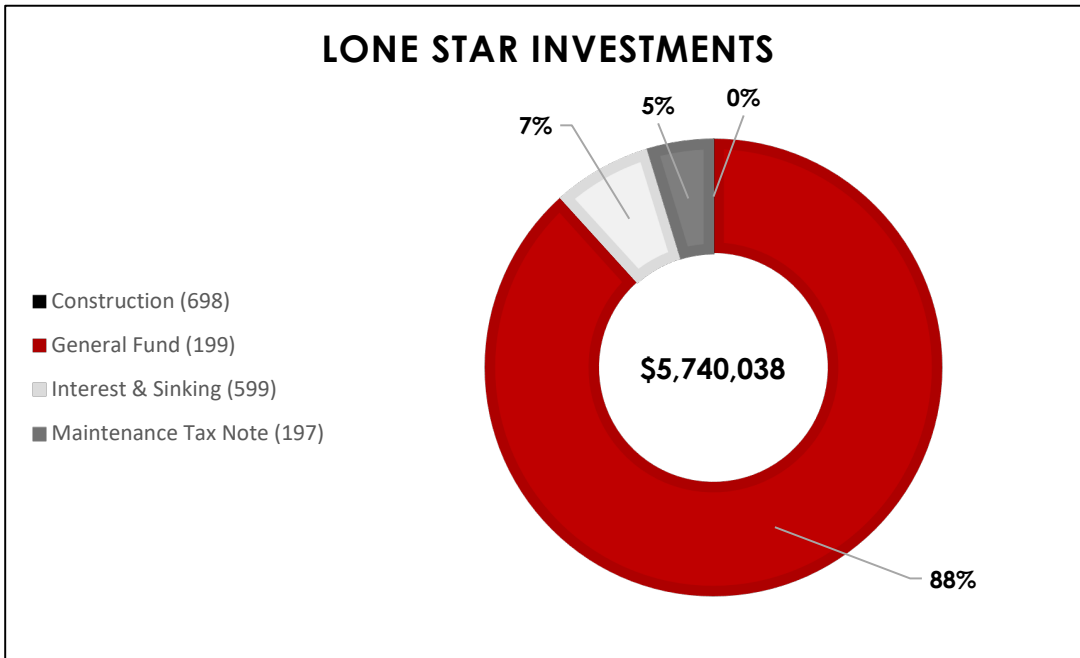
As of July 31, 2025

REVENUES	Fund 101 - CNS			Fund 199 - General Fund			Fund 599 - Debt Service			Total		
	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining
Local Sources	63,000	129,377	(66,377)	999,200	906,550	92,650	509,110	471,910	37,200	1,571,310	1,507,837	63,473
State Sources	3,000	2,568	432	9,420,968	9,592,978	(172,010)	768,752	758,115	10,637	10,192,720	10,353,662	(160,942)
Federal Sources	792,000	589,892	202,108	280,000	134,582	145,418	0	0	0	1,072,000	724,473	347,527
<b>Total Revenue:</b>	<b>858,000</b>	<b>721,837</b>	<b>136,163</b>	<b>10,700,168</b>	<b>10,634,110</b>	<b>66,058</b>	<b>1,277,862</b>	<b>1,230,025</b>	<b>47,837</b>	<b>12,836,030</b>	<b>12,585,972</b>	<b>250,058</b>
<b>EXPENSES</b>												
Instruction	0	0	0	6,219,179	5,286,391	932,788	0	0	0	6,219,179	5,286,391	932,788
Instructional Support	0	0	0	1,743,840	1,545,868	197,972	0	0	0	1,743,840	1,545,868	197,972
Central Administration	0	0	0	751,900	687,019	64,881	0	0	0	751,900	687,019	64,881
District Operations	858,000	780,660	77,340	2,719,278	2,477,125	242,153	0	0	0	3,577,278	3,257,785	319,493
Debt Service	0	0	0	3,000	0	3,000	1,291,287	1,091,306	199,981	1,294,287	1,091,306	202,981
Other Operations	0	0	0	25,772	22,206	3,566	0	0	0	25,772	22,206	3,566
<b>Total Expenses:</b>	<b>858,000</b>	<b>780,660</b>	<b>77,340</b>	<b>11,462,969</b>	<b>10,018,609</b>	<b>1,444,360</b>	<b>1,291,287</b>	<b>1,091,306</b>	<b>199,981</b>	<b>13,612,256</b>	<b>11,890,575</b>	<b>1,721,682</b>

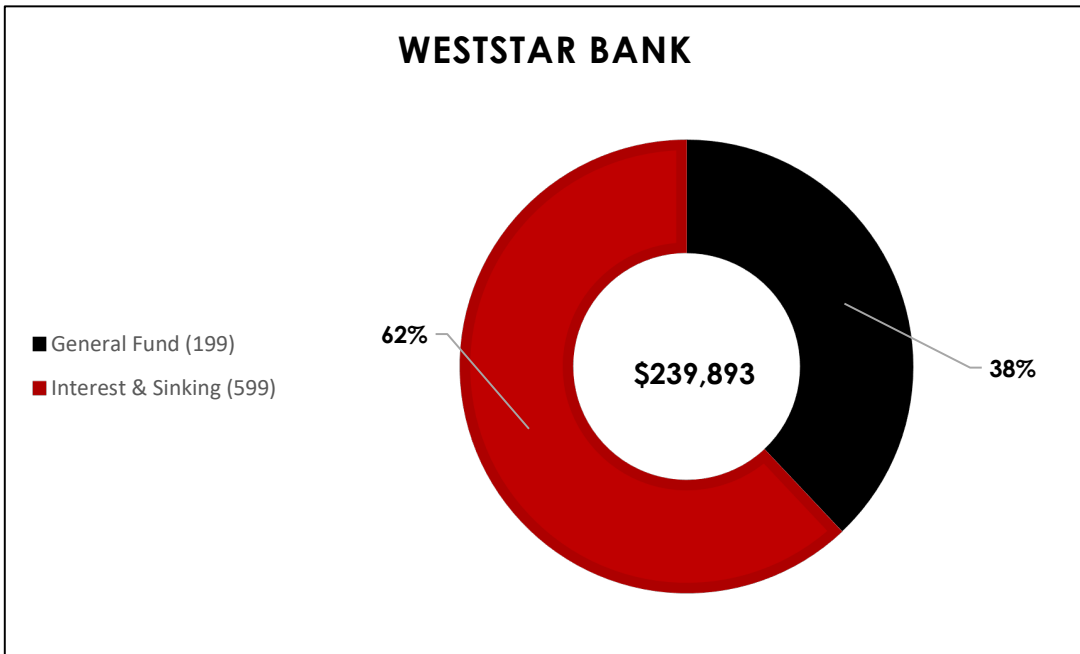


# TORNILLO INDEPENDENT SCHOOL DISTRICT

As of July 31, 2025



Account	Beg. Bal.	End. Bal.	Change
Construction (698)	\$0	\$0	\$0
General Fund (199)	4,935,929	5,069,003	133,074
Interest & Sinking (599)	399,402	400,900	1,498
Maintenance Tax Note (197)	269,125	270,135	1,010
<b>Lone Star Investment Pool</b>	<b>\$5,604,456</b>	<b>\$5,740,038</b>	<b>\$135,582</b>



Account	Beg. Bal.	End. Bal.	Change
General Fund (199)	162,021	91,093	(70,928)
Interest & Sinking (599)	148,788	148,800	13
<b>WestStar Bank</b>	<b>\$310,809</b>	<b>\$239,893</b>	<b>(\$70,916)</b>

# TORNILLO INDEPENDENT SCHOOL DISTRICT

## GENERAL FUND - CASH FLOW

As of July 31, 2025

Beginning Balance \$ 162,021

Day	Taxes	Deposits	Interest	Transfers	IRS	TRS	Payroll	Checks Cleared	Fees	Balance
01								(391)		\$ 161,631
02								(1,491)		\$ 160,140
03				200,000		(99,872)		(5,520)		\$ 254,748
04										\$ 254,748
05										\$ 254,748
06										\$ 254,748
07								(104,044)		\$ 150,704
08								(106)		\$ 150,598
09		2,851						(8,036)		\$ 145,413
10								(1,084)		\$ 144,330
11				300,000			(248,269)			\$ 196,061
12										\$ 196,061
13										\$ 196,061
14						(40,973)		(2,978)		\$ 152,110
15					(29,037)		(1,700)	(1,504)	(428)	\$ 119,441
16										\$ 119,441
17								(12,362)		\$ 107,079
18								(18,564)		\$ 88,515
19										\$ 88,515
20										\$ 88,515
21		2,619						(13,471)		\$ 77,663
22								(35,039)		\$ 42,624
23		4						(5,062)		\$ 37,566
24				100,000				(4,753)		\$ 132,813
25		349						(9,951)		\$ 123,210
26										\$ 123,210
27										\$ 123,210
28								(33,719)		\$ 89,491
29				300,000			(246,946)	(1,142)		\$ 141,403
30								(4,512)		\$ 136,892
31			12		(28,973)		(1,700)	(15,138)		\$ 91,093
Ending Balance									\$	91,093

# Tornillo Independent School District

## Monthly Summary of Investments As of July 31, 2025

Fnd-Obj	ACCOUNT NAME	BEGINNING BALANCE	DEPOSITS	CHECKS	INTEREST	ENDING BALANCE	INTEREST RATE
		7/1/2025				7/31/2025	
199-1110	General Operating	\$ 162,021.40	905,822.94	976,763.24	12.06	\$ 91,093.16	0.10%
197-1107	Maintenance Tax Note	\$ 269,125.40	0.00	0.00	1,009.67	\$ 270,135.07	4.4208%
199-1107	Lone Star Inv. Pool#1	\$ 4,935,928.52	1,015,287.86	900,000.00	17,786.22	\$ 5,069,002.60	4.4208%
599-1110	Interest and Sinking	\$ 148,787.69	0.00	0.00	12.64	\$ 148,800.33	0.10%
599-1107	Lone Star Inv. Pool/Int.&Sinking	\$ 399,399.83	0.00	0.00	1,498.42	\$ 400,898.25	4.4208%
599-1107	Lone Star Inv. Pool/I&S Government	\$ 2.00	0.00	0.00	0.01	\$ 2.01	4.3270%

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**Statement of Compliance:**

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

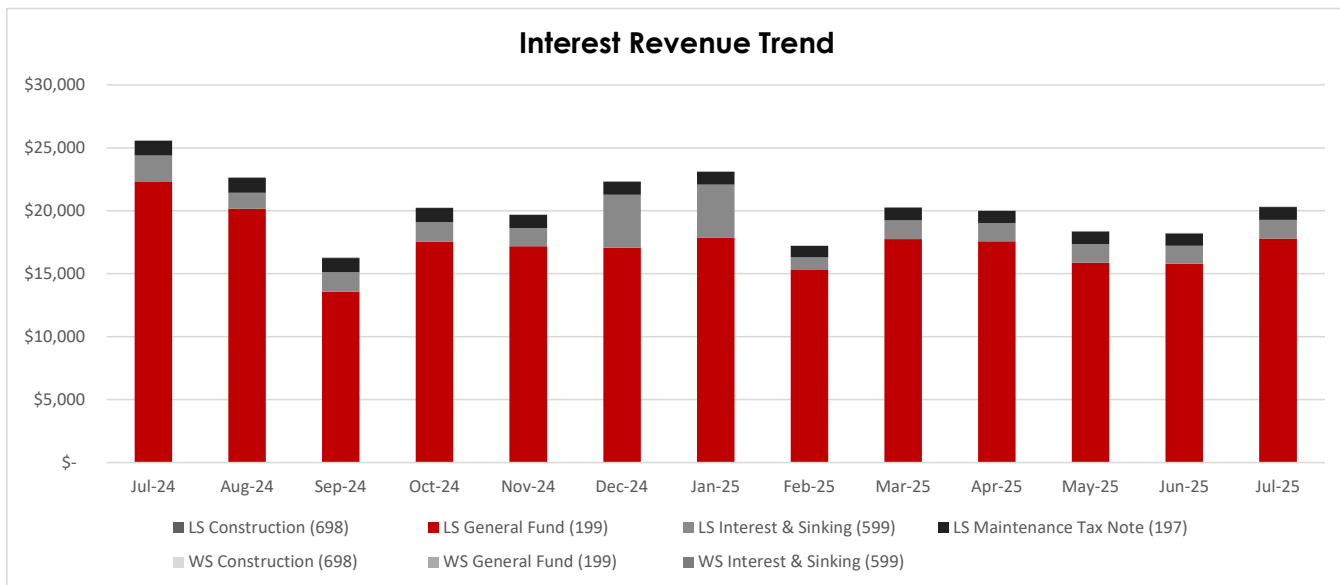
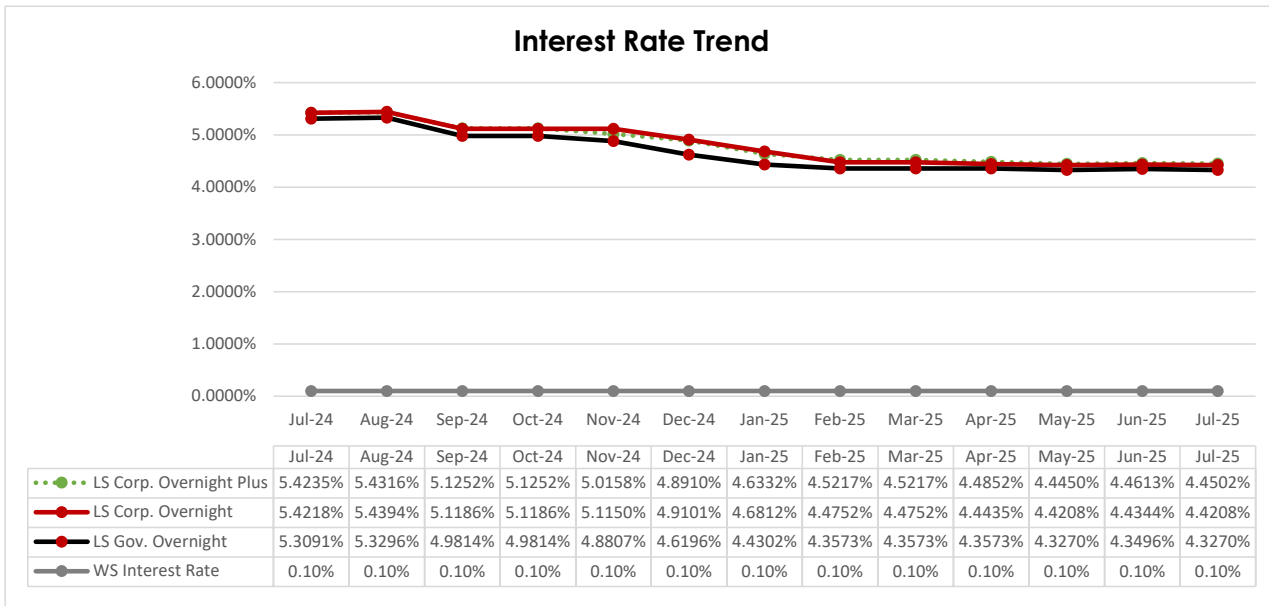
*Luis Guerra*

Luis Guerra, Director of Finance



# TORNILLO INDEPENDENT SCHOOL DISTRICT

## INTEREST RATE TRENDS



Participant #: 71908

**Lone Star™ July 2025**  
Investment Pool **Monthly Statement**

Statement Period: 07/01/2025 to 07/31/2025

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



**Summary of Portfolio Holdings**

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
General Fund	Corporate Overnight Fund	5,069,002.60	1.00	5,069,002.60	88.31%
<b>Totals:</b>				<b>5,069,002.60</b>	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Interest & Sinking Account	Corporate Overnight Fund	400,898.25	1.00	400,898.25	6.98%
	Government Overnight Fund	2.01	1.00	2.01	0.00%
<b>Totals:</b>				<b>400,900.26</b>	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Maintenance Tax Note 2008 - Fund 197	Corporate Overnight Fund	270,135.07	1.00	270,135.07	4.71%
<b>Totals:</b>				<b>270,135.07</b>	

**Totals**

Fund	Yield	Share Quantity	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	4.42 %	5,740,035.92	1.00	5,740,035.92	100.00 %
Government Overnight Fund	0.00 %	2.01	1.00	2.01	0.00 %
Corporate Overnight Plus Fund	0.00 %	0.00	1.00	0.00	0.00 %
<b>Total Value:</b>				<b>5,740,037.93</b>	<b>100.00 %</b>

**Portfolio Transactions**

**General Fund - Corporate Overnight Fund**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2025	Starting Balance	4,935,928.52			4,935,928.52
07/03/2025	Withdrawal	4,735,928.52	-200,000.00	1.00	-200,000.00
07/11/2025	Withdrawal	4,435,928.52	-300,000.00	1.00	-300,000.00
07/18/2025	Deposit	4,520,763.02	84,834.50	1.00	84,834.50
07/18/2025	Deposit	4,526,833.38	6,070.36	1.00	6,070.36
07/24/2025	Withdrawal	4,426,833.38 <sup>14</sup>	-100,000.00	1.00	-100,000.00
07/25/2025	Deposit	5,351,216.38	924,383.00	1.00	924,383.00

**General Fund - Corporate Overnight Fund (Continued)**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/29/2025	Withdrawal	5,051,216.38	-300,000.00	1.00	-300,000.00
07/31/2025	Interest	5,069,002.60	17,786.22	1.00	17,786.22
07/31/2025	Ending Balance	5,069,002.60			5,069,002.60

**Interest & Sinking Account - Corporate Overnight Fund**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2025	Starting Balance	399,399.83			399,399.83
07/31/2025	Interest	400,898.25	1,498.42	1.00	1,498.42
07/31/2025	Ending Balance	400,898.25			400,898.25

**Interest & Sinking Account - Government Overnight Fund**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2025	Starting Balance	2.00			2.00
07/31/2025	Interest	2.01	0.01	1.00	0.01
07/31/2025	Ending Balance	2.01			2.01

**Maintenance Tax Note 2008 - Fund 197 - Corporate Overnight Fund**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2025	Starting Balance	269,125.40			269,125.40
07/31/2025	Interest	270,135.07	1,009.67	1.00	1,009.67
07/31/2025	Ending Balance	270,135.07			270,135.07

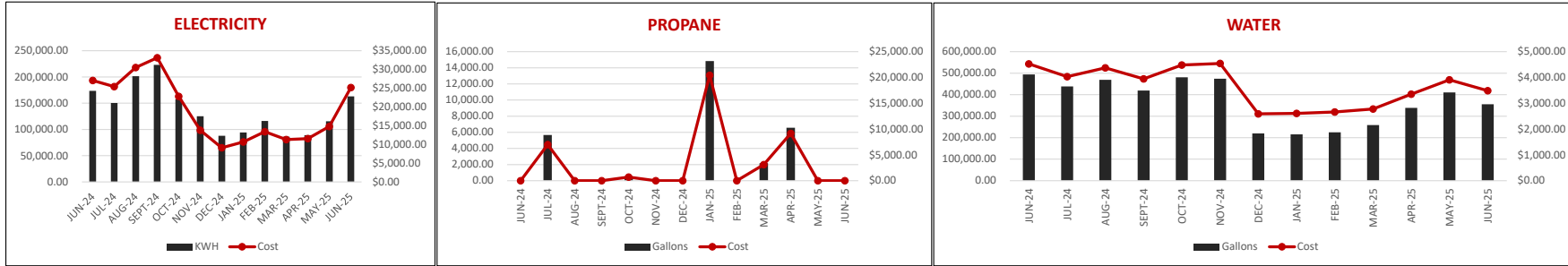
**Important Information about this statement**

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

# TORNILLO INDEPENDENT SCHOOL DISTRICT

## UTILITY USAGE AND COST

### Rolling 13 Month Comparison



Utility	JUN-24	JUL-24	AUG-24	SEPT-24	OCT-24	NOV-24	DEC-24	JAN-25	FEB-25	MAR-25	APR-25	MAY-25	JUN-25	Totals
<b>Electricity:</b>														
KWH	173,489.00	150,415.00	201,367.00	223,192.00	157,869.00	125,203.00	87,780.00	94,328.00	116,134.00	86,070.00	89,223.00	115,603.00	163,101.00	1,783,774.00
Cost	\$27,051.92	\$25,431.21	\$30,517.50	\$33,124.75	\$22,798.67	\$13,771.58	\$9,105.56	\$10,645.16	\$13,399.25	\$11,278.85	\$11,561.03	\$14,797.39	\$25,176.97	\$248,659.84
Unit Cost	\$0.16	\$0.17	\$0.15	\$0.15	\$0.14	\$0.11	\$0.10	\$0.11	\$0.12	\$0.13	\$0.13	\$0.13	\$0.15	\$0.14
<b>Propane :</b>														
Gallons	0.00	5,673.69	0.00	0.00	555.20	0.00	0.00	14,823.40	0.00	2,159.70	6,572.30	0.00	0.00	29,784.29
Cost	\$0.00	\$6,998.37	\$0.00	\$0.00	\$714.34	\$0.00	\$0.00	\$20,437.36	\$0.00	\$3,111.71	\$9,173.62	\$0.00	\$0.00	\$40,435.40
Unit cost	\$0.00	\$1.23	\$0.00	\$0.00	\$1.29	\$0.00	\$0.00	\$1.38	\$0.00	\$1.44	\$1.40	\$0.00	\$0.00	\$1.36
<b>Water:</b>														
Gallons	494,260.00	438,500.00	469,000.00	419,330.00	480,700.00	474,160.00	219,570.00	215,230.00	224,820.00	258,970.00	338,230.00	410,380.00	355,300.00	4,798,450.00
Cost	\$4,526.48	\$4,031.19	\$4,369.91	\$3,943.15	\$4,480.33	\$4,541.71	\$2,590.99	\$2,606.42	\$2,663.55	\$2,779.89	\$3,351.20	\$3,907.87	\$3,485.14	\$47,277.83
Unit cost	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01

14,823.40  
\$20,437.36

# Tornillo Independent School District

## El Paso Electric Transformer Upgrades

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

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

# TORNILLO INDEPENDENT SCHOOL DISTRICT

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## \$25K AND ABOVE PAYMENTS

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

<b>Check #</b>	<b>Amount</b>	<b>Vendor</b>	<b>Comments</b>
162841	\$27,017.33	El Paso Electric	Consisted of various invoices
162884	\$37,500.00	Project Vida Health Center	Board Approved
162902	\$30,345.54	First Financial Group	Consisted of various invoices

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

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**VendorID : WestStar Bank - 100003379**

822	07/11/2025	500033	Roberto Garcia	Issued	\$1,336.28	Employee Reimbursement Direct Deposit
823	07/11/2025	501023	Rosa Vega-Barrio	Issued	\$168.00	Employee Reimbursement Direct Deposit
824	07/18/2025	500409	Alicia Alvarado	Issued	\$169.00	Employee Reimbursement Direct Deposit
825	07/18/2025	500537	Maria Hernandez	Issued	\$169.00	Employee Reimbursement Direct Deposit
826	07/18/2025	500699	Maria Morales	Issued	\$369.00	Employee Reimbursement Direct Deposit
162795	07/11/2025	10013	Texas Department of Public Safety	Issued	\$8.00	Paper Check
162796	07/11/2025	10138	El Paso Disposal, LP	Issued	\$2,164.72	Paper Check
162797	07/11/2025	10361	Home Depot Credit Services	Issued	\$1,253.61	Paper Check
162798	07/11/2025	10592	National Restaurant Supply	Issued	\$9,100.98	Paper Check
162799	07/11/2025	10867	West Texas County Courier	Issued	\$4,194.75	Paper Check
162800	07/11/2025	20022	Citibank	Issued	\$14.44	Paper Check
162801	07/11/2025	20022	Citibank	Issued	\$495.59	Paper Check
162802	07/11/2025	20022	Citibank	Issued	\$891.60	Paper Check
162803	07/11/2025	20022	Citibank	Issued	\$7.93	Paper Check
162804	07/11/2025	20022	Citibank	Issued	\$532.02	Paper Check
162805	07/11/2025	20022	Citibank	Issued	\$1,060.77	Paper Check
162806	07/11/2025	20022	Citibank	Issued	\$375.00	Paper Check
162807	07/11/2025	20022	Citibank	Issued	\$217.02	Paper Check
162808	07/11/2025	20022	Citibank	Issued	\$495.59	Paper Check
162809	07/11/2025	20022	Citibank	Issued	\$158.79	Paper Check
162810	07/11/2025	20022	Citibank	Issued	\$375.00	Paper Check
162811	07/11/2025	20022	Citibank	Issued	\$7.93	Paper Check
162812	07/11/2025	20022	Citibank	Issued	\$39.42	Paper Check
162813	07/11/2025	20022	Citibank	Issued	\$9.09	Paper Check

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162814	07/11/2025	20215	Spectrum Paper Co, Inc.	Issued	\$63.65	Paper Check
162815	07/11/2025	20553	Bob Farley Music, Inc	Issued	\$1,857.00	Paper Check
162816	07/11/2025	20614	Lowman Consulting LLC	Issued	\$2,700.00	Paper Check
162817	07/11/2025	20750	Eichelbaum Wardell Hansen Powell & Munoz, P.C.	Issued	\$175.00	Paper Check
162818	07/11/2025	20928	Calian Corp	Issued	\$4,500.00	Paper Check
162819	07/11/2025	21027	LEAF Capital Funding LLC	Issued	\$2,520.14	Paper Check
162821	07/11/2025	20169	El Paso County Water Improvement	Issued	\$3,485.14	Paper Check
162822	07/11/2025	20471	Professional Systems, Software &	Issued	\$1,643.25	Paper Check
162823	07/11/2025	10073	Career & Technology Association Tx	Issued	\$2,495.00	Paper Check
162824	07/11/2025	501260	Claudia Beanes	Issued	\$811.70	Paper Check
162825	07/11/2025	500828	Joanna Hernandez	Issued	\$1,093.03	Paper Check
162826	07/16/2025	10073	Career & Technology Association Tx	Issued	\$1,900.00	Paper Check
162827	07/18/2025	10361	Home Depot Credit Services	Issued	\$81.94	Paper Check
162828	07/18/2025	10601	Office Depot	Issued	\$9,165.89	Paper Check
162829	07/18/2025	10616	Peter Piper Pizza	Issued	\$223.76	Paper Check
162830	07/18/2025	10630	Region 19 Education Service Center	Issued	\$199.00	Paper Check
162831	07/18/2025	10657	Segovia'S Distributing, Inc.	Issued	\$147.27	Paper Check
162832	07/18/2025	20022	Citibank	Issued	\$854.40	Paper Check
162833	07/18/2025	20039	Riddell	Issued	\$4,928.40	Paper Check
162834	07/18/2025	20206	Texas Excavation Safety System,	Issued	\$11.50	Paper Check
162835	07/18/2025	20215	Spectrum Paper Co, Inc.	Issued	\$2,786.00	Paper Check
162836	07/18/2025	20297	The Sherwin Williams Company	Issued	\$409.54	Paper Check
162837	07/18/2025	20821	Winsupply of West El Paso	Issued	\$1,768.38	Paper Check
162838	07/18/2025	20895	linde gas & equipment inc	Issued	\$57.10	Paper Check
162839	07/18/2025	20902	El paso Vacuum	Issued	\$966.45	Paper Check
162840	07/18/2025	10614	Perky Press	Issued	\$1,204.80	Paper Check

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162841	07/18/2025	10139	El Paso Electric Co.	Issued	\$27,017.33	Paper Check
162842	07/22/2025	10050	Barnes & Noble	Issued	\$1,634.40	Paper Check
162843	07/22/2025	10601	Office Depot	Issued	\$1,609.06	Paper Check
162844	07/22/2025	10630	Region 19 Education Service Center	Issued	\$4,500.00	Paper Check
162845	07/22/2025	20022	Citibank	Issued	\$120.00	Paper Check
162846	07/22/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$10.25	Paper Check
162847	07/22/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
162848	07/22/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$22.00	Paper Check
162849	07/22/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
162850	07/22/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
162851	07/22/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$10.25	Paper Check
162852	07/22/2025	20662	Citibank	Issued	\$946.04	Paper Check
162853	07/22/2025	20662	Citibank	Issued	\$427.82	Paper Check
162854	07/22/2025	20766	STEAM Investments LLC	Issued	\$2,184.00	Paper Check
162855	07/22/2025	21133	Elliott Electric Supply, Inc	Issued	\$175.40	Paper Check
162856	07/22/2025	21152	Taquizas Grill Inc	Issued	\$1,350.00	Paper Check
162857	07/31/2025	10190	Fabens Oil Co.	Issued	\$3,609.03	Paper Check
162858	07/31/2025	10361	Home Depot Credit Services	Issued	\$975.13	Paper Check
162859	07/31/2025	10870	Windstream	Issued	\$1,986.59	Paper Check
162860	07/31/2025	20022	Citibank	Issued	\$90.42	Paper Check
162861	07/31/2025	20022	Citibank	Issued	\$587.89	Paper Check
162862	07/31/2025	20022	Citibank	Issued	\$122.80	Paper Check
162863	07/31/2025	20022	Citibank	Issued	\$59.96	Paper Check
162864	07/31/2025	20022	Citibank	Issued	\$500.00	Paper Check
162865	07/31/2025	20022	Citibank	Issued	\$188.60	Paper Check
162866	07/31/2025	20022	Citibank	Issued	\$266.48	Paper Check

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162867	07/31/2025	20022	Citibank	Issued	\$567.03	Paper Check
162868	07/31/2025	20022	Citibank	Issued	\$173.23	Paper Check
162869	07/31/2025	20022	Citibank	Issued	\$142.80	Paper Check
162870	07/31/2025	20022	Citibank	Issued	\$567.03	Paper Check
162871	07/31/2025	20022	Citibank	Issued	\$693.70	Paper Check
162872	07/31/2025	20022	Citibank	Issued	\$39.51	Paper Check
162873	07/31/2025	20112	Studies Weekly	Issued	\$1,095.00	Paper Check
162874	07/31/2025	20447	Super Chef Inc.	Issued	\$2,547.25	Paper Check
162875	07/31/2025	20662	Citibank	Issued	\$321.86	Paper Check
162876	07/31/2025	20662	Citibank	Issued	\$53.94	Paper Check
162877	07/31/2025	20662	Citibank	Issued	\$300.40	Paper Check
162878	07/31/2025	20662	Citibank	Issued	\$630.29	Paper Check
162879	07/31/2025	20662	Citibank	Issued	\$654.00	Paper Check
162880	07/31/2025	20662	Citibank	Issued	\$136.83	Paper Check
162881	07/31/2025	20662	Citibank	Issued	\$77.36	Paper Check
162882	07/31/2025	21033	Carnegie Learning Inc.	Issued	\$12,000.00	Paper Check
162883	07/31/2025	21117	The EPC Museum	Issued	\$360.00	Paper Check
162884	07/31/2025	21141	Project Vida Health Center	Issued	\$37,500.00	Paper Check
162885	07/31/2025	10617	Pitneybowes	Issued	\$316.05	Paper Check
162886	07/31/2025	10190	Fabens Oil Co.	Issued	\$41.84	Paper Check
162887	07/31/2025	20022	Citibank	Issued	\$428.03	Paper Check
162888	07/31/2025	20022	Citibank	Issued	\$294.04	Paper Check
162889	07/31/2025	20022	Citibank	Issued	\$311.76	Paper Check
162890	07/31/2025	20353	Barnes and Noble Book Store	Issued	\$47.92	Paper Check
162891	07/31/2025	20662	Citibank	Issued	\$254.74	Paper Check
162892	07/31/2025	20662	Citibank	Issued	\$375.04	Paper Check

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162893	07/31/2025	20662	Citibank	Issued	\$998.46	Paper Check
162894	07/31/2025	20662	Citibank	Issued	\$36.24	Paper Check
162895	07/31/2025	20895	linde gas & equipment inc	Issued	\$55.90	Paper Check
162896	07/31/2025	10724	Texas AFT- Associate Membership Program	Issued	\$184.50	Paper Check
162897	07/31/2025	10848	United Way Of El Paso County	Issued	\$45.00	Paper Check
162898	07/31/2025	20008	Texas State Teacher Association	Issued	\$49.42	Paper Check
162899	07/31/2025	20009	Association of Texas Professional Educator	Issued	\$76.86	Paper Check
162900	07/31/2025	20009	Association of Texas Professional Educator	Issued	\$76.86	Paper Check
162901	07/31/2025	20010	LegalShield	Issued	\$93.66	Paper Check
162902	07/31/2025	20011	First Financial Group of America	Issued	\$30,345.54	Paper Check
10002563	07/11/2025	20765	Commerce Bank	Issued	\$7,262.54	ACH
10002564	07/18/2025	20765	Commerce Bank	Issued	\$9,118.79	ACH
10002565	07/22/2025	20765	Commerce Bank	Issued	\$6,429.49	ACH
10002566	07/31/2025	20765	Commerce Bank	Issued	\$4,134.40	ACH
10002567	07/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$785.00	ACH
10002568	07/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$645.80	ACH
10002569	07/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002570	07/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002571	07/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002572	07/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002573	07/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002574	07/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$785.00	ACH
10002575	07/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$645.80	ACH
10002576	07/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002577	07/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002578	07/31/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH

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200001724	07/11/2025	10105	Continental Termite & Pest Control,	Issued	\$1,130.00	Vendor Credit Card
200001725	07/11/2025	10542	La Estrella	Issued	\$958.00	Vendor Credit Card
200001726	07/11/2025	10603	Oriental Trading Co., Inc.	Issued	\$2,137.26	Vendor Credit Card
200001727	07/11/2025	10620	Positive Promotions	Issued	\$375.70	Vendor Credit Card
200001728	07/11/2025	10672	Southern Computer Warehouse	Issued	\$499.57	Vendor Credit Card
200001729	07/11/2025	10703	TASB	Issued	\$25.00	Vendor Credit Card
200001730	07/11/2025	10859	Verizon Wireless	Issued	\$192.20	Vendor Credit Card
200001731	07/11/2025	20052	DEMCO, Inc	Issued	\$1,303.96	Vendor Credit Card
200001732	07/11/2025	20257	Seidlitz Education	Issued	\$4,489.00	Vendor Credit Card
200001733	07/18/2025	20052	DEMCO, Inc	Issued	\$598.54	Vendor Credit Card
200001734	07/18/2025	20312	Service Supply	Issued	\$748.86	Vendor Credit Card
200001735	07/18/2025	20551	Southern Tire Mart, LLC	Issued	\$480.00	Vendor Credit Card
200001736	07/22/2025	10669	Sonitrol Of El Paso	Issued	\$1,932.00	Vendor Credit Card
200001737	07/22/2025	20032	Plan B Networks, Inc.	Issued	\$375.00	Vendor Credit Card
200001738	07/22/2025	20036	Johnstone Supply	Issued	\$1,409.41	Vendor Credit Card
200001739	07/31/2025	10105	Continental Termite & Pest Control,	Issued	\$475.00	Vendor Credit Card
200001740	07/31/2025	10669	Sonitrol Of El Paso	Issued	\$334.00	Vendor Credit Card
200001741	07/31/2025	10859	Verizon Wireless	Issued	\$192.19	Vendor Credit Card
200001742	07/31/2025	20199	the prophet corporation	Issued	\$199.00	Vendor Credit Card

**Total Checks:** 147  
**Total Amount:** 258,170.42

Txn ID	Post Date	Account #	Year	Bdgt Owner	Amount	Doc ID	System	Orig Doc. ID	Orig System	Vendor ID	Vendor Name	Invoice Date	Paid Date
1278798	6/18/2025	289-00-2110-02-000-00-0-00	2025	000	-375.00	200001715	AP Check	200001715	AP Check	10542	La Estrella		6/18/2025
1278816	6/18/2025	211-00-2110-02-000-00-0-00	2025	000	-601.44	200001720	AP Check	200001720	AP Check	20626	School Outfitters LLC		6/18/2025
1278814	6/18/2025	101-00-2110-02-000-00-0-00	2025	000	-487.00	200001719	AP Check	200001719	AP Check	20312	Service Supply		6/18/2025
1278812	6/18/2025	199-00-2110-02-000-00-0-00	2025	000	-2266.00	200001716	AP Check	200001716	AP Check	10669	Sonitrol Of El Paso		6/18/2025
1276778	6/6/2025	199-00-2110-02-000-00-0-00	2025	000	-992.76	200001707	AP Check	200001707	AP Check	10859	Verizon Wireless		6/6/2025
1278794	6/18/2025	211-00-2110-02-000-00-0-00	2025	000	-2195.20	200001717	AP Check	200001717	AP Check	10672	Southern Computer War		6/18/2025
1278793	6/18/2025	244-00-2110-02-000-00-0-00	2025	000	-345.14	200001717	AP Check	200001717	AP Check	10672	Southern Computer War		6/18/2025
1281681	7/11/2025	263-00-2110-02-000-00-0-00	2025	000	-4489.00	200001732	AP Check	200001732	AP Check	20257	Seidlitz Education		7/11/2025
1280313	6/25/2025	199-00-2110-02-000-00-0-00	2025	000	-2266.00	200001721	AP Check	200001721	AP Check	10669	Sonitrol Of El Paso		6/25/2025
1280317	6/25/2025	199-00-2110-02-000-00-0-00	2025	000	-2109.00	200001723	AP Check	200001723	AP Check	20263	TCEA		6/25/2025
1280315	6/25/2025	199-00-2110-02-000-00-0-00	2025	000	-62.59	200001722	AP Check	200001722	AP Check	20036	Johnstone Supply		6/25/2025
1278796	6/18/2025	199-00-2110-02-000-00-0-00	2025	000	-192.20	200001718	AP Check	200001718	AP Check	10859	Verizon Wireless		6/18/2025
1281665	7/11/2025	101-00-2110-02-000-00-0-00	2025	000	-180.00	200001724	AP Check	200001724	AP Check	10105	Continental Termite & Pe		7/11/2025
1281664	7/11/2025	199-00-2110-02-000-00-0-00	2025	000	-950.00	200001724	AP Check	200001724	AP Check	10105	Continental Termite & Pe		7/11/2025
1281679	7/11/2025	211-00-2110-02-000-00-0-00	2025	000	-1303.96	200001731	AP Check	200001731	AP Check	20052	DEMCO, Inc		7/11/2025
1281675	7/11/2025	289-00-2110-02-000-00-0-00	2025	000	-958.00	200001725	AP Check	200001725	AP Check	10542	La Estrella		7/11/2025
1281677	7/11/2025	211-00-2110-02-000-00-0-00	2025	000	-2137.26	200001726	AP Check	200001726	AP Check	10603	Oriental Trading Co., Inc		7/11/2025
1281668	7/11/2025	199-00-2110-02-000-00-0-00	2025	000	-346.19	200001727	AP Check	200001727	AP Check	10620	Positive Promotions		7/11/2025
1281669	7/11/2025	461-00-2110-02-000-00-0-00	2025	000	-29.51	200001727	AP Check	200001727	AP Check	10620	Positive Promotions		7/11/2025
1281673	7/11/2025	211-00-2110-02-000-00-0-00	2025	000	-154.43	200001728	AP Check	200001728	AP Check	10672	Southern Computer War		7/11/2025
1281672	7/11/2025	244-00-2110-02-000-00-0-00	2025	000	-345.14	200001728	AP Check	200001728	AP Check	10672	Southern Computer War		7/11/2025
1281683	7/11/2025	199-00-2110-02-000-00-0-00	2025	000	-25.00	200001729	AP Check	200001729	AP Check	10703	TASB		7/11/2025
1283085	7/18/2025	199-00-2110-02-000-00-0-00	2025	000	-598.54	200001733	AP Check	200001733	AP Check	20052	DEMCO, Inc		7/18/2025
1283363	7/22/2025	199-00-2110-02-000-00-0-00	2025	000	-375.00	200001737	AP Check	200001737	AP Check	20032	Plan B Networks, Inc.		7/22/2025
1283087	7/18/2025	101-00-2110-02-000-00-0-00	2025	000	-748.86	200001734	AP Check	200001734	AP Check	20312	Service Supply		7/18/2025
1283361	7/22/2025	199-00-2110-02-000-00-0-00	2025	000	-1932.00	200001736	AP Check	200001736	AP Check	10669	Sonitrol Of El Paso		7/22/2025
1283078	7/18/2025	199-00-2110-02-000-00-0-00	2025	000	-480.00	200001735	AP Check	200001735	AP Check	20551	Southern Tire Mart, LLC		7/18/2025

-26945.22

<u>Pavee Name</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Check Number</u>	<u>Check Date</u>	<u>Invoice Description</u>	<u>Account Number</u>	<u>Pgm Year</u>	<u>Invoice</u>		
								<u>Amount</u>	<u>Invoice Type</u>	<u>Doc ID</u>
Citibank	INV311524416	06/30/2025	162800	07/11/2025	Zoom subscription for superintendent	199-41-6499-00-701-99-0-00		\$ 14.44	PO	154937
Citibank	2YMPZP	06/02/2025	162801	07/11/2025	CCRSM Leadership summit flight June10-12	244-13-6411-00-001-22-0-01	2025	\$ 495.59	PO	155785
Citibank	065150	06/19/2025	162802	07/11/2025	Leadership summit catering	461-41-6499-00-750-99-0-00		\$ 116.30	PO	155805
Citibank	065150	06/19/2025	162802	07/11/2025	Leadership summit catering	255-13-6499-00-999-11-0-00	2025	\$ 775.30	PO	155805
Citibank	T124713573	06/18/2025	162803	07/11/2025	TEPSA Summer Conference Travel Arrangements	289-13-6411-00-999-11-8-00	2024	\$ 7.93	PO	155733
Citibank	220-Otero	06/10/2025	162804	07/11/2025	CCRSM Leadership Summit Hotel reservation	244-13-6411-00-001-22-0-01	2025	\$ 532.02	PO	155766
Citibank	BOZPGK	06/20/2025	162805	07/11/2025	Flight, hotel, rental for CTAT conference	244-13-6411-00-041-22-0-01	2025	\$ 1,060.77	PO	155828
Citibank	309581	05/15/2025	162806	07/11/2025	2025 TSS Conference - Hotel, Avis and Flight Travel Expenses.	199-53-6411-00-953-99-0-00		\$ 375.00	PO	155808
Citibank	395165956	06/22/2025	162807	07/11/2025	2025 TSS Conference - Hotel, Avis and Flight Travel Expenses.	199-53-6411-00-953-99-0-00		\$ 217.02	PO	155808
Citibank	2YLW8E	06/02/2025	162808	07/11/2025	CCRSM Leadership Summit flight	244-13-6411-00-001-22-0-01	2025	\$ 495.59	PO	155754
Citibank	360124811	06/09/2025	162809	07/11/2025	TEPSA Summer Conference Travel Arrangements	289-13-6411-00-999-11-8-00	2024	\$ 158.79	PO	155733
Citibank	309584	05/15/2025	162810	07/11/2025	2025 TSS Conference - Hotel, Avis and Flight Travel Expenses.	199-53-6411-00-953-99-0-00		\$ 375.00	PO	155808
Citibank	T124897491	06/23/2025	162811	07/11/2025	TEPSA Summer	289-13-6411-00-999-11-8-00	2024	\$ 7.93	PO	155733
Citibank	T124897491	06/23/2025	162811	07/11/2025	Conference Travel Arrangements	289-13-6411-00-999-11-8-00	2024			
Citibank	114-7362758-1008223	06/04/2025	162812	07/11/2025	Misc. items for Finance office	199-41-6399-00-750-99-0-00		\$ 39.42	PO	154958
Citibank	T124743699	06/19/2025	162813	07/11/2025	Describe your new line item.	244-13-6411-00-001-22-0-01	2025	\$ 9.09	AP Invoice	
Citibank	752	05/29/2025	162832	07/18/2025	2025 Teacher Incentive Allotment Conference	199-13-6411-23-999-11-0-00		\$ 854.40	PO	155618
Citibank	5499	01/22/2025	162845	07/22/2025	Describe your new line item.	199-41-6499-00-750-99-0-00		\$ 120.00	AP Invoice	
Citibank	1000202712	04/24/2025	162860	07/31/2025	Supplies for annual TISD Employee Appreciation Gala to be held on 05/02/2025.	461-41-6499-00-727-99-0-00		\$ 90.42	PO	155638
Citibank	111-3029235-7984251	07/15/2025	162861	07/31/2025	Items for BOY convocation / open house	255-13-6499-00-999-11-0-00	2025	\$ 587.89	PO	155847
Citibank	112-2501271-5918649	05/27/2025	162862	07/31/2025	Amazon Order	225-11-6399-00-044-33-0-00	2025	\$ 122.80	PO	155688
Citibank	112-5763537-7241809-1	03/26/2025	162863	07/31/2025	Amazon orders for 24-25 SY for supplies and materials	199-21-6399-00-918-23-0-00		\$ 59.96	PO	154986
Citibank	0212	07/23/2025	162864	07/31/2025	Entrance fee for team building exercises for the Stronger Connections Grant	289-13-6499-00-999-11-8-00	2024	\$ 500.00	PO	155866
Citibank	0212	07/23/2025	162864	07/31/2025	Program.	289-13-6499-00-999-11-8-00	2024			
Citibank	414035801	07/20/2025	162865	07/31/2025	Flight, hotel, rental for CTAT conference	244-13-6411-00-041-22-0-01	2025	\$ 188.60	PO	155828
Citibank	041675904	04/22/2025	162866	07/31/2025	Misc. items for Finance office	199-41-6399-00-750-99-0-00		\$ 266.48	PO	154958
Citibank	365-K1	07/20/2025	162867	07/31/2025	Flight, hotel, rental for CTAT conference	244-13-6411-00-041-22-0-01	2025	\$ 567.03	PO	155828
Citibank	1779919	07/18/2025	162868	07/31/2025	District wide	199-51-6319-00-951-99-0-00		\$ 173.23	PO	155854
Citibank	414035812	07/20/2025	162869	07/31/2025	Car rental fee for CTAT Summer Conference 7/20 -7/24	244-13-6411-00-001-22-0-01	2025	\$ 142.80	PO	155792
Citibank	823-RRFRP	07/20/2025	162870	07/31/2025	Flight, hotel, rental for CTAT conference	244-13-6411-00-041-22-0-01	2025	\$ 567.03	PO	155828
Citibank	112-0291175-1044207	05/19/2025	162871	07/31/2025	Teacher incentives	199-11-6499-00-001-11-0-00		\$ 693.70	PO	155693
Citibank	T118115776	04/01/2025	162872	07/31/2025	Describe your new line item.	199-53-6411-00-953-99-0-00		\$ 39.51	AP Invoice	
Citibank	111-9943333-3155447	07/21/2025	162887	07/31/2025	PBIS supplies J.H.	244-11-6399-00-041-22-0-01	2025	\$ 428.03	PO	155846

Citibank	1250821	07/21/2025	162888	07/31/2025	Q8A10 PD catering for Teachers/Staff aligned with purpose of the SCG	289-13-6499-00-999-11-8-00	2024	\$	294.04	PO 155861	
Citibank	1250821	07/21/2025	162888	07/31/2025	program	289-13-6499-00-999-11-8-00	2024				
Citibank	623-KNGN Parking	01/23/2025	162889	07/31/2025	Hotel for TASA midwinter 2025	199-41-6411-00-701-99-0-00		\$	311.76	PO 155365	
Citibank Sams Club	10320984441	07/20/2025	162852	07/22/2025	PD for Teachers/Staff to promote counseling program wish includes CCMR goals	244-11-6499-00-041-22-0-01	2025	\$	946.04	PO 155875	
Citibank Sams Club	10321958031	07/22/2025	162853	07/22/2025	Community parental engagement for EB parents	263-61-6499-00-999-25-0-00	2025	\$	427.82	PO 155877	
Citibank Sams Club	10306548014	06/09/2025	162875	07/31/2025	Misc. items for leadership summit	255-13-6499-00-999-11-0-00	2025	\$	321.86	PO 155571	
Citibank Sams Club	10322875367	07/25/2025	162876	07/31/2025	Items for BOY district convocation	255-13-6499-00-999-11-0-00	2025	\$	53.94	PO 155852	
Citibank Sams Club	10320927627	07/18/2025	162877	07/31/2025	Staff Development catering items coffee, pastries, drinks and hamburgers.	199-13-6499-00-001-11-0-00		\$	300.40	PO 155859	
Citibank Sams Club	33102428768941784238	04/15/2025	162878	07/31/2025	restocking break room	199-34-6499-00-934-99-0-00		\$	630.29	PO 155614	
Citibank Sams Club	10322870836	07/25/2025	162879	07/31/2025	Shelving for books and B.L. material	211-11-6399-26-041-30-0-00	2025	\$	654.00	PO 155876	
Citibank Sams Club	10322349066	07/24/2025	162880	07/31/2025	SpEd department supplies for school year 2024-2025	199-21-6399-00-918-23-0-00		\$	136.83	PO 154942	
Citibank Sams Club	10322343525	07/25/2025	162881	07/31/2025	Items for BOY district convocation	255-13-6499-00-999-11-0-00	2025	\$	77.36	PO 155852	
Citibank Sams Club	40901437464981095290	07/17/2025	162891	07/31/2025	For Catering Items	101-35-6341-00-901-99-0-00		\$	254.74	PO 155013	
Citibank Sams Club	37838130705629562369	04/27/2025	162892	07/31/2025	Testing snacks/light breakfast for Students and staff	199-23-6399-00-041-11-0-00		\$	375.04	PO 155579	
Citibank Sams Club	02250515913218627922	01/28/2025	162893	07/31/2025	Snacks and Refreshments for CWP District Meetings	211-61-6499-00-999-30-0-00	2025	\$	998.46	PO 155396	
Citibank Sams Club	10309255346	06/18/2025	162894	07/31/2025	Misc. items for leadership summit	255-13-6499-00-999-11-0-00	2025	\$	36.24	PO 155571	
Citibank Sams Club	10283335097	04/08/2025	162903	07/31/2025	Purchase concession items for the month of April and May 2025	865-00-2191-01-999-01-0-00		\$	353.40	PO 155540	
Citibank Sams Club	10298866963	05/19/2025	162904	07/31/2025	Purchase concession items for the month of April and May 2025	865-00-2191-01-999-01-0-00		\$	87.40	PO 155540	
									\$	16,341.69	



***Technology Department***

19200 Cobb Avenue

Tornillo, TX 79853

Phone 915.765.3035

Fax 915.765.3099

# MEMORANDUM

To:

From:

Subject:

Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



## RESOLUTION

WHEREAS, the Tornillo Independent School District finds it in the best interest of the students, staff, and community to apply for funding through the Office of the Governor, Public Safety Office, for the purpose of conducting a Cyber Security Network Assessment.

WHEREAS, the Tornillo Independent School District commits to providing all applicable matching funds for the successful implementation of this project and has allocated local funds to meet the required match;

WHEREAS, the Tornillo Independent School District designates Technology Director, as the authorized official with the authority to apply for, accept, reject, alter, or terminate the grant on behalf of the Tornillo Independent School District;

WHEREAS, the Tornillo Independent School District assures the Office of the Governor that, in the event of loss or misuse of grant funds, the District will return all funds to the Office of the Governor;

NOW, THEREFORE, BE IT RESOLVED that:

The Tornillo Independent School District Board of Trustees hereby authorizes the submission of a grant application for the Cyber Security Network Assessment project to the Office of the Governor and designates Technology Director, as the official with authority over all matters related to the grant.

PASSED AND APPROVED on this 27th day of August, 2025, by the Board of Trustees of the Tornillo Independent School District.

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Marlene Bullard  
President, Board of Trustees  
Tornillo Independent School District

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Rosie Vega-Barrio  
Superintendent  
Tornillo Independent School District





ATTEST:

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Ofelia Bosquez  
Secretary, Board of Trustees  
Tornillo Independent School District

**Date:** 8/27/2025

**Grant/App:** 5210701





# TORNILLO INDEPENDENT SCHOOL DISTRICT

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INNOVATING – EMPOWERING – THRIVING

## MEMORANDUM

To:  
From:  
Subject:  
Date:

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**HISTORY:**

**RATIONALE:**

**BUDGET IMPACT:**

**ADMINISTRATIVE RECOMMENDATION:**

## PROPOSED POLICY

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**Note:** For information related to the selection of instructional materials, see EFA.

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### Collection Development Policy

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

In this policy, "library materials" is defined by law and may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library. [See EFB(LEGAL)]

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, online catalogs, library mobile applications used in the District, and any other library catalog a student may access.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

### Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff are trained or receive information on the proper collection development standards.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law, library standards, and the District's collection development purpose and goals.

### Collection Development Goals

In addition to the requirements in state law and rules, the District's library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.

INSTRUCTIONAL RESOURCES  
LIBRARY MATERIALS

EFB  
(LOCAL)

5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
6. Represent diverse viewpoints and cultural groups of the state and their contributions to the state, the nation, and the world, to ensure the collection embodies the background of all students.

Recommendation  
and Procurement of  
Materials

Library materials shall be recommended and procured in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

Librarians and other professional staff shall develop recommendations to be presented to the Board. The librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the development of recommendations of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District residents.
2. Consultation with District teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and

INSTRUCTIONAL RESOURCES  
LIBRARY MATERIALS

EFB  
(LOCAL)

state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.

7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

The Board shall consider the list of library materials that have been donated or proposed by the administration for procurement. Each Board member may propose changes before the Board takes action on the list of donated or proposed library materials.

The Board shall either approve or reject the library materials that have been donated or proposed for procurement.

Donated and  
Proposed  
Procurement List

At least 30 days prior to the Board's vote to accept donated library materials or approve procurement of library materials, the Superintendent shall make accessible to the public the list of library materials in accordance with law.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental  
Involvement

Parents and guardians are the primary decision-makers regarding their child's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their child.

In accordance with state law and administrative procedures, parents or guardians may submit to the principal or a staff member

INSTRUCTIONAL RESOURCES  
LIBRARY MATERIALS

EFB  
(LOCAL)

designated by the principal a list of library materials that the parent's or guardian's child shall not be allowed to check out or access for use outside of the school library. The Superintendent shall develop procedures that permit a parent or guardian to submit the request in at least one of the methods permitted by law.

The parent or guardian may select alternative library materials for their child. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

*Access  
Procedures*

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Library Catalog

A parent or guardian who wishes to access the catalog of library materials for any school in the District shall submit a written request to the school's principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from  
Inappropriate  
Material

In accordance with law and guidance from the Texas State Library and Archives Commission, library materials shall not include "harmful material"; any library material that is pervasively vulgar or educationally unsuitable; any library material containing indecent or profane content; any library material that refers a person to a website, including by use of a link or QR code, containing content legally prohibited under law; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

**Challenge of Library  
Material**

A District employee, a parent or guardian of a District student, or District resident may challenge library material maintained in the District's library program.

Guiding Principles      The following principles shall guide the review of a challenge of library material:

1. An individual may challenge library material used in the District's library program, despite the fact that the professional staff and the Board followed the proper procedure and adhered to the objectives and criteria for recommending and procuring library materials set out in this policy.
2. Access to challenged material shall be restricted during the challenge process.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

Informal Challenge      When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and the form to request a formal challenge of the library material.

Formal Challenge      The District shall make the Texas Education Agency form to challenge library material available on the District's website.

If a District employee, a parent or guardian of a District student, or a District resident wishes to challenge library material, they shall follow the procedures to complete and submit the challenge form.

After a challenge form is submitted, the form shall be provided to the Superintendent. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

*Challenge Committee*      The principal shall appoint a challenge committee and notify committee members in accordance with administrative procedures.

The challenge committee shall include the librarian and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals.

The District shall provide members of the committee the relevant materials to review in accordance with the deadlines established in administrative procedures and in accordance with law.

Any meeting of the committee must comply with the meeting requirements under Education Code 33.024(g) and (h), including required notices, meeting minutes, audio or video recordings, and submission of minutes and audio or video recordings of the meeting to the District.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The committee shall prepare a written report of its findings.

The Superintendent, the school librarian, the individual submitting the challenge, and any other appropriate staff shall receive a copy of the committee's report.

Appeal

An individual who submitted a challenge may appeal the decision to the Board. The individual must provide the notice of appeal in accordance with administrative procedures.

The Board shall hear the appeal and render a decision in accordance with the timelines established in law.

When considering the appeal, the Board shall consider the factors in Education Code 33.027(f). The Board shall consider appeals in accordance with timelines set out in law.

*Frequency of  
Review*

After a library material has been challenged and the Board determines not to remove the library material from a school library catalog, it may not be challenged again before the second anniversary of the Board's final decision not to remove the material.

Removal of Library  
Materials

If a challenge to a library material results in the removal of the library material from the school library catalog, each teacher assigned as the classroom teacher at the grade level for which the library material was removed shall be notified and instructed to remove any copy of the library material from the teacher's classroom library, if applicable.

INSTRUCTIONAL RESOURCES  
LIBRARY MATERIALS

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(LOCAL)

**Maintenance of  
Library Materials**

In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]

**Gifts and Donations**

The Board shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

**Policy Review**

This policy shall be reviewed at least every three years and revised as necessary.



July 30, 2025

Presiding Officers of: Cities/Towns of El Paso County, Independent School Districts of El Paso County, and the El Paso Community College

Subject: EPCAD Board of Directors Vacancy Nominations

The term for two members of the El Paso Central Appraisal District (EPCAD) Board of Directors concludes on December 31, 2025.

The taxing units with participatory voting entitlement in EPCAD must submit nominee names (via resolution) to the Chief Appraiser before October 15, 2025, to fill these positions. Once appointed, the two new members will serve a four-year term beginning January 1, 2026.

Enclosed you will find:

- Quick-View EPCAD Board Nomination Timeline 2025;
• Nomination Resolution Sample;
• EPCAD Board Directors' Term information; and
• 2024 Consolidated Tax Roll

Direct questions to:

Rick A. Medina, Director of Administrative Services, 915-780-2083

ricmed@epcad.org

David L. Stone, Deputy Chief Appraiser, 915-780-2077

davstone@epcad.org

Dinah L. Kilgore, Executive Director/Chief Appraiser 915-780-2003

admin@epcad.org

Return resolutions before October 15, 2025, to:

El Paso Central Appraisal District
5801 Trowbridge Drive
El Paso, Texas 79925
or email to admin@epcad.org

Sincerely,

[Handwritten signature of Dinah L. Kilgore]

Dinah Kilgore, RPA
Executive Director/Chief Appraiser

**Quick-View EPCAD Board Nomination Timeline 2025**

<b>BOD Composition Description</b>	Five appointed directors, Three elected directors, and One ex officio director - the County Tax Assessor-Collector.	Texas PTC Sec. 6.0301.			
<b>The El Paso Central Appraisal District (EPCAD) notifies the taxing units with voting entitlement to plan and prepare for the nomination process.</b>					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:40%; text-align: center;">Deadline date</th> <th style="width:40%; text-align: center;">Action Required</th> <th style="width:20%; text-align: center;">Reference</th> </tr> </thead> </table>			Deadline date	Action Required	Reference
Deadline date	Action Required	Reference			
Before October 15, 2025	Taxing unit presiding officer submits nominee names to the Chief Appraiser.	PTC Sec. 6.03			
Before October 30, 2025	Chief Appraiser prepares the ballot of submitted nominees, and thereafter delivers the ballot to the taxing unit.	PTC Sec. 6.03			
After Chief Appraiser delivers the ballot	At the governing body's first or second meeting held after the date the Chief Appraiser delivers the ballot; the governing body shall determine the votes applied to the nominee(s) by resolution.	PTC Sec. 6.03  40			
Before December 15, 2025	Taxing unit governing body determines its vote by resolution and submits it to the Chief Appraiser.	PTC Sec. 6.03			
<p>PTC Sec. 6.0301(d) To be eligible to serve on the board of directors, an individual other than the county Assessor-Collector must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.</p>					
<b>Terms for <span style="background-color: yellow;">Appointed</span> Directors after January 1, 2026</b>	<b>Three appointed directors serve: January 1, 2025 - December 31, 2027.</b> <b>Two appointed directors will serve: January 1, 2026 - December 31, 2029.</b> <b>Thereafter, all appointed directors will serve four-year terms.</b>	Texas PTC Sec. 6.0301.			

STATE OF TEXAS

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COUNTY OF EL PASO

Resolution # \_\_\_\_\_

**Nomination for the Board of Directors of the El Paso Central Appraisal District**

**WHEREAS**, on this the \_\_\_\_ day of \_\_\_\_\_, 2025, the \_\_\_\_\_  
*(insert name of governing body e.g., City Council, Board of Trustees, Commissioner’s Court, etc.)*  
of the *Name of Taxing Unit* met in open session to consider nominees for the El Paso Central Appraisal District Board of Directors, and

**WHEREAS**, nominations are required by Sec. 6.03 of the Texas Property Tax code, and

**WHEREAS**, the \_\_\_\_\_ *(insert name of governing body e.g., City Council, Board of Trustees, Commissioner’s Court, etc.)* of the *Name of Taxing Unit* has voted to make such nominations; therefore,

**BE IT RESOLVED** that the *Name of Taxing Unit* hereby nominates \_\_\_\_\_ as candidate for the El Paso Central Appraisal District Board of Directors for a term of office beginning January 1, 2026 and ending December 31, 2029.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Secretary

**EL PASO CENTRAL APPRAISAL DISTRICT  
BOARD OF DIRECTORS  
Term Information**

#	EPCAD Board Member Name	Type	Term Start	Term End	Term Length
1	Jack Loveridge	Appointed	1/1/2025	12/31/2027	3 years
2	Sergio Coronado	Appointed	1/1/2025	12/31/2027	3 years
3	Shane Haggerty	Appointed	1/1/2025	12/31/2027	3 years
4	Alfred Gonzalez	Elected	7/1/2024	12/31/2026	2.5 years
5	Eduardo Mena	Elected	7/1/2024	12/31/2026	2.5 years
6	Laure Searls	Elected	7/1/2024	12/31/2026	2.5 years
7	Jackie York	Appointed	1/1/2025	12/31/2025	1 year
8	Tanny Berg	Appointed	1/1/2025	12/31/2025	1 year
9	Ruben P. Gonzalez County Tax-Assessor Collector	Ex-Officio	7/1/2024	Indefinite	Indefinite



## 2024 CONSOLIDATED TAX ROLL

Jurisdiction	Total Parcels	Gross Market Value	Net Taxable Value	2024 Levy	Votes
TOWN OF ANTHONY	1,907	370,976,212	287,036,148	2,550,460	5
TOWN OF CLINT	1,040	177,730,863	125,230,576	738,165	1
CITY OF EL PASO	243,781	73,606,408,527	53,520,671,428	407,509,068	769
HORIZON CITY	9,381	2,087,634,493	1,617,409,507	9,047,174	17
CITY OF SAN ELIZARIO	4,508	493,035,204	344,903,744	1,203,266	2
CITY OF SOCORRO	16,791	3,108,441,763	2,260,820,337	15,077,411	28
VILLAGE OF VINTON	1,234	271,260,748	181,582,994	1,249,701	2
ANTHONY I.S.D.	2,114	433,182,275	243,063,422	2,135,036	4
CANUTILLO I.S.D.	19,484	6,469,386,842	3,739,798,176	41,804,102	79
CLINT I.S.D.	125,271	3,933,514,705	2,101,802,367	22,880,894	43
EL PASO I.S.D.	108,672	35,206,910,746	21,086,367,095	211,035,290	398
FABENS I.S.D.	5,412	564,088,052	259,887,859	2,815,955	5
SAN ELIZARIO I.S.D.	7,155	719,630,204	326,571,645	2,797,770	5
SOCORRO I.S.D.	104,052	27,309,363,085	16,266,415,355	165,648,318	313
TORNILLO I.S.D.	2,892	215,211,257	102,107,695	1,129,809	2
YSLETA I.S.D.	68,449	16,263,721,578	8,198,951,076	96,600,852	182
EPCC	443,395	91,112,891,112	69,623,505,976	75,044,392	142

43

Source: Certified totals from EPCAD.

Sum of Voting Entities: 1,059,267,663 2,000

**NOTE: EPCAD delivers ballot before October 30. Votes may be cast for one nominee or divided among several nominees.**



# MEMORANDUM

To:  
From:  
Subject:  
Date:

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**HISTORY:**

**RATIONALE:**

**BUDGET IMPACT:**

**ADMINISTRATIVE RECOMMENDATION:**

## **Resolution Regarding Senate Bill 12 and Parent Rights**

WHEREAS, Senate Bill 12 from the 89th legislative session relates to parental rights in public education, including requirements and prohibitions regarding instruction; diversity, equity and inclusion duties; assistance with District student social transitioning; and student clubs;

WHEREAS, Senate Bill 12 becomes effective on September 1, 2025; and

WHEREAS, local policies relating to matters in Senate Bill 12 will be adopted as soon as practicable, but after the effective date.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Tornillo Independent School District directs all staff and contractors to comply with the following requirements and directives:

1. All policies shall be implemented and followed;
2. Parental rights, including the right to direct the moral and religious training of the parent's child, make decisions concerning the child's education, and consent to medical, psychiatric, and psychological treatment of the parent's child will not be infringed unless required by law or to provide life-saving care to the child;
3. Except as required by state or federal law, employees and contractors may not assign diversity, equity, and inclusion duties to any person, and the District hereby prohibits a District employee, contractor, or volunteer from engaging in diversity, equity, and inclusion duties at, for, or on behalf of the District;
4. An employee or contractor who intentionally or knowingly engages in or assigns to another person diversity, equity, and inclusion duties or engages in prohibited instruction will be appropriately disciplined, up to and including termination;
5. Employees of the District are prohibited from assisting a student enrolled in the District with social transitioning, including providing any information about social transitioning or providing guidelines intended to assist a person with social transitioning;
6. No information about a parent's child may be withheld from the parent unless required by law, and parents are entitled to access all written records of the District concerning the parent's child, including library records and health records. Information may be withheld if disclosure is likely to result in the student suffering abuse or neglect;
7. Information regarding a parent's right to access records relating to the parent's child shall be posted on the District's home page of the internet website;
8. Instructional plans or course syllabi for each class offered in the District for a semester must be posted on the District's internet website at the beginning of each semester;
9. The Superintendent is directed to provide for an internet portal through which parents of students enrolled in the District may submit comments to campus or District administrators and the Board;
10. The Board shall prioritize public comments by hearing comments at the beginning of each Board meeting;
11. The Board will only hold Board meetings outside of typical work hours;

12. Parents are entitled to notice no later than one school business day after the date an employee first suspects that a criminal offense has been committed against the parent's child;
13. Employees are not prohibited from providing parents with information regarding a student's mental, emotional, or physical health or well-being or a change in services provided to or monitoring of the student related to the student's mental, emotional, or physical health or well-being;
14. No employee will encourage or have the effect of encouraging a student to withhold from the student's parent information about the student's mental, emotional, or physical health or well-being;
15. Employees may not discourage or prohibit parental knowledge of or involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being;
16. Unless authorized by law, no employee may disclose a child's health or medical information to any person other than the child's parent;
17. Unless authorized by law, no employee may collect, use, store, or disclose to any person other than the child's parent a child's biometric identifiers;
18. Unless authorized by law, no employee will provide health care services or medication or conduct a medical procedure to a student;
19. All grievances received by the District on or after September 1, 2025, will comply with the legal requirements in Texas Education Code Chapter 26A;
20. Before a student may be provided with human sexuality instruction, the District must obtain the written consent of the student's parent in the manner prescribed by law;
21. No employee may provide or allow a third party to provide instruction, guidance, activities, or programming regarding sexual orientation or gender identity to students enrolled in prekindergarten through grade 12;
22. Each parent will be provided at least two opportunities for in-person conferences with the child's teacher during each school year;
23. No student club authorized or sponsored by the District may be based on sexual orientation or gender identity;
24. Written parental consent is required before a student may participate in a student club authorized or sponsored by the District or campus;
25. The Superintendent is directed to provide a copy of this resolution to all District employees and contractors electronically and physically.

Adopted this \_\_\_\_ (*date*) day of \_\_\_\_\_ (*month*), \_\_\_\_\_ (*year*), by the Board.

Board President's signature: \_\_\_\_\_

Board Secretary's signature: \_\_\_\_\_





## MINUTES OF REGULAR BOARD MEETING

W.E. Neill Service Center, 19210 Cobb, Tornillo, Texas

Wednesday, July 30, 2025

5:30PM –  
5:32PM

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

- A. Establish a quorum and call the meeting to order

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

MEMBERS PRESENT:

Marlene Bullard, President  
Ida Estrada, Vice President  
Ofelia Bosquez, Secretary  
Ines Delgado  
Hector Lopez via Zoom  
Enrique Vega

MEMBERS ABSENT:

Maria Saldana

- B. Pledge of Allegiance to the United States

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

- C. District Mission and Vision

Ofelia Bosquez, Board Secretary, read the district vision and mission.

5:32PM –  
5:35PM

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

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

No Action Necessary.

### 3. (OTHER) District Recognitions

- A. Introduction of New Tornillo ISD Staff

Ms. Lizeth Carroll, HR / Compliance Director, presented new staff to the Board of Trustees.

No Action Necessary.

5:35PM –  
5:45PM

- B. Recognition of Custodial and Maintenance Departments

Mr. Rene Estrada, Maintenance / Transportation Director, recognized the custodial and maintenance departments.

No Action Necessary.

5:45PM –  
5:46PM

### 4. (OTHER) Open Forum - None

### 5. Lone Star Governance

- A. (Accountability 1) Review Board's Time Use Tracker

Ms. Marlene Bullard, Board President, facilitated the review of the board's time use trackers.

No Action Necessary.

5:46PM –  
5:47PM

- 5:47PM –  
5:48PM
- 6. (ADVOCACY) Community Engagement on Student Outcome Goals – None**
- 5:48PM –  
5:49PM
- 7. (VISION Y) Information / Reports / Presentations**
- A. Financial Reports – Information Only  
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Financial Reports for June 2025.  
*No Action Necessary.*
- 5:49PM –  
5:50PM
- B. Quarterly Investment Report - Quarter Ending June 30, 2025  
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Quarterly Investment Report – Quarter Ending June 30, 2025.  
*No Action Necessary.*
- 5:50PM –  
5:51PM
- C. New Members for DAB, SHAC, & Safety Committees  
Ms. Lizeth Carroll, HR / Compliance Director, presented the Board of Trustees with the New Members for DAB, SHAC, & Safety Committees.
- 5:51PM –  
5:53PM
- 8. (STRUCTURE) Board Items**
- A. Discussion and Possible Action Regarding E-Rate Cyber Security Pilot RFP Bid Award  
Mr. Carlos Garcia, Technology Director, presented the Board of Trustees with the E-Rate Cyber Security Pilot RFP Bid Award.  
*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the E-Rate Cyber Security Pilot RFP Bid Award, as presented.*  
*Motion Passed Unanimously.*
- 5:53PM –  
5:56PM
- B. Purchases > \$25,000 threshold – Authorization
- 1.Consider Approval to Purchase Interactive Displays  
Mr. Christopher Escarsega, Network Administrator, presented the Board of Trustees with the Purchase of Interactive Displays.  
*Ida Estrada made the motion and Enrique Vega seconded the motion to approve the purchase of Interactive Displays, as presented.*  
*Motion Passed Unanimously.*
- 5:56PM –  
6:09PM
- 2.Consider Approval of Intrusion Alarm Switchover Upgrade  
Mr. Carlos Garcia, Technology Director, presented the Board of Trustees with the Intrusion Alarm Switchover Upgrade.  
*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Intrusion Alarm Switchover Upgrade, as presented.*  
*Motion Passed Unanimously.*
- 6:09PM –  
6:11PM
- 3.Consider Approval of E-Rate Cyber Security Pilot Project  
Mr. Carlos Garcia, Technology Director, presented the Board of Trustees with the E-Rate Cyber Security Pilot Project.  
*Ida Estrada made the motion and Ofelia Bosquez seconded the motion to approve the E-Rate Cyber Security Pilot Project, as presented.*  
*Motion Passed Unanimously.*

6:11PM –  
6:13PM

- C. Discussion Regarding District's Property Values and the Funding Lag  
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the District's Property Values and the Funding Lag.  
*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the District's Property Values and the Funding Lag, as presented.*  
Motion Passed Unanimously.

6:13PM –  
6:22PM

- D. Consider Approval of Stipend Chart  
Ms. Lizeth Carroll, HR / Compliance Director, presented the Board of Trustees with the Stipend Chart.  
*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Stipend Chart, as presented.*  
Motion Passed Unanimously.

6:22PM –  
6:26PM

- E. Consider Approval of Cell Phone Policy FNCE(LOCAL) (1st Reading)  
Ms. Lizeth Carroll, HR / Compliance Director, presented the Board of Trustees with the Cell Phone Policy FNCE(LOCAL) (1st Reading).  
*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Cell Phone Policy FNCE(LOCAL) (1st Reading), as presented.*  
Motion Passed Unanimously.

6:26PM –  
6:28PM

- F. Consider Approval of FD(LOCAL) - UIL Participation by Non-Enrolled Students  
Mrs. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the FD(LOCAL) – UIL Participation by Non-Enrolled Students.  
*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the FD(LOCAL) – UIL Participation by Non-Enrolled Students, as presented.*  
Motion Passed Unanimously.

6:28PM –  
6:30PM

- G. Discussion and Possible Action Regarding Resolution Establishing a Local School Library Advisory Council  
Mrs. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the Resolution Establishing a Local School Library Advisory Council.  
*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Resolution Establishing a Local School Library Advisory Council, as presented.*  
Motion Passed Unanimously.

*\*Ines Delgado joined at 6:29PM.*

6:30PM –  
6:32PM

- H. Consider the Selection of a Delegate and an Alternate to Represent Tornillo ISD at the TASB Delegate Assembly on September 13, 2025 in Houston  
Ms. Marlene Bullard, Board President  
*Ida Estrada made the motion and Ofelia Bosquez seconded the motion to select Maria Saldaña as the delegate and Ofelia Bosquez as the alternate to represent Tornillo ISd at the TASB Delegate Assembly on September 13, 2025 in Houston.*  
Motion Passed Unanimously.

**9. (STRUCTURE) Consent Agenda**

6:32PM –  
6:33PM

- A. Consider Approval of Minutes from Previous Meetings:
  - 1.Regular Board Meeting Minutes - June 18, 2025
- B. Consider approval of TASB Policy Manual Update 125 (2nd Reading) affecting the following (LOCAL) Policies:
  - 1.BDAA(LOCAL): OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF BOARD OFFICERS
  - 2.BDB(LOCAL): BOARD INTERNAL ORGANIZATION: BOARD COMMITTEES
  - 3.BDF(LOCAL): BOARD INTERNAL ORGANIZATION ADVISORY COMMITTEES
  - 4.EI(LOCAL): ACADEMIC ACHIEVEMENT
  - 5.FDE(LOCAL): ADMISSIONS: SCHOOL SAFETY TRANSFERS
  - 6.FEC(LOCAL): ATTENDANCE: ATTENDANCE FOR CREDIT
  - 7.FFAC(LOCAL): WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT
- C. Consider Approval of Revisions to CKE (LOCAL) Policy (2nd Reading)
- D. Consider Approval of 2025-2026 Organizational Chart
- E. Consider Approval of Revisions to 2025-2026 Employee Handbook
- F. Consider Approval of Budget Amendments
- G. Consider Approval of Disposal - Technology Equipment and Other
- H. Consider Approval of Class Size Waiver
- I. Consider Approval of 2025-2026 Student Handbook
- J. Consider Approval of 2025-2026 Student Code of Conduct  
*Ofelia Bosquez made the motion, and Ida Estrada seconded the motion to approve ALL consent agenda items, as presented.*  
Motion Passed Unanimously.

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

*The Board of Trustees entered into Executive Session at 6:33 PM for deliberation.*

6:33PM –  
7:11PM

- A. Technology – Cybersecurity Update

**No Action was taken during Executive Session.**

*The Board of Trustees reconvened from Executive Session at 7:11 PM.*

**11. Next Meeting Tentative Date: August 27, 2025**

7:11PM –  
7:12PM

*There being no further business, Ofelia Bosquez made the motion and Ida Estrada seconded the motion to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 7:12 PM.*

\_\_\_\_\_  
Marlene Bullard  
President, Board of Trustees

\_\_\_\_\_  
Date

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Ofelia Bosquez  
Secretary, Board of Trustees

Date



# TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

## Minutes of Special Board Meeting

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

Monday, August 18, 2025

5:33PM –  
5:34PM

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

A. Establish a quorum and call the meeting to order

The meeting was called to order at 5:33 PM by Board President, Marlene Bullard, and it was established that a quorum was present.

MEMBERS PRESENT:

Marlene Bullard, President  
Ida Estrada, Vice President  
Ofelia Bosquez, Secretary  
Ines Delgado  
Maria Saldaña

MEMBERS ABSENT:

Hector Lopez  
Enrique Vega

B. Pledge of Allegiance to the United States

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

C. District Mission and Vision

Ofelia Bosquez, Board Secretary, read the district vision and mission.

5:34PM –  
5:35PM

2. **(OTHER) Open Forum** – None

5:35PM –  
6:03PM

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

A. Public Hearing on Budget and Tax Rate for 2025-2026 Fiscal Year

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Public Hearing on Budget and Tax Rate for the 2025-2026 Fiscal Year.

*No Action Necessary*

6:03PM –  
6:07PM

4. **(STRUCTURE) Board Items**

A. Consider Approval of Budget for 2025-2026 Fiscal Year

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Budget for the 2025-2026 Fiscal Year.

*This motion, made by Ofelia Bosquez and seconded by Ida Estrada, Passed.*

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

*Yea: 5, Nay: 0*

6:07PM –  
6:11PM

B. Consider Approval of the 2025-2026 Maintenance and Operations Tax Rate

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the 2025-2026 Maintenance and Operations Tax Rate.

*This motion, made by Ofelia Bosquez and seconded by Ida Estrada, Passed.*

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

*Yea: 5, Nay: 0*

- 6:11PM –  
6:12PM
- C. Consider Approval of the 2025-2026 Interest and Sinking Fund Tax Rate  
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the 2025-2026 Interest and Sinking Fund Tax Rate.  
*This motion, made by Ofelia Bosquez and seconded by Ida Estrada, Passed.*  
*Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea*  
*Yea: 5, Nay: 0*
- 6:12PM –  
6:13PM
- D. Consider Approval of Resolution which Officially Levies the Tax Rate for the FY 2025-2026 School Year  
Mr. Luis M. Guerra, Director of Fiance, presented the Board of Trustees with the Resolution which Officially Levies the Tax Rate for the FY 2025-2026 School Year.  
*This motion, made by Ofelia Bosquez and seconded by Ida Estrada, Passed.*  
*Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea*  
*Yea: 5, Nay: 0*
- 6:13PM –  
6:17PM
- E. Consider Approval of Tax Ratification Election - November 4, 2025  
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Tax Ratification Election – November 4, 2025.  
*This motion, made by Ofelia Bosquez and seconded by Ida Estrada, Passed.*  
*Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea*  
*Yea: 5, Nay: 0*
- 6:17PM –  
6:19PM
- F. Consider Approval of Joint Election Service Contract between Tornillo ISD and El Paso County  
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Joint Election Service Contract between Tornillo ISD and El Paso County.  
*This motion, made by Marlene Bullard and seconded by Ida Estrada, Passed.*  
*Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea*  
*Yea: 5, Nay: 0*
- 6:19PM –  
6:20PM
5. **(STRUCTURE) Consent Agenda**  
A. Consider Approval of Budget Amendments  
*This motion, made by Ofelia Bosquez and seconded by Ida Estrada to approve ALL consent agenda items, Passed.*  
*Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea*  
*Yea: 5, Nay: 0*
- 6:20PM
6. **Next Meeting Tentative Date:** August 27, 2025  
*There being no further business, Ida Estrada made the motion and Ofelia Bosquez seconded the motion to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 6:20 PM.*

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Marlene Bullard  
President, Board of Trustees

Date

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Ofelia Bosquez  
Secretary, Board of Trustees

Date



*Office of the Superintendent*  
19200 Cobb Ave. /PO Box 170  
Tornillo, TX 79853  
Phone 915.765.3005  
Fax 915.765.3099

# MEMORANDUM

To: Finance Dept.  
From: Alejandro Olvera, HS Principal  
Subject: Credit Recovery Program  
Date: July 30, 2025

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## **HISTORY & RATIONALE:**

Tornillo High School is requesting the renewal purchase of Edgenuity (aka Imagine Learning) utilized for the campus credit recovery program and additional components to include: CTE courses, TSIA 2 prep, SAT Prep, ACT prep, and AP curriculum.

## **BUDGET IMPACT:**

The total cost of Edgenuity is \$33,000.

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

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



# Price Quote

100 S. Mill Ave  
 Suite 1700  
 Tempe, AZ 85281  
 877-725-4257

**Date** 7/28/2025  
**Quote No.** Q-111687  
**Acct. No.** 12215483  
**Total** 33,000.00  
**Pricing Expires** 08/03/2025

Tornillo Independent School District  
 PO Box 170  
 Tornillo TX 79853  
 United States

District will submit PO in September 2025 when fiscal year begins.

Partner agrees to pay \$300 per semester credit enrollment. Usage checks to be performed and invoices to be prepared quarterly.

BuyBoard # 653-21

Payment Term	Contract Start	Contract End
Net 30	9/1/2025	8/31/2026

Site	Description	End Date	Qty	Amount
Tornillo Independent School District	Edgenuity Academic Integrity	08/31/2026	1	726.00
	IS Teaching per Semester Course (18 wks) (14 day drop/add grace period)	08/31/2026	1	0.00
Tornillo High School	Edgenuity 9-12 Comprehensive Site License	08/31/2026	1	22,874.00
	Edgenuity Enhanced CTE Site License	08/31/2026	1	4,400.00
	PL - Onsite Day	08/31/2026	1	3,500.00
	PL - CW/Supp/SS Virtual Session	08/31/2026	2	1,500.00

**Subtotal** 33,000.00  
**Tax Total** 0.00  
**Total** 33,000.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at [www.imaginelearning.com/standard-terms-and-conditions](http://www.imaginelearning.com/standard-terms-and-conditions), may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@imaginelearning.com](mailto:AR@imaginelearning.com) or fax to 480-423-0213.

**Tornillo Independent School**

**District**

Signature: *EOW*  
Print Name: Elizabeth Otero  
Title: Asst-Principal  
Date: 7/29/25

**Imagine Learning Representative**

Derrick Hernandez  
Account Executive -  
[derrick.hernandez@imaginelearning.com](mailto:derrick.hernandez@imaginelearning.com)  
[imaginelearning.com](http://imaginelearning.com)



***Technology Department***

19200 Cobb Avenue

Tornillo, TX 79853

Phone 915.765.3035

Fax 915.765.3099

# MEMORANDUM

To:

From:

Subject:

Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

Tornillo ISD  
 PO BOX 170  
 TORNILLO TX 79853-0170

**Start Date:** 9/16/2025  
**Due Date:** 10/16/2025

**PAYMENT INFORMATION**
**Please send checks to:**

 Frontline Technologies Group LLC  
 PO Box 780577  
 Philadelphia, PA 19178-0577

**To make payment via ACH/EFT:**

 Bank Name: Wells Fargo, N.A.  
 Account Name: Frontline Technologies Group LLC  
 ABA/Routing #: 121000248  
 Account #: 4121566533  
 Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to [Billing@FrontlineEd.com](mailto:Billing@FrontlineEd.com).

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	Frontline ERP, unlimited usage for internal employees	9/16/2025	9/15/2026	9024945 Tornillo ISD	\$46,942.08	\$46,942.08

Your timely payment is important to maintain continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. We are unable to address PO# inquiries. Please check with your internal departments for PO# information. Any PO copies and/or vouchers for signature can be emailed to [billing@frontlineed.com](mailto:billing@frontlineed.com).

SUBTOTAL \$46,942.08

**TOTAL DUE** \$46,942.08  
**by 10/16/2025**



***Technology Department***

19200 Cobb Avenue

Tornillo, TX 79853

Phone 915.765.3035

Fax 915.765.3099

# MEMORANDUM

To:

From:

Subject:

Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



## **Texas Student Data Systems (TSDS) Support Cooperative 2025-2026 Memorandum of Understanding (MOU) 071908 – Tornillo ISD**

The above listed LEA agrees to participate in the Texas Student Data Systems (TSDS), Support Cooperative with Education Service Center Region 19 (ESC Region 19) during the 2025-2026 school year,

### **Description:**

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

### **The TSDS Support Cooperative cost,**

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

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

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

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

### **TSDS Fee Based Services - ESC Region 19 agrees to:**

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



**Each participating LEA agrees to:**

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

**Membership Options**

*Initial the Selected Option*



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

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

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

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

**Option Choice:** \_\_\_\_\_ Option 1 \_\_\_\_\_ **PO Number:** \_\_\_\_\_

<b>Signature of Superintendent / Designee</b>		<b>Date</b>
Carlos Garcia	915-765-3035	GarciaC@tisd.us
<b>Name of LEA Contact</b>	<b>Phone Number</b>	<b>email</b>
Emily Saucedo	915-765-3020	SaucedoE@tisd.us
<b>Name of LEA Secondary Contact</b>	<b>Phone Number</b>	<b>email</b>
<b>Education Service Center Region 19 Executive Director</b>		<b>Date</b>

**For additional information, contact:**

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



***Technology Department***

19200 Cobb Avenue

Tornillo, TX 79853

Phone 915.765.3035

Fax 915.765.3099

# MEMORANDUM

To:

From:

Subject:

Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

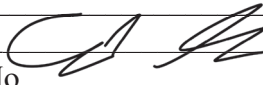
# TTUHSC El Paso – Donation Transfer Request of Property

**Instructions:** Complete all sections of this form and submit it to **Property Management** for review and approval.

## Section 1: TTUHSC EP Department Information

- **Requesting Department:** Texas Tech University Health Sciences Center El Paso Hunt School of Nursing
- **Department Contact Name:** Lorraine Ellis
- **Phone Number:** 915-215-6104
- **Email:** lorraine.d.ellis@ttuhsc.edu
- **Custodian Signature:** Lorraine Ellis

## Section 2: Recipient Information

- **Organization Name:** Tornillo Independent School District
- **Recipient Contact Name:** Carlos Garcia
- **Title:** Technology Director
- **Address:** 19200 Cobb Ave.
- **City, State, ZIP:** Tornillo, TX, 798
- **Phone Number:** (915) 765-3000
- **Email:** GarciaC@tisd.us
- **Recipient Acknowledgment Signature:** 
- **IRS 501(c)(3) Nonprofit Status:**  Yes  No

## Section 3: Property Details - Item Description:

TTUHSC El Paso Tag Number:

Serial Number:

Condition:  Estimated Value:

## Section 4: Justification for Donation

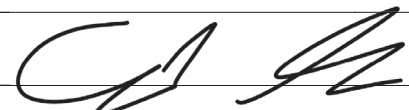
*Explain why the item(s) are no longer needed and how this donation serves a public or institutional benefit:*

## Section 5: Departmental Certification

I certify that the above-listed property is no longer required by my department, has been cleared of institutional data (if applicable), and has no current or foreseeable use within TTUHSC El Paso.

**Requestor's Name (Printed):** Carlos Garcia

**Title:** Technology Director 65

**Custodian Signature:**  **Date:** 7/28/2025

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**RE: \*Important\* Texas Tech University El Paso - 2025 - IT Equipment inventory**

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**From** Ellis, Lorraine D <Lorraine.D.Ellis@ttuhsc.edu>

**Date** Mon 7/21/2025 2:33 PM

**To** Gutierrez-Meraz, Alejandro <GutierrezmerazA@tisd.us>; Garcia, Carlos <GarciaC@tisd.us>

 1 attachment (142 KB)

TTUHSC El Paso Donation Fillable Form\_E98486\_Tornillo ISD\_7.21.25.pdf;

**CAUTION:** This email originated from outside TISD organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Mr. Gutierrez-Meraz,

I hope this email finds you well. We would like to “officially” donate the Telepresence Unit to Tornillo ISD. Please complete **Sections 2 and 5** on the attached form. Note that I listed you as the Requester and you can sign as the Custodian. Please feel free to list and have someone else sign if needed. Once completed and signed, send to me for final signature and I will submit the form to property management for processing. Our Texas Tech Police department has been notified of the intended donation to Tornillo ISD. Please do not hesitate to contact me if you have any questions.

Take care,  
Lorraine

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**From:** Gutierrez-Meraz, Alejandro <GutierrezmerazA@tisd.us>

**Sent:** Monday, February 10, 2025 3:01 PM

**To:** Ellis, Lorraine D <Lorraine.D.Ellis@ttuhsc.edu>; Carlos Garcia <garciaC@tisd.us>

**Subject:** Re: \*Important\* Texas Tech University El Paso - 2025 - IT Equipment inventory

**CAUTION:** This email originated from outside of TTUHSC. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here are the images requested:



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

**INTERLOCAL AGREEMENT  
FOR THE ESTABLISHMENT AND OPERATION OF THE  
EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM  
PURSUANT TO CHAPTER 37 OF THE TEXAS EDUCATION CODE**

This Interlocal Agreement is made by and between the El Paso County Juvenile Board, hereinafter referred to as the “Board”, and the Ysleta Independent School District, hereinafter referred to as “YISD”, Ysleta Board of Trustees, hereinafter referred to as “YISD Board”; and the following school districts: El Paso Independent School District, Anthony Independent School District, Canutillo Independent School District, Socorro Independent School District, Fabens Independent School District, San Elizario Independent School District, Tornillo Independent School District, and Clint Independent School District, hereinafter collectively referred to as the “Districts” and individually as a “Participating District”. These parties enter into this Agreement for the purpose of establishing their respective responsibilities for the operation of the Juvenile Justice Alternative Education Program (JJAEP). Nothing in this Agreement shall be construed to create a direct contractual relationship between any of the Districts and YISD in its capacity as the provider of JJAEP educational services.

**PURPOSE**

The purpose of this Agreement is to provide for the establishment, by the Board, of a JJAEP approved by the Texas Juvenile Justice Department (TJJD) and operated by the YISD, for eligible students of the Participating Districts, as permitted by Texas Education Code § 37.011(e). This Agreement will serve to combine into one system the operational, programmatic, and educational standards for the JJAEP as required under Texas Education Code § 37.011(e) and Title 37, Texas Administrative Code, Chapter 348. The JJAEP shall serve, and the El Paso County Juvenile Probation Department shall be responsible for funding, only placements of students enrolled in the Participating Districts who have been expelled from school for conduct for which expulsion is mandatory under Texas Education Code §37.007(a), (d), and (e). The El Paso County JJAEP is dedicated to providing a safe, inclusive, and productive educational environment for these students, with the academic mission of enabling them to perform at grade level, while empowering them to achieve both academic and personal development. The program shall be located at YISD’s Cesar Chavez Academy, 7814 Alameda Avenue, El Paso, Texas, 79915.

**DUTIES OF THE JUVENILE BOARD AND JJAEP ADMINISTRATOR**

For the provision of JJAEP services, in consideration of YISD's operation of the educational component its role as acting provider of the JJAEP, the Juvenile Board, by and through the County of El Paso, agrees to pay YISD the daily rate approved by the Texas Juvenile Justice Department for each YISD or other Participating District student enrolled in the JJAEP. Payments shall be made using state-appropriated funds from the Texas Juvenile Justice Department for the applicable school year, along with pass-through funding provided by the Participating Districts. Texas Juvenile Justice Department funds include settle-up funds due to unexpended year-end balances. It is understood by YISD that the

daily rate of compensation for educational services is determined by the State of Texas and may be subject to change throughout the year. Payments will be made to the attention of YISD's Chief Financial Officer on a quarterly basis, with the first payment due December 15 of the applicable school year, and all fees to be paid no later than sixty (60) days following the conclusion of the respective school year.

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

## **DUTIES OF YISD AND THE DISTRICTS**

YISD shall provide the facilities, personnel, and services necessary to operate the JJAEP on behalf of the Board in accordance with the Texas Administrative Code, Chapter 348 and the Texas Education Code § 37.011(e). The educational components of the JJAEP shall be subject to the policies adopted by the YISD Board. YISD shall follow the programmatic and process components of the JJAEP as outlined in the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures and Standards, and Texas Administrative Code Standards under Chapter 348. Based on current capacity under building code regulations, YISD is required to have no more than thirty (30) students placed at JJAEP at one time; therefore, YISD shall have no obligation to enroll in JJAEP more than thirty (30) students ("capacity").

YISD agrees to continue providing the personnel and services necessary to operate the JJAEP, including the implementation of a Continuity of Operations Plan (C.O.O.P) to ensure uninterrupted educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Administrative Code (Chapter 348), the Texas Juvenile Justice Department, Department of Public Health, and the Local Health Authority. The C.O.O.P. must address potential modifications to JJAEP educational components in the event of a pandemic or natural disaster. YISD further agrees to provide a copy of the YISD JJAEP Plan of Action prior to the start of the 2025-2026 school year. This plan should include details regarding instructional time (synchronous/asynchronous, traditional, hybrid, or online), student and staff safety procedures, transportation, meals and student search procedures, attendance record keeping plan, and other operational components. YISD will also provide updates to the JJAEP Plan of Action as revisions occur throughout the school year.

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

## **TERMS OF PLACEMENT DUE TO EXPULSION**

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

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

The Participating District must provide a copy of the expulsion notice and all required documentation to the El Paso County Juvenile Probation Department pursuant to § 37.007 of the Texas Education Code and § 52.041 of the Texas Family Code no later than two (2) school days after the final appeal hearing is concluded and the expulsion is upheld. Failure to provide this written notice shall result in the student remaining in the Participating District's Disciplinary Alternative Education Program. The expulsion packet must include the expulsion notice, parent/guardian notification, and the following student information: name, date of birth, student ID number, TSDS number, Law Enforcement Agency (LEA) report number, expulsion term with specific end date, review date, and any applicable special program documentation (e.g. SPED or 504).

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

The Participating District(s) and the JJAEP Campus agree to collaborate and ensure the timely completion of the JJAEP Intake at the JJAEP Campus within seven (7) to ten (10) school days

following formal acceptance. This process is intended to minimize any unnecessary delay in a student's attendance or access to educational services under the JJAEP. Although a student may be accepted into the JJAEP, actual enrollment may be delayed due to capacity limits or other special circumstances. In such cases, the parties agree to provide a minimum of three (3) school days advance notice prior to the scheduled intake. If a student remains in the sending school's Disciplinary Alternative Education Program (DAEP) while pending intake or on the JJAEP waiting list, those days will be credited towards the student's JJAEP placement term.

If a student is expelled and accepted into the JJAEP but does not enroll due to withdraw by a parent/guardian, the student will remain eligible for JJAEP placement upon re-enrollment in a local school district. However, the expelling school district must hold a new expulsion hearing and issue a new expulsion term, along with submitting a complete expulsion packet. Participating Districts shall adhere to the guidelines established under Texas Education Code §§ 37.302, 37.303, 37.304, 37.305, 37.306, 37.307, 37.308, 37.309, 37.310, and 37.311 for students placed in a JJAEP as a result of an offense requiring sex offender registration. Additionally, all Participating Districts must also adhere to the expulsion term guidelines outlined in this Agreement.

In the event that JJAEP enrollment reaches 90% of its capacity, a waiting list shall be established for consideration of additional placements. While on the waiting list, participating districts may assign expelled students to their own district's DAEP. Students will be accepted into the JJAEP in the order they were placed on the waiting list, provided that a minimum of forty-five (45) days remain in their expulsion term. Students expelled for acts of violence or firearm-related offenses shall be given priority placement on the waiting list and may be accepted for placement in the JJAEP up to the 100% capacity limit. Additionally, the JJAEP will not accept any new referrals within the last three (3) weeks of YISD's instructional school year. Referrals submitted during this period shall be denied placement or, at the discretion of the JJAEP Administrator, may be considered for placement in the following academic year. In either case, the referred student will remain the responsibility of the Participating District, which must continue to place the student in its own DAEP for the remainder of the school year and until the student is formally accepted into the JJAEP.

## **SPECIAL CIRCUMSTANCES AFFECTING LENGTH OF PLACEMENT**

YISD agrees to provide capacity for up to thirty (30) students at the JJAEP. However, the Parties agree that special circumstances may arise if the JJAEP reaches 90% of its capacity, or if any single Participating District accounts for more than 67% of total student enrollment. Under such conditions, YISD may limit the length of an individual student's placement at the JJAEP to a maximum of one hundred (100) school days, with the required 75-day placement review held at an earlier date mutually agreed upon by the JJAEP Administrator and the Participating District. This placement limitation shall not apply to students expelled for offenses involving firearms or those who, as determined by the Participating District and with the concurrence of the JJAEP Administrator, pose an ongoing threat to the safety of other students or district employees. In the event a student enrolled in the JJAEP commits an infraction that violates the YISD or JJAEP Student Code of Conduct, YISD reserves the right to take disciplinary action in accordance with the JJAEP Student Code of Conduct.

Such action may result in an extension of the student's term of expulsion and continued placement at the JJAEP.

## **TERMS OF EXIT**

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

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

For a student expelled and placed in the JJAEP for a term of seventy-five (75) school days or more, Participating Districts agree to attend a review upon the student's 75<sup>th</sup> school day in JJAEP to evaluate eligibility for early removal based on academic progress and/or other factors. On a case-by-case basis, at the beginning of the school year, the JJAEP will conduct placement reviews for returning JJAEP students who were carried over from the previous school year, have met the 75<sup>th</sup> day in placement, and are considered for early release due to demonstrated progress or other qualifying circumstances. The JJAEP agrees to facilitate these placement review hearings and coordinate efforts with the student's home district and campus.

For students expected to graduate upon completion of required credits and state-mandated graduation requirements while enrolled in the JJAEP, the Participating District must collaborate with YISD to ensure the student is provided the opportunity to graduate on time. This includes verifying the student's academic status, coordinating final credit evaluations, providing necessary documentation, and assisting with graduation-related planning. The Participating District and YISD will work jointly

to determine the most appropriate graduation setting to ensure that all support is in place to facilitate a successful completion of the student's high school education.

## **CURRICULUM AND ATTENDANCE**

YISD shall provide a JJAEP to serve students referred from YISD and Participating Districts. The JJAEP will operate in full compliance with all applicable requirements under Chapter 37 of the Texas Education Code, the State Board of Education, Texas Administrative Code Chapter 348, and the Texas Juvenile Justice Department. This includes, but is not limited to, providing a curriculum in English Language Arts, Mathematics, Science, Social Studies, Self-Discipline, and a high school equivalency program that meets requirements under Texas Administrative Code, Chapter 348.206 (b)(3), as well as administering assessment instruments in accordance with Subchapter B, Chapter 39 (State Assessment) of the Texas Education Code. All students enrolled in the JJAEP must take the statewide assessment as required under Section 39.023 of the Texas Education Code. YISD and Participating Districts agree to the use of the online version of the Iowa Test of Basic Skills (ITBS), a nationally standardized achievement test, and the development of an individualized academic plan based on ITBS results to meet each student's educational needs. Students enrolled in the JJAEP for a minimum of seventy-five (75) school days shall be pre-tested within ten (10) school days of enrollment, and those enrolled for at least sixty-five (65) school days shall be post-tested prior to exit from the JJAEP.

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

The JJAEP shall operate for at least seven (7) hours per instructional day over one hundred eighty (180) school days, totaling 75,600 instructional minutes. These minutes include time allotted for lunch and transitions but do not include early release days, inclement weather days, or other waiver days. A JJAEP student is noted as present if they attend at least four (4) hours of instructional time in a school day. Attendance is documented and verified through daily sign-in sheets and attendance records for each enrolled JJAEP student. If a JJAEP student is detained/incarcerated, absent for a minimum of ten (10) consecutive school days, reported as a runaway, experiencing an extended illness or medical condition, or admitted to inpatient services, the student will be coded as inactive. Inactive status will not be counted as absent or present for JJAEP reporting purposes. Students maintained on inactive status for thirty (30) consecutive school days shall be withdrawn from the JJAEP on the thirty-first (31<sup>st</sup>) inactive day. The Participating District shall be notified in writing upon a student's placement into inactive status and prior to the student's withdrawal from the JJAEP due to exceeding the thirty (30) consecutive school days in inactive status.

The JJAEP must provide the Juvenile Probation Department with monthly attendance records for all students enrolled in the JJAEP. YISD agrees to complete and submit the **JJAEP MONTHLY ACTIVITY REPORT (MAR) (EXHIBIT “C”)** no later than the 3<sup>rd</sup> calendar day of each month. If the 3<sup>rd</sup> calendar day falls on a weekend or holiday, submission is required on the next business day. YISD acknowledges that subsequent payments under this Agreement are contingent upon the data reported in the JJAEP attendance records and the Monthly Activity Report (MAR).

YISD agrees to serve youth up to the compulsory school attendance age, which has been raised to the student's 19<sup>th</sup> birthday. YISD shall implement attendance procedures that promote engagement by campus staff with families to identify and address the root causes of non-attendance. Parents or guardians must be notified promptly of any unexplained absences, followed by interventions such as phone calls and/or home visits to address recurring unexcused absences. If an underlying issue is identified, the JJAEP Campus Administrator or designee shall determine and implement appropriate Truancy Prevention Measures (TPMs) in alignment, to the greatest extent possible, with the El Paso County Truancy Prevention Plan. TPMs may include, but are not limited to, behavior-specific intervention plans, counseling, mediation, restorative practices, in-school suspension (ISS), or out-of-school suspension (OSS). If TPMs are unsuccessful and truancy persists, YISD shall refer the student to the District Attorney’s Office or the appropriate Truancy Court authority within two (2) school days, as required for JJAEP students. YISD shall maintain written policies and procedures specifying which staff member is responsible for reporting student absences to the Participating District. Absences shall be reported via email at a frequency established by policy, and the JJAEP Administrator must be copied on all such email transmissions.

YISD agrees to provide written notification regarding school matters directly to JJAEP students who are eighteen (18) years of age or older. Notification to a parent or guardian is not required unless the student has provided written consent; the student has a disability and has provided consent under Chapter 1357 of the Texas Estates Code; or the student qualifies as a dependent under Section 152 of the Internal Revenue Code and such notification is required under the Individuals with Disabilities Education Act (IDEA) prior to the student reaching the age of eighteen (18).

## **PLACEMENT OF STUDENTS WITH DISABILITIES / ADMISSIONS, REVIEW, AND DISMISSAL**

YISD shall provide educational services to students who qualify under the Individuals with Disabilities Education Act (IDEA), section 504 of the Rehabilitation Act of 1973, and English as a Second Language (ESL) programs. The placement of a student receiving special education services into the JJAEP must comply with the provisions outlined in Title 20, United States Code, Chapter 33. Special education services must continue to provide all related services as outlined in the student’s Individualized Education Plan (IEP).

Participating Districts may expel a student identified under Individuals with Disabilities Education Act (IDEA) or section 504 of the Rehabilitation Act of 1973 for mandatory expellable offenses involving weapons, illegal drugs or controlled substances, or the infliction of serious bodily injury on another person, whether the offense occurs on or off school property, including at school, on school premises, or at a school-related or school-sponsored function or activity (in accordance with Title 20 of the United

States Code § 1415(k) and Title 34 of the Code of Federal Regulations § 300.520), but only after a duly constituted Admission, Review, and Dismissal (ARD) or section 504 committee meeting is held. If the ARD or 504 committee determines that the alleged misconduct is not a manifestation of the student's disability, the student may be expelled for a minimum of seventy-five (75) school days. However, if the misconduct is determined to be a manifestation of the student's disability, the expulsion may not exceed **forty-five (45) school days**.

Participating Districts agree to invite a representative of the JJAEP Campus to attend the incoming JJAEP student's ARD or 504 committee meeting as a non-consensus member. The Participating District shall provide reasonable advance notice of the scheduled ARD or 504 committee meeting to both the JJAEP Campus Administrator and the JJAEP Administrator. As such, the JJAEP Campus Administrator or designee agrees to attend this ARD or 504 meeting, as participation is critical in preparing for the incoming student's special education service needs and ensuring continuity of services upon placement at the JJAEP.

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

If the JJAEP staff suspects that a student who has not been previously identified under IDEA may be eligible for special education services, the JJAEP shall refer the student to the student's home district for potential evaluation in accordance with applicable state and federal laws and regulations.

## **ESL SERVICES**

The JJAEP, in collaboration with the sending Participating District, shall ensure that any student identified as a non-English-speaker or as an English as a Second Language (ESL) receive services and instructional support appropriate to their language proficiency needs. The determination of required services shall be made by the student's Language Proficiency Assessment Committee (LPAC) and must be based on documented assessment data. All LPAC and service plans must be formally documented and maintained in the student's educational records.

## **TRANSPORTATION SERVICES**

Transportation of students attending the JJAEP shall be the sole and exclusive responsibility of the student's Sending Participating District. Under no circumstances shall the JJAEP or the Educational Fiscal Agent provide transportation for students referred by Participating Districts. While YISD may provide transportation for its own expelled students attending the JJAEP, it is not responsible for providing transportation to or from the JJAEP for students from other school districts, including those with disabilities who require transportation as a related service under an Individualized Education Program (IEP) or Section 504 Plan.

Before a student is recommended or referred for placement at the JJAEP, the Participating District must evaluate the student's access to reliable transportation and must develop a written transportation

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

It is the responsibility of the Participating District to notify the student's parents or guardians of the initial transportation plan and to communicate any subsequent changes in a timely manner. If transportation issues arise after the student's placement, an emergency meeting will be held with all parties involved, including the student's parents or guardians. Should transportation remain a continued barrier to attendance, the student may be exited from the JJAEP and returned to the Participating District for alternative placement or further action.

## **POLICY AND PROCEDURES AND STUDENT CODE OF CONDUCT**

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

YISD, the JJAEP Campus, and the JJAEP Administrator agree to actively participate in collaborative efforts, including quarterly meetings, to discuss areas of concern, provide updates, address challenges, and review potential revisions to policies, procedures, and legislative changes that may impact JJAEP Campus operations and services. These meetings and activities shall also serve to inform enhancements or modifications to the El Paso County JJAEP Policies, Procedures, and Standards, the El Paso County JJAEP Student Code of Conduct, and the El Paso County JJAEP Interlocal Agreement. All such documents must be approved by the El Paso County Juvenile Board, the YISD Board of Trustees, and the School Boards of all Participating Districts, and must be submitted to the Texas Juvenile Justice Department (TJJD) in accordance with applicable regulations.

## **JJAEP EDUCATIONAL STAFF**

JJAEP educational staff shall be employees of YISD and shall be subject to all applicable YISD personnel policies and the YISD Employee Code of Conduct. YISD further agrees to comply, as its sole expense, with Section 22.0834 of the Texas Education Code ("Criminal History Record Information Review of Certain Contract Employees"), along with applicable rules adopted by the

Texas Commissioner of Education, High School/College Board policies, and other related regulations. YISD shall certify that all “Covered Employees” and JJAEP staff members do not have a “Disqualifying Criminal History” as defined under applicable law. YISD shall ensure that all JJAEP staff, including temporary, seasonal, substitute employees, and volunteers have successfully completed and passed a criminal background check **prior to having any “direct” contact with JJAEP students**. YISD agrees that all assigned JJAEP employees (including substitutes that will work within a JJAEP for six (6) weeks or more) shall attend both the JJAEP New Employee Orientation and the JJAEP Annual Refresher Training, as applicable.

YISD agrees to complete the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT “F”)** for each employee assigned to work with JJAEP students. YISD will provide verification that all required certifications are current and that the employee has completed the necessary training as required by this agreement. The form must be completed and signed by an authorized Human Resources representative certifying that the employee meets all qualifications for the position held. For returning YISD employees, the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT “F”)** shall be re-certified annually and submitted to the Juvenile Probation Department no later than October 15<sup>th</sup> of each year.

In accordance with Texas Administrative Code, Chapter 348.200(g)(4), YISD shall ensure adequate supervisory staffing levels. All JJAEP employees, including long-term substitutes (six weeks or more), who do not meet the “professional” designation (e.g., certified teachers, student aides, paraprofessionals, nurses, physicians, commissioned law enforcement officers) must maintain current certifications in Crisis Prevention Intervention (CPI), CPR, and First Aid through YISD-provided training. Teacher aides and Community in School (CIS) Coordinators are exempt from obtaining the Community Activities Officer (CAO) certification requirement, as they are not employed by a juvenile probation department or juvenile facility.

Pursuant to Texas Administrative Code § 350.100, the JJAEP is considered a Juvenile Justice Program. As such, all YISD personnel assigned to the JJAEP must comply with the standards set forth in Texas Administrative Code, Chapter 358 regarding the identification, reporting, and investigation of abuse, neglect, exploitation, death, and serious incidents. YISD shall ensure that all JJAEP staff, including administrators, are trained on these standards and fully understand the timelines and procedures for reporting. Additionally, all staff must adhere to the Prison Rape Elimination Act (PREA) and uphold a strict zero-tolerance policy regarding any form of physical, emotional, or sexual abuse.

In the event of a reportable incident, YISD personnel must complete and submit the **TJJD INCIDENT REPORT FORM (EXHIBIT “G”)** and the **TJJD INTERNAL INVESTIGATION REPORT FORM (EXHIBIT “G-1”)**. These forms, along with any supporting documentation, must be transmitted via email and phone call to: [1-877-786-7263](tel:1-877-786-7263) and [abuseneglect@tjtd.texas.gov](mailto:abuseneglect@tjtd.texas.gov), as well as to the Juvenile Probation Department /County. YISD shall also report such incidents to local law enforcement as required under Chapter 348 and 358 of the Texas Administrative Code and must notify the JJAEP Administrator via email immediately but not later than the next business day.

## **RECORDS AND RETENTION**

YISD shall maintain, and make available for inspection, audit, or reproduction by an authorized representative of El Paso County, the El Paso County Juvenile Probation Department, the State of Texas, or the Federal Government, all books, documents, and other records pertaining to the costs and expenses of operating the JJAEP under this Agreement, hereinafter called the “Records”. These records shall be maintained and retained for a minimum of seven (7) years following the end of the contract period. If any litigation, claim, or audit involving these “Records” is initiated before the end of the seven (7) year period, YISD shall retain the “Records” until all such matters are resolved or until the seven (7) year period ends, whichever is later.

## **SUPPLEMENTARY PROGRAM FUNDING**

Each Participating District agrees to allow YISD to apply for eligible State grant funding for the JJAEP and to reasonably cooperate in the grant application process. Any funds obtained from the State shall be utilized primarily to offset educational expenses incurred by the Participating Districts, including YISD. Any remaining funds may be allocated for the expansion and improvement of the JJAEP.

## **EFFECTIVE DATE**

This Agreement shall become effective on July 28, 2025, regardless of the date of execution by the parties. The parties agree that the authorized signature of any additional Participating District joining this Agreement by counterpart shall constitute a binding commitment and shall be effective as to all signatories once executed by YISD.

## **TERMINATION**

This Agreement shall remain in effect through July 27, 2026. Either the “Board” or “YISD” may terminate this Agreement by providing one-hundred eighty (180) days’ written notice of termination. Notice of termination by any Participating District shall apply solely to that district and shall take effect at the conclusion of the then-current contract year. The Agreement may be renewed for a maximum of two (2) additional one (1) year terms upon written agreement by the YISD and the El Paso County Juvenile Board.

YISD, the Participating Districts, and the Juvenile Board agree that changes to the JJAEP Policies, Procedures and Standards, JJAEP Student Code of Conduct, or this JJAEP Interlocal Agreement, may be made with the written agreement of YISD and the El Paso County Juvenile Board.

## **NOTICE**

All notices under this Agreement shall be sent by certified mail, return receipt requested, to the individuals identified in the attached contact listing, which is incorporated herein. Any Participating

District joining the Agreement by counterpart shall also identify a designated representative for notice purposes.

### **SEVERABILITY**

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

### **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties. Any prior oral or written agreements are hereby superseded and merged into this Agreement.

### **INSPECTION OF RECORDS**

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

### **EXECUTION**

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

### **EQUAL EMPLOYMENT POLICIES**

YISD affirms its status as an equal opportunity employer and does not discriminate on the basis of race, color, national origin, religion, sex, disability, genetic information, or age in its programs, activities, or employment.

### **FAILURE TO PAY**

In the event the Board fails to make timely payments to YISD under the terms and conditions of this Agreement within the times set forth herein, YISD may terminate this Agreement, but only if the Board has failed to make such payments following thirty (30) days’ written notice to cure from YISD. YISD may not terminate this Agreement after giving such notice unless YISD has first made itself available to meet with the Board to attempt in good faith to resolve the matter.

## **IMMUNITY**

Nothing herein shall waive or reduce the sovereign immunity of the parties hereto or broaden the limited waiver of immunity provided by the Texas Tort Claims Act (TTCA) and the Texas Education Code § 37.011(o).

## **CHANGE OF CAMPUS LOCATION**

Notice of any campus location changes shall be provided at least thirty (30) days in advance or as soon as possible thereafter. An amendment to this Agreement shall not be required solely due to a change in campus location.

## **CONFLICT RELATED DOCUMENTS**

In the event of any conflict or inconsistency among related documents, the following order of precedence shall apply: The El Paso County Juvenile Probation Department Policies, Procedures and Standards for the Juvenile Justice Alternative Education Program and its accompanying exhibits.

**YISD INTERLOCAL SY 2025-2026**  
**CONTACTS AND ADDRESS INFORMATION**

School District	Address
Clint Independent School District James R. Pendell, Board President	14521 Horizon Boulevard El Paso, Texas 79928
Fabens Independent School District Luis “Charlie” Estrada, Board President	821 NE "G" Avenue Fabens, Texas 79838
San Elizario Independent School District Eduardo Chavez, Board President	1050 Chicken Ranch Road San Elizario, Texas 79849
Socorro Independent School District Michael A. Najera, Board President	12440 Rojas Drive El Paso, Texas 79928
Tornillo Independent School District Marlene Bullard, Board President	19200 Cobb Avenue Tornillo, Texas 79853
Ysleta Independent School District Carlos Bustillos, Board President	9600 Sims Drive El Paso, Texas 79925
El Paso Independent School District Leah Hanany, Board President	1014 N. Stanton Street El Paso, Texas 79902
Anthony Independent School District Angel J. Cuellar, Board President	840 6 <sup>th</sup> Street Anthony, Texas 79821
Canutillo Independent School District Armando Rodriguez, Board President	7965 Artcraft Road El Paso, Texas 79932
El Paso County Juvenile Probation Department Rosie Medina, Chief Juvenile Probation Officer	6400 Delta Drive El Paso, Texas 79905
El Paso County Juvenile Board Honorable Selina Saenz, Chairperson	500 E. San Antonio Avenue, Suite 1105 El Paso, Texas 79901

**JJAEP SY 2025-2026 INTERLOCAL EXHIBIT LISTING**

**EXHIBIT A - MANDATORY EXPULSIONS OFFENSE CODES**

**EXHIBIT B - JJAEP SCHOOL RECORDS REQUEST FORM**

**EXHIBIT C - JJAEP MONTHLY ACTIVITY REPORT (MAR)**

**EXHIBIT D - EL PASO COUNTY JUVENILE PROBATION DEPARTMENT JJAEP  
POLICIES, PROCEDURES, AND STANDARDS**

**EXHIBIT E - EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (SCC)**

**EXHIBIT F - JJAEP HR RECORDS AND CERTIFICATION FORM**

**EXHIBIT G - TJJD INCIDENT REPORT FORM**

**EXHIBIT G-1 - TJJD INTERNAL INVESTIGATION REPORT FORM**

**EXHIBIT H - YISD 2025-2026 SCHOOL CALENDAR**

**IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:**

**EL PASO COUNTY JUVENILE BOARD**

By:   
Honorable Judge Selina Saenz  
El Paso County Juvenile Board Chair  
65<sup>th</sup> District Court Judge

Date: July 31, 2025

**APPROVED AS TO CONTENT:**

  
Chief Juvenile Probation Officer, Rosie Medina

8/1/2025  
Date

**IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:**

**ATTEST:**

**YSLETA INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Connie Woodruff, Board Secretary

By: \_\_\_\_\_  
Carlos Bustillos, Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Chief Counsel for YISD

By: \_\_\_\_\_  
Priscilla Mata

Date: \_\_\_\_\_

**JUVENILE JUSTICE ALTERNATIVE EDUCATION  
(JJAEP) MANDATORY OFFENSES**

**SY 2025-2026**

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

**\*\*Mandatory Placements Expanded Under HB6\*\***



# 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 ( <b>high school only</b> ) |
| <input type="checkbox"/> Copy of JJAEP offense discipline referral     | <input type="checkbox"/> Audit Sheet ( <b>high school only</b> )               |
| <input type="checkbox"/> Immunization Record                           | <input type="checkbox"/> <b>STAAR/SAT/ACT/EOC</b> 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: \_\_\_\_\_ Date  
CCA Official Signature



# 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>
<b>Total number of days program operated</b>			
<b>Total number of actual student attendance days</b>			
<b>Total number of actual student absences</b>			
<b>Total number of Inactive days</b>			
<b>Number of students in program at beginning of reporting period</b>			
<b>Number of students added</b>			
<b>Number of students exited</b>			

\* "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

6/30/2025



**THE DISTRICT**  
YSLETA INDEPENDENT SCHOOL DISTRICT



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# TEXAS JUVENILE JUSTICE DEPARTMENT STANDARDS §348

## JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAMS

### §348.100 PURPOSE

This chapter establishes minimum operational, programmatic, and educational standards for juvenile justice alternative education programs in Texas.

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

### §348.102 DEFINITIONS

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

- (1) Absent Days**--The actual number of instructional days a student enrolled in the JJAEP is not in attendance for a minimum of four (4) hours.
- (2) Attendance Days**--The actual number of instructional days a student enrolled in the JJAEP is in attendance for a minimum of four (4) hours.
- (3) Community Activities Officer**--The definition assigned by [Texas Administrative Code §344.100](#).
- (4) Inactive Status**--Attendance status assigned to a student in which the student remains enrolled but is not counted as absent or present.
- (5) Intensive Physical Activity**--Rigorous physical activity that involves rhythmic, repetitive physical movement that uses large muscle groups and results in an increase in heart rate and respiration. This term does not include activities required as part of a physical education class.
- (6) JJAEP Administrator**-- A juvenile probation department employee designated by the chief administrative officer or governing board of a juvenile probation department as the person responsible for the overall management of the JJAEP.
- (7) JJAEP Electronic Data Interchange (EDI) Extract**--An automated process to extract and submit modified case records from the juvenile probation department's case management system to TJJD.
- (8) JJAEP Staff Member**--Any full-time, part-time, temporary, or seasonal employee or volunteer performing JJAEP-related duties.
- (9) Juvenile Justice Alternative Education Program (JJAEP)**--An educational program operated by the juvenile board designated to serve students pursuant to [Chapter 37, Education Code](#).
- (10) Juvenile Probation Department (Department)**--The definition assigned by [Texas Administrative Code §344.100](#).
- (11) Juvenile Probation Officer**--The definition assigned by [Texas Administrative Code §344.100](#).
- (12) Juvenile Supervision Officer**--The definition assigned by [Texas Administrative Code §344.100](#).
- (13) Sending School District**--The school district that sends the notice of expulsion and/or documentation needed for a student to enroll in a JJAEP.
- (14) TJJD**--The Texas Juvenile Justice Department.
- (15) Exit Reason**--The reason a student exits the JJAEP program. A student shall be accounted for in only one of the following categories:
- (A) Completed program/returned to home school**--The student's term of expulsion has expired or has been terminated early by the home school district.
  - (B) Completed program/term of probation expired**--The student has returned to the home school district due to the expiration of the probation order or the term of probation placement in JJAEP ended.
  - (C) Completed program/term of placement ended**--The student has returned to the home school district due to the termination of both expulsion status and probation status.

- (D) GED Completion--The student has successfully tested and passed the high school equivalency examination.
- (E) Graduated--The student has completed all necessary requirements to receive a high school diploma.
- (F) Left Program Incomplete--The student has been terminated from the program due to:
  - (1) a probation modification or revocation;
  - (2) an out-of-home placement;
  - (3) being held in juvenile detention;
  - (4) being held in jail;
  - (5) absconding (violation of conditions of release from detention or court order);
  - (6) being committed to the Texas Juvenile Justice Department;
  - (7) being committed to the Texas Department of Criminal Justice; or
  - (8) being truant or a runaway.
- (G) Other--The student left the program due to an out-of-county move, death, medical reason, other non-delinquency reason, or withdrew to enroll in another educational program that is not provided by the student's home district (i.e., expelling school).

### §348.104 INTERPRETATION AND APPLICABILITY

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

### §348.106 WAIVERS AND VARIANCES

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

The El Paso County Juvenile Board may request a waiver from the Texas Juvenile Justice Department (TJJD) for one or more standards under this Chapter, excluding those mandated by statute or the Constitution. The request must include a detailed plan to achieve compliance by a specified date, along with a justification explaining why immediate compliance is not feasible. Waivers may be granted for a period not to exceed two (2) years and may be issued pursuant to a grant contract with counties that are not required to operate a JJAEP. If the TJJD defers waiver authority to the local juvenile board, such as during a pandemic or natural disaster, the Juvenile Court Judge may approve waivers for specific standards that cannot be met within the designated time frames.

## §348.200 PROGRAM ADMINISTRATION AND ORGANIZATION

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

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

The Ysleta Independent School District (YISD) shall provide the facilities, personnel, and services necessary to operate on behalf of the Juvenile Board, a JJAEP approved by the Texas Juvenile Justice Department (TJJD), as outlined under Chapter 348 of the Texas Administrative Code and as permitted under § 37.011(e) of the Texas Education Code ("JJAEP Services"). The educational components of the JJAEP, including but not limited to online instruction and distance learning, shall be governed by policies adopted by the YISD Board of Trustees. The JJAEP shall adhere to the programmatic and operational components outlined in the El Paso County JJAEP Policies and Procedures, as well as the applicable standards set forth in the Texas Administrative Code.

The standard school day for the JJAEP is as follows:

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

Any deviation from scheduled times must be reported to the JJAEP Administrator.

The JJAEP must continue to provide the personnel and services required to operate the JJAEP and shall implement a Continuity of Operations Plan (COOP) to maintain educational services in accordance with guidance from the Texas Education Code, Texas Education Agency, Texas Juvenile Justice Department, Department of Public Health, and the Local Health Authority. This includes responding to changes resulting from pandemics or natural disasters. YISD shall provide the JJAEP Administrator with all relevant documentation related to online instruction, curriculum, attendance, and student progress. In the event if a pandemic or other emergency, YISD shall also provide a JJAEP specific Plan of Action detailing instructional models (synchronous/asynchronous, traditional, hybrid, or online), student and staff safety protocols, transportation, meals, search procedures, attendance tracking, and any other operational considerations. This plan must be submitted before the start of the school year and updated as necessary thought the year.

### PROCEDURE

Written policies and procedures governing all facets of the JJAEP's operation, including but not limited to personnel, administration, programming, training, and compliance with Chapter 348 of the Texas Administrative Code shall be maintained and followed. The El Paso County JJAEP Policies, Procedures, and Standards are incorporated as **EXHIBIT A** of the JJAEP Interlocal Agreement between the Juvenile Probation Department and participating ISDs. This inclusion facilitates compliance with TJJD requirements and clarifies both TJJD and YISD expectations. The JJAEP Policies 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 shall be copied onto electronic storage devices and provided to the JJAEP Campus for provision to all newly hired regular status employees, temporary employees, and both short and long-term substitutes prior to having direct contact with JJAEP students.
2. The JJAEP Summary of Policies and Procedures (**APPENDIX A**) and JJAEP Student Code of Conduct (**APPENDIX B**) must be reviewed with each staff member by a Campus Administrator or designee prior to any contact with JJAEP students.
3. Policy review shall occur upon the employee's first arrival at the JJAEP Campus, with instructions to complete the review before attending the scheduled JJAEP New Employee Orientation (NEO).
4. All new employees including regular staff, temporary employees, and substitutes must sign and date the JJAEP Summary of Policies and Acknowledgment Form (**APPENDIX C**) to document compliance with §348.202 and §348.224 of the Texas Administrative Code. The form also instructs employees to review the entire policies before attending the JJAEP New Employee Orientation (NEO).
5. Short-term substitutes assigned to the JJAEP for less than six (6) weeks are only required to review and acknowledge receipt of the JJAEP Summary Form of Policies and Procedures and the JJAEP Student Code of Conduct. Attendance at the JJAEP New Employee Orientation (NEO) is not required.
6. All other employees, including new regular status ISD employees and long-term substitutes assigned or expected to work at the JJAEP for more than six (6) weeks (continuously or intermittently), must attend the JJAEP New Employee Orientation (NEO) within two (2) weeks of their assignment.
7. The JJAEP Administrator or designee shall conduct the JJAEP New Employee Orientation (NEO), prioritizing a review of the most critical policy and procedural components
8. As part of the JJAEP annual refresher and staff development training held at the beginning of the school year, the JJAEP Administrator shall provide each JJAEP staff with either an electronic storage device or a shared digital link containing the TJJD standards, JJAEP Policies and Procedures, JJAEP Student Code of Conduct, the current JJAEP Interlocal Agreement, applicable training presentations, and all necessary forms and contact information necessary for the effective operation of the program.
9. Upon receipt of the electronic storage device or shared digital link, each employee shall sign and date the required acknowledgment form (**APPENDIX C**).
  - a. If the summary of policies and storage device or digital link is provided as part of new hire process, the Campus Administrator or designee shall sign the acknowledgement form as witness and obtain the employee's signature. Copies of the signed form shall be provided to the employee and Campus Administration, with a copy forwarded to the JJAEP Administrator by the end of the workday. The original acknowledgment form shall be retained by the JJAEP Campus Administrator.
  - b. If the electronic storage device or digital link is distributed during the annual refresher, the JJAEP Administrator shall sign the acknowledgment form as the witness and obtain the employee's signature. Copies of the acknowledgment form shall be provided to the employee and Campus Administration, and the original shall be retained and scanned by the JJAEP Administrator.
10. YISD administrative personnel shall advise in writing when ISD personnel policies conflict and will result in non-compliance with the JJAEP Interlocal Agreement, policies, or TJJD standards. Such notification is required by October 1 of each year and will require the state and/or JPD chain of command to be notified for further discussion to determine an appropriate course of action.
11. YISD shall ensure that security and control procedures are in place at every JJAEP location. This will be done in accordance with Section 348.216 of the Texas Administrative Code: Security and Control.
12. Campus Administrators are responsible for ensuring all new and long-term staff becomes thoroughly familiar with the JJAEP Program and the contents of the JJAEP Policies and Procedures Manual to maintain student and staff safety.
13. Campus Administrators shall actively promote compliance and address instances of internal non-compliance with JJAEP standards.

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

## **POLICY**

The El Paso County JJAEP does not currently engage in research studies. Should a research proposal be considered in the future, it must be reviewed and approved by the Chief Juvenile Probation Officer and/or the Juvenile Board to ensure alignment with TJJD standards and departmental policies.

## **PROCEDURE**

1. Students may voluntarily participate in approved research studies only with the prior written consent of their parent, guardian, or custodian. A copy of the signed consent form shall be maintained in the student's electronic file. Participation is strictly voluntary, and refusal to participate shall not result in any adverse consequences for the student.
2. Under no circumstances shall stimulants, tranquilizers, or psychotropic drugs be administered for experimental or research purposes.
3. Participation in any form of medical, pharmaceutical, or cosmetic research programs is strictly prohibited 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 at the conclusion of each academic year and prior to the start of the subsequent academic year. The Annual Performance Review aims to assess the program's effectiveness and overall performance in fulfilling the mission of the JJAEP.

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

## **PROCEDURE**

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

1. Number of students entering and exiting the program;
2. Reasons for student entries and exits;
3. Number of students identified as eligible for special education services;
4. Academic performance of students, including passing rates and earned half credits (if applicable) for those who exited;
5. Attendance rates for the duration of each student's enrollment;
6. Assessment scores for mathematics and reading as measured by the IOWA;

7. Number of new arrests or referrals incurred during the entire length of enrollment for students who exited the program;
8. Number and type of restraints used (e.g., mechanical, or personal) throughout the school year;
9. Number of JJAEP Family Program Orientations conducted;
10. Number of JJAEP Exit Transition Meetings held with participation from the student, parent/guardian, assigned Juvenile Probation Officer, and JJAEP Campus representative;
11. Number of students who successfully complete their Court-Ordered Probation or Deferred Prosecution terms during or following their JJAEP enrollment;
12. Number of New Employee Orientations conducted.

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

**348.200 (f) JJAEP Management Review.** The JJAEP Administrator 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, including its respective policies and procedures, shall be reviewed annually through a Management Review conducted by the JJAEP Administrator and approved by the Director of Intake Services. The JJAEP Management Review serves as a mechanism for evaluation key operational areas such as safety and security, inter-local cooperation, student code of conduct, and overall program efficiency and for identifying necessary updates prior to the start of each academic year. The review will help determine the continued relevance and alignment of JJAEP policies and procedures with the program's mission. All proposed revisions, modifications, or updates shall be presented to the Juvenile Board for final approval.

## PROCEDURE

1. Any changes to the Texas Juvenile Justice Department (TJJD) standards, Texas Administrative Code (TAC), or Texas Education Code (TEC) enacted by the state legislature will be reflected in the upcoming year's JJAEP Policies and Procedures and/or JJAEP Student Code of Conduct Handbook.
2. The JJAEP Administrator shall obtain input from Campus Administrators and ISD personnel annually to promote collaborative efforts toward the efficient and effective operation of the JJAEP.
3. The JJAEP Management Review will include, but is not limited to, evaluation of the following areas:
  - (A) Safety and Security;
  - (B) Inter-local Cooperation;
  - (C) Student Code of Conduct;
  - (D) Policies and Procedures;
  - (E) Operational Efficiency;
4. The JJAEP Administrator will use the **COMPLIANCE MONITORING ASSESSMENT (STANDARDS AND PROGRAM-APPENDIX E)** and **COMPLIANCE MONITORING ASSESSMENT (PHYSICAL PLANT-APPENDIX E-1)**, along with the County of El Paso Contract Monitoring System, to identify and track areas of concern requiring corrective action.
5. A JJAEP Compliance Monitoring Summary Report shall be prepared based off the **COMPLIANCE MONITORING ASSESSMENT TOOLS (See APPENDIX E AND E-1)**. This report will summarize findings of compliance and non-compliance, describe corrective measures implemented at both the campus and administrative levels, and note any recurring or unresolved issues.

- a. The final versions of the Compliance Monitoring Assessments and Summary Report shall be submitted to the YISD Superintendent following presentation to the Juvenile Board as part of the Annual Management Review process. These compliance documents will be used as part of the JJAEP performance measures and quality assurance.
- 6. Any discrepancies identified during the physical plant inspection shall be forwarded to the JJAEP Campus Administrator, who will be given thirty (30) school days to resolve identified issues. The JJAEP Administrator will conduct follow-up to confirm that corrective action was completed and that compliance has been achieved.
- 7. If the JJAEP Campus Administrator is unable to resolve identified issues within the established timeline, the matter shall be elevated to the district associate superintendent overseeing alternative schools. The associate superintendent will be responsible for ensuring compliance and providing written confirmation that the facility meets the requirements of the Interlocal Agreement and TJJD standards within the designated timelines.
- 8. Compliance monitoring in all operational areas is ongoing and shall be reviewed at least monthly by the JJAEP Administrator and/or Director of Intake Services. Findings will be recorded on the **COMPLIANCE MONITORING ASSESSMENT-STANDARDS AND PROGRAM-APPENDIX E**.
  - a. Instances of non-compliance shall be notified to the JJAEP Campus Administrators in writing for corrective action. If unresolved within thirty (30) school dates, the issue along with corrective action taken will be documented in the Annual Management Review to the Juvenile Board, and included in the Compliance Letter submitted to the YISD Superintendent and School Board.
  - b. Any non-compliance with the JJAEP Interlocal Agreement will also be reported to the County of El Paso Auditor as part of the County's contract management system and performance review.
  - c. Both Compliance Monitoring Assessments and related Compliance Letters must be completed and submitted no later than the tenth(10<sup>th</sup>) calendar day of the month following the conclusion of the school year. This deadline ensures that all operational months are reflected and allows sufficient time for administrators at the campus and district levels to review and respond within thirty (30) calendar days.
- 9. The compliance monitoring process enables a thorough review of all aspects of the JJAEP operations and informs any necessary policy or procedural revisions, facilitating ongoing collaboration with YISD.
- 10. An annual policy review meeting will be held prior to the start of the school year to allow YISD and JPD to collaborate on any proposed policy revisions for the upcoming academic year.
- 11. TJJD Compliance Audits are conducted at least once every two (2) years, either on-site or virtually, and may also occur randomly through desktop audits based on data reviews and JJAEP case sample analysis.
- 12. To ensure the integrity of the compliance monitoring process, the JJAEP Administrator may conduct unannounced classroom observation or site visits without prior notification to the JJAEP Campus. Additionally, input from JJAEP students and their parents/guardians shall be obtained as part of the compliance review process to help evaluate the program quality and effectiveness.

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

**POLICY**

The El Paso County Chief Juvenile Probation Officer hires the JJAEP Administrator to provide oversight and ensure compliance with all aspects of the JJAEP. This oversight extends to operations within the JJAEP campus and coordination with participating ISD departments. The Administrator's responsibilities are carried out in

accordance with applicable laws, standards, policies, procedures, interlocal agreements, and contractual provisions outlined in all agreements with the TJJD related to JJAEP.

### **PROCEDURE – DUTIES OF THE JJAEP ADMINISTRATOR**

1. The JJAEP Administrator shall ensure that all program components are continuously monitored, reported, and addressed. Updates and concerns will be communicated to the JJAEP Campus Administrator and/or the Associate District Superintendent overseeing the JJAEP Campus. These duties must align with the provisions established in the JJAEP Interlocal Agreement, JJAEP Policies and Procedures, JJAEP Student Code of Conduct, and applicable JJAEP Standards.
2. Additional responsibilities of the JJAEP Administrator include:
  - a. Ensuring secure access to, maintenance of, and timely retention of electronic files related to JJAEP employees and students. This includes safeguarding sensitive information such as social security numbers, background checks, and other required TJJD employee documents. Although JJAEP employees are not considered El Paso County employees, their information must still be stored securely and responsibly.
  - b. Maintaining and submitting statistical data as required by TJJD for both monthly and annual reporting obligations under TJJD and El Paso County contractual agreements.
  - c. Fostering and maintaining strong working relationships with district officials, school administrators, school staff, TJJD staff, and Juvenile Probation Officers to support the effective and efficient operation of the JJAEP.
  - d. Upholding program standards while engaging with students, families, ISD personnel, and JPD staff to support student’s educational growth and overall success.

**348.200 (g) (2) Instructional Staff Members.** The JJAEP must maintain a ratio of at least one instructional staff member for every 24 enrolled students. Instructional staff members include only: (i) teachers who are certified, are highly qualified, and/or meet the teaching requirements of the organization providing education services at the JJAEP; (ii) certified educational aides; and (iii) substitute teachers. (B) The instructional staff members for the JJAEP must include at least one teacher certified by the State Board for Education Certification (SBEC). (C) The JJAEP must provide at least the minimum number of special education teachers required by federal law. (D) A special education teacher must be certified as a special education teacher by SBEC or be eligible to work as a special education teacher prior to obtaining certification, as allowed by SBEC. (E) Upon entry into the JJAEP, substitute teachers who are not JJAEP staff members must be provided the JJAEP student code of conduct and JJAEP policies and procedures that directly affect their duties and sign an acknowledgment of receipt.

### **POLICY**

An Interlocal Agreement between the El Paso County Juvenile Board and the Ysleta Independent School District (YISD), along with other participating districts, shall outline the required administrative, programmatic, and supervisory staffing requirement in accordance with Texas Administrative Code, Section 348.200(g) (2-5). YISD shall employ adequate instructional and supervision staff to provide appropriate educational services to JJAEP students.

### **PROCEDURE**

1. The El Paso County Juvenile Board shall contract with the YISD to provide instructional staff in accordance with TJJD standards.
  - a. The El Paso County JJAEP shall serve students from the following school districts, all of which are subject to the terms and conditions of the JJAEP Interlocal Agreement:
    - (1) Anthony Independent School District (AISD)
    - (2) Canutillo Independent School District (CISD)
    - (3) Clint Independent School District (CISD)
    - (4) El Paso Independent School District (EPISD)
    - (5) Fabens Independent School District (FISD)

- (6) San Elizario Independent School District (SEISD)
  - (7) Socorro Independent School District (SISD)
  - (8) Tornillo Independent School District (TISD)
  - (9) Ysleta Independent School District (YISD)
2. Participating school districts shall ensure that all instructional staff possess proper certification and complete all required training, as required by the Texas State Board of Education and JJAEP standards.
  3. Participating school districts shall employ a minimum of one (1) certified teacher and an adequate number of certified Special Education teachers, in compliance with federal law and the State Board for Educator Certification (SBEC) requirements. Instructional staff shall include only:
    - a. Teachers who are certified, are highly qualified, and/or meet the teaching requirements of the organization providing education services at the JJAEP;
    - b. Certified educational aides; and
    - c. Substitute teachers.
  4. The JJAEP campus must maintain a minimum staffing ratio of one (1) instructional staff member for every twenty-four (24) students in attendance at the JJAEP.
  5. A digital daily staff sign-in roster shall be maintained for all instructional and supervision staff working in the program. These records must be made available to the JJAEP Administrator upon request and must be clearly identify each staff member by name and position.
  6. The daily sign-in rosters will be cross-referenced with personnel and certification logs, discipline referrals, discipline reports, and signed **JJAEP SUMMARY OF POLICIES AND ACKNOWLEDGMENT FORMS (APPENDIX C)** for all new employees and short/long-term substitutes to ensure compliance with staffing standards.
  7. The Campus Administrator or designee will review and obtain signatures on the **JJAEP SUMMARY OF POLICIES (APPENDIX A)** and Acknowledgment Form containing key program policies and the JJAEP Student Code of Conduct, prior to any substitute or new employee having direct contact with JJAEP students. This form also indicates the individual has cleared an ISD criminal background check and has received the necessary information to begin initial work with the JJAEP population.
  8. This document will support the tracking of instructional and supervision staff to ensure compliance with this standard. The signed form must be submitted electronically to the JJAEP Administrator on the same day it is signed by the JJAEP Campus Administrator.
  9. The JJAEP Campus Administrator or designee will submit the **JJAEP STAFFING AND CERTIFICATION LOG (APPENDIX F)** on a yearly basis. This log must include all regular ISD employees (excluding substitutes) and verify compliance with the required instructional staff-to-student ratio.
  10. To ensure timely compliance and accurate oversight, the JJAEP Campus Administrator or designee must notify the JJAEP Administrator immediately upon the hiring or assignment of any new instructional or supervision staff. Prompt communication will support the efficient inclusion of staff in all required responsibilities including searches and monitoring processes.
  11. Instructional and supervision staff may request additional training at any time to enhance their understanding of JJAEP operations, policies, best practices, or other areas. The JJAEP Administrator or designee will coordinate and provide or arrange for such training opportunities as appropriate, to support continued professional development and program fidelity.

**348.200 (g)(3) Caseworkers** (A) A caseworker must be a social worker, juvenile probation officer assigned to the JJAEP, counselor, or other mental health provider, as defined in [Texas Administrative, Chapter 355](#). (B) Caseworkers must meet the minimum professional requirements and be licensed or certified by the appropriate licensing board in their field. (C) The JJAEP must maintain a ratio of at least one caseworker for every 50 enrolled students. (i) At a JJAEP with 50 or fewer enrolled students, the caseworker must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. (ii) At a JJAEP with 51–100 enrolled students, one caseworker must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The second caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (iii) At a JJAEP with 101–150 enrolled students, two caseworkers must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The third caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (iv) At a JJAEP with 151–200 enrolled students, three caseworkers must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The fourth caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (v) At a JJAEP with more than 200 enrolled students, the number of caseworkers required to be present during all operational hours of the JJAEP follows the same pattern set forth in clauses (i)–(iv) of this subparagraph. (vi) A substitute caseworker is not required when a caseworker is absent for three or fewer consecutive school days. A substitute caseworker is required if an absence is more than three consecutive school days. (vii) A caseworker who must leave the JJAEP site to complete a JJAEP-related duty is considered present for purposes of calculating the ratio.

## **POLICY**

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

## **PROCEDURE**

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

**348.200 (g)(4) Supervision Staff Members.** (A) The JJAEP must ensure an adequate number of supervision staff members are present during all operational hours. (B) Supervision staff members include drill instructors, educational aides, security personnel, juvenile supervision officers, juvenile probation officers, community activities officers, and behavior management staff. (C) Any staff member, excluding a certified physical education teacher, who participates in the administration of intensive physical activity must be a: (i) juvenile supervision officer; (ii) juvenile probation officer; or (iii) community activities officer who has received training in adolescent development and behavior, as required by [Texas Administrative Code §341.402](#). (D) Except for professionals as defined in [Texas Administrative Code §344.100](#) who are providing services in their professional capacity, any staff member whose position may require supervising or transporting JJAEP students must be: (i) certified by TJJD as a juvenile probation officer, juvenile supervision officer, or community activities officer; or (ii) otherwise authorized to perform the duties of a certified juvenile probation officer, community activities officer, or juvenile supervision officer under Texas Administrative Code §§[341.400](#), [341.402](#), [343.428](#), [343.622](#), or [355.428](#), as applicable. **(5) Operational Staff Members.** (A) Operational staff members include instructional staff members, supervision staff members, caseworkers, and JJAEP Administrators. (B) The JJAEP must maintain a ratio of at least one operational staff member for every 12 enrolled students. **(h) Verification Documentation.** (1) The JJAEP must maintain a daily staff member roster, staff sign-in sheet, or other verification document that identifies each of the operational staff members who are present in the JJAEP each day. (2) The staff member roster, sign-in sheet, or other verification document must include the date, the time of entry and exit, the staff member's full name, and the staff member's position or title. Electronic records are acceptable for documenting whether staff members are present or absent.

## **POLICY**

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

## **PROCEDURE**

1. The JJAEP campus shall be staffed with operational staff members, including instructional staff, supervision staff, and caseworkers. The operational staff-to-student ratio shall be no less than one (1) operational staff member for every twelve (12) JJAEP students. This lower ratio supports effective behavior management and safety given the unique challenges of the JJAEP population.
2. All JJAEP staff are required to sign-in and sign-out daily using the designated district staff digital timecard. The timecards must include the date, time of entry and exit, full name, and position/title of each staff member. The ISD shall make these timecards available to the JJAEP Administrator upon request.
3. Staff rosters, timecards, sign-in sheets, and attendance records may be requested as needed or on a random basis as part of ongoing compliance monitoring.
4. The JJAEP Administrator will also conduct unannounced classroom observations and staffing ratio checks as part of the compliance monitoring. No prior notice will be given to the Campus Administrator or campus staff to maintain the integrity of the observation process,

## **COMMUNITY ACTIVITIES OFFICER (CAO) POLICY**

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

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

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

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

### **CAO CERTIFICATION REQUIREMENTS**

To be eligible for CAO certification, individuals must:

1. Receive and maintain current certification in:
  - (A) Cardiopulmonary Resuscitation (CPR);
  - (B) First aid; and
  - (C) The personal restraints technique approved by the department, if authorized to use restraints.
2. Receive training in the following topics:
  - (A) Department policies on preventing, identifying, and reporting abuse, neglect, and exploitation.
  - (B) TJJD Code of Ethics and TJJD Disciplinary Procedures;
  - (C) Trauma-Informed Care;
  - (D) Verbal de-escalation policies, procedures, and practices;
  - (E) Standards for use of personal and mechanical restraints, including prohibited techniques and criteria for authorized use.

### **ON-THE-JOB TRAINING (OJT) REQUIREMENTS**

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

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

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

1. Juvenile Probation Officers and Juvenile Supervision Officers, may use up to 40 hours of on-the-job training toward certification.
2. Community Activities Officers, may use up to 20 hours of on-the-job training during each certification period.
3. CIS Coordinators assigned to the JJAEP campus are not required to obtain Communities Activities Officer certification, as they do not meet the “professional” definition under Texas Administrative Code § 344.100.

TJJD training are typically held onsite at the El Paso County Juvenile Probation Department or YISD facilities, unless a virtual training setting is deemed beneficial due to health or safety considerations. CPR, First Aid, and Crisis Prevention Intervention (CPI) will be provided by YISD unless otherwise agreed upon thorough written agreement.

## §348.202 PERSONNEL ADMINISTRATION

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

### POLICY

A personnel file shall be maintained for each YISD employee assigned to the JJAEP who is included in the program's operational staff-to-student ratio. The YISD Human Resources Department must provide the required personnel documentation for all new and returning staff to the JJAEP Administrator annually by October 1 (**SEE APPENDIX G - JJAEP HR RECORDS AND CERTIFICATION FORM**).

### PROCEDURE

1. The JJAEP Administrator of the El Paso County JJAEP shall ensure that all personnel records for YISD staff assigned to the program are appropriately maintained.
2. Records for YISD JJAEP employees shall include NCIC/TCIC criminal history results and a completed HR Certification Form as required under governing regulations.
3. Each YISD personnel electronic file shall also contain a mosaic of essential documents, including academic transcripts, current certifications, professional training records, personnel actions forms, and job descriptions depicting duties, responsibilities, and JJAEP-related tasks (if applicable).
4. In lieu of full personnel records, YISD Human Resources or another authorized representative may provide the **JJAEP HR RECORDS AND CERTIFICATION FORM (APPENDIX G)**. This form certifies that each employee included in the daily ratio meets all hiring, educational, and training requirements including, academic transcripts and certifications, licensure (if applicable), criminal background check results, training in CPR, First Aid, and CPI (if applicable), and relevant personnel actions. The JJAEP Administrator shall be granted access to these files upon request or as required, ensuring transparency and compliance.
5. YISD further agrees that, if applicable, it shall comply at its sole expense, with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, High School/College Board Policies and other policies and requirements of such statute and rule(s), and shall certify that any "Covered Employees" and/or JJAEP staff members do not have a "Disqualifying Criminal History".
6. Certification logs shall include all regular employees and long-term contracted staff (e.g., CIS Coordinators or on-site counselors) counted in the daily ratio. These logs shall serve as a way of tracking employee's certifications and trainings.
7. Short-term operational substitutes assigned to the JJAEP for less than six (6) weeks must review and acknowledge receipt of the JJAEP Summary of Policies and Procedures, JJAEP Student Code of Conduct, and all related documents pursuant to [§348.202](#) and [§348.224](#) of the Texas Administrative Code. This review shall take place prior to any unsupervised contact with JJAEP students.
8. Long-term operational substitutes assigned to the JJAEP for more than six (6) weeks shall undergo the same background checks and JJAEP training required of all operational staff. Please refer to the New Orientation Training and Background Checks section of the JJAEP Interlocal Agreement for all applicable timelines.

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

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

## **POLICY**

All staff, including temporary, seasonal, or substitute employees shall receive JJAEP Orientation Training within two (2) weeks of their JJAEP assignment and prior to having any direct, unsupervised contact with JJAEP students. The ISD shall provide documentation for any relevant training conducted as part of employment or duty assignment within the JJAEP. The Juvenile Probation Department will provide orientation training for new hires and supplement any ISD training across the eleven (11) areas listed below.

## **PROCEDURE**

1. JJAEP Orientation Training shall be provided by the JJAEP Administrator or designee(s) initially upon hire and annually at the beginning of each school year for all JJAEP employees. Training may be held virtually when necessary to prioritize the overall health and safety of staff.
2. The Campus Administrator assigned as the point of contact for JJAEP, or their designee, shall review the JJAEP Summary of Policies and the JJAEP Student Code of Conduct with each new staff member, including short-term substitutes. As part of this campus-level orientation, the designated JJAEP Campus Administrator shall also provide the employee with an electronic storage device or a shared link containing the JJAEP Policies, Procedures and Standards, the JJAEP Interlocal Agreement, the JJAEP Student Code of Conduct, and other relevant documents.
3. The Campus Administrator or designee shall be responsible for obtaining a signed "Acknowledgment Statement" from the new employee confirming their commitment to review all JJAEP materials. This acknowledgment must be forwarded to the JJAEP Administrator on the same workday.
4. Timely submission of acknowledgment and training assignments ensure appropriate training space reservation and preparation of training materials.
5. The Campus Administrator is responsible for notifying assigned employees of their scheduled orientation and ensuring their punctual attendance. JJAEP Orientation Training will typically take place at YISD facilities unless virtual is deemed necessary.
6. The JJAEP Administrator or designee shall provide the JJAEP Orientation Training. Orientation sessions will last a minimum of 2 to 4 hours and will be scheduled as needed.
7. A signed copy of the **JJAEP TRAINING ACKNOWLEDGMENT STATEMENT (APPENDIX H)** shall be maintained and secured in the employee's electronic personnel file. All documentation of new employee orientation training and any ISD supplemental training shall be placed in the employee's personnel file or training file.
8. All staff shall receive training specific to their daily responsibilities in the JJAEP. Any legislative changes and updates to policy, procedure, or the JJAEP Student Code of Conduct will be addressed during the staff development training at the beginning of the school year.
9. The following eleven (11) training topics shall be included in the JJAEP New Employee Orientation:
  - a. Safety and security procedures, including emergency exit drills and the JJAEP Safety Disaster Plan;
  - b. Identification and reporting of serious incidents, and child abuse, neglect, and exploitation, as required by Chapter 358 of the Texas Administrative Code.
  - c. Writing incident reports;

- d. JJAEP Student Code of Conduct;
  - e. Behavior management program;
  - f. Transporting students;
  - g. Crisis intervention, including how to report suicidal ideation or behavior;
  - h. Distribution of medication;
  - i. Personal restraint policy;
  - j. Student grievance procedures; and
  - k. Job descriptions including duties and responsibilities of the assigned position to include JJAEP tasks, such as in the supervision during mealtimes, transition, bus loading/unloading, and escort duties.
10. For newly hired employees, YISD must submit all applicable training records using the **JJAEP HR RECORDS AND CERTIFICATION FORM** within sixty (60) calendar days of hire (**SEE APPENDIX G - JJAEP HR RECORDS AND CERTIFICATION FORM**).
11. The JJAEP Certification Form must also be submitted annually for all returning ISD staff assigned to the JJAEP. YISD Human Resources representative must ensure that personnel records are updated and submitted to the JJAEP Administrator by October 1 of each year.

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

## POLICY

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

## PROCEDURE

1. Upon identification of a YISD employee being assigned to the JJAEP, the YISD designee (Campus Administrator or designee) shall provide written notification of incoming employee by submitting the **JJAEP AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION FORM (APPENDIX I)** to the JJAEP Administrator for the El Paso County JPD internal background check through the NCIC/TCIC database.
  - a. The form must include the employee's status (contracted or ISD employee), date of JJAEP assignment, and employee work email address.
2. Upon receiving the signed Authorization for Release Confidential Information Form, the JJAEP Administrator shall then submit a written request for a National Crime Information Center (NCIC)/Texas Crime Information Center (TCIC) criminal history check to the designated JPD TLETS Operator. This comprehensive search includes local, state, and federal criminal records, sex offender registration records, and active/outstanding warrants for arrest. This process shall be initiated before the employee's first day of JJAEP assignment and prior to any direct, unsupervised contact with JJAEP youth. Continued employment with the JJAEP is contingent upon the verification of no disqualifying criminal history as per TJJD standards.
3. Within five (5) school days, written notification of the employee's eligibility (no disqualifying history) or ineligibility (disqualifying history) will be submitted to the Campus Administrators via the **JJAEP EMPLOYEE ELIGIBILITY FORM (APPENDIX J)** or **THE JJAEP EMPLOYEE INELIGIBILITY FORM (APPENDIX J - 1)**.
4. If disqualifying criminal history is found, the JJAEP Administrator will notify the JJAEP Campus Administrator with instructions to immediately reassign or remove the employee to ensure no contact occurs with JJAEP students.

- a. All personnel records, including criminal history and sex offender registration checks, may be subject to review by TJJD. The JJAEP Administrator is responsible for ensuring all documents are properly stored, preserved, and maintained in accordance with legal and administrative standards.
5. YISD must notify the JJAEP Administrator in writing within two (2) school days if an employee receives a FACT Clearinghouse alert indicating an arrest, conviction, or registry that would restrict the employee's contact with JJAEP students. The JJAEP Administrator shall consult with YISD or JPD Legal Counsel before determining whether the employee may continue duties pending the resolution of the offense.
6. If an individual has a military history, the respective ISD must provide a copy of the DD-214 or SF-180 as part of the HR records request.

### **DISQUALIFYING CRIMINAL HISTORY**

1. Any YISD employee assigned to the JJAEP who has a felony conviction or a deferred adjudication for a felony within the past ten (10) years, or who is currently under felony probation, parole, or deferred adjudication, is not eligible for employment at the JJAEP.
2. Any YISD employee assigned to the JJAEP with a jailable misdemeanor conviction or a deferred adjudication for a jailable misdemeanor within the past five (5) years, or who is currently under misdemeanor probation, parole, or deferred adjudication, is also not eligible for JJAEP assignment.
3. Court documentation will be required in cases where an individual has received a pardon based upon proof of innocence or where there has been a reversal of a finding of guilt by a trial or appellate court.
4. Criminal history records must be retained for as long as the employee remains employed in the JJAEP.
5. Criminal history and personnel records of JJAEP employees who are no longer employed with the JJAEP will be retained for a minimum of two (2) years.
6. If the disqualifying criminal history involves out-of-state arrests or convictions, those records may be subject to further legal review by the JPD Legal Counsel to determine eligibility.
7. The YISD Human Resources Department must allow the JJAEP Administrator access to all JJAEP Employee records as needed and required.

## **§348.204 DATA COLLECTION AND CASE FILE INFORMATION**

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

### **POLICY**

The JJAEP Administrator shall ensure that statistical and programmatic data pertaining to each student placed in the JJAEP is accurately gathered, documented, maintained, and is reported to TJJD, Juvenile Board, and departmental administration. The JJAEP will comply with reporting requirements outlined in [Texas Administrative Code §341](#), including use of the JMIS system. Quality assurance measures such as internal file audits and the TJJD

Monthly Activity Reports (MAR) are used to identify discrepancies and ensure accurate recordkeeping and timely district reimbursement.

## PROCEDURE

1. Documentation and data required by TJJD under [Texas Administrative Code §348.204\(a\)](#) Data Collection and case file collection is maintained by the JJAEP Administrator and extracted from the following sources or databases:
  - a. Monthly Activity Reports (MAR): Includes attendance and absence records provided by YISD. The MAR captures the number of students entering and exiting the program, days present, days absent, and inactive days.
  - b. JJAEP Attendance Vouchers: Used to record the actual number of mandated student attendance days and total monthly reimbursement figures.
  - c. TJJD Student Information Form: Contains required fields outlined in [Texas Administrative Code 348.204](#) and is maintained by the JJAEP Administrator.
  - d. JMIS Student Profile: Updated data from the TJJD Student Information Form.
  - e. JJAEP Spreadsheet: Tracks aggregate data including:
    - Special Education services.
    - IOWA pre and post test results.
    - Personal identifiers (e.g., PID, Social Security Number, TSDN, Case Number).
    - Offense type, district, and home school.
    - Entrance and exit dates.
    - Reason for exit.
    - Attendance, absences, and inactive dates.
  - f. Other Reports: Additional documentation as required by TJJD or JPD as part of performance measurement (e.g., JJAEP Costing Report).
2. To ensure accuracy in the Monthly Activity Reports (MAR), the assigned JJAEP Campus Administrator responsible for oversight and accountability on behalf of the JJAEP campus, must review the MAR prior to submission to JPD. The administrator will verify accuracy of all data before forwarding the MAR to the JJAEP Administrator. If any discrepancies are identified by JPD, they will be corrected and reconciled prior to submission to TJJD and the County Auditor's office for district reimbursement. Significant errors and discrepancies will be noted as non-compliance.
3. The JJAEP Campus Administrator and ISD expelling entity must submit all required student school records, as listed in [Texas Administrative Code §348.204](#), within two (2) weeks (10 school days) of student's enrollment in the JJAEP. These records include, but are not limited to: the Public Education Information Management System (PEIMS), pre/post assessment scores, expulsion letters, and student acknowledgment forms confirming receipt of the JJAEP Student Code of Conduct. To support this process, the JJAEP Administrator will issue the **JJAEP REQUEST FOR SCHOOL RECORDS FORM** upon the student's formal acceptance into the program.
4. The Texas Student Data System (TSDS) number, a 10-digit unique ID, has replaced the PEIMS number used to transmit student data to the Texas Education Agency for TJJD legislative reporting. This TSDS number can be located in the JJAEP juvenile case management tab, as well most withdrawal forms and expulsion letters.
  - a. The TSDS number must be documented on the expulsion notice at the time of the student's acceptance into the JJAEP. This number is required in order for the student to be pre-tested and must be submitted as part of the initial expulsion process.
5. All student educational data and records are maintained in the JJAEP electronic folder by the JJAEP Administrator or designee. Required data in the JJAEP folder includes, but is not limited to:
  - a. The TJJD Student Data Form;
  - b. Grade level at JJAEP entry;
  - c. Notice of expulsion to include mandatory review hearing;

- d. Court orders;
  - e. Law Enforcement Agency (LEA) case/referral reports;
  - f. Entry/exit and transition plans;
  - g. Education records to include; requests for records/withdrawal packets, special education documentation to include Manifest Determination and IEP documentation, pre-test/post-test assessment scores, home language survey, admission and exit testing data, if applicable, pre-participation physical evaluation, if required, documentation of regular academic reviews under [37.011 \(d\) Texas Education Code](#), date of admissions, number of attendance days, number of absent days, date of release, emergency notification contacts, special medical needs, immunization records, medical release forms, medical consent forms signed by parents, attendance monthly roster, TAKS or STAAR scores, disciplinary referrals, acknowledgement of receipt of Student Code of Conduct, JJAEP Social Service Assessment, other pertinent documents such as copies of social security cards and birth certificates, and cover sheets (check list), and notification of type of counseling referrals or current attendance of counseling and psychological evaluations (if applicable), are maintained in the JJAEP student case.
6. As part of the program's ongoing quality assurance efforts, in-house desktop and case management audits will be conducted regularly to ensure the accuracy and completeness of documentation, as outlined in the JJAEP Policies and Procedures.

## §348.206 CURRICULUM

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

## POLICY

It is the policy of the El Paso County JJAEP to ensure that all students enrolled in the program receive a comprehensive and well-rounded education. The academic program shall include a strong accelerated instructional component to support high school credit recovery and the development of academic and social skills at the elementary and middle school levels. At least one (1) certified teacher, licensed by the State Board for Educator Certification (SBEC), shall oversee the development and implementation of the JJAEP curriculum. The JJAEP Campus Administrator shall ensure that all course instruction aligns with the Texas Essential Knowledge and Skills (TEKS) as defined by the State Board of Education under the [Texas Education Code §28.002](#).

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

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

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

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

## PROCEDURE

1. The Interlocal Agreement specifies the provision of educational services, including the following required courses and additional areas of study:
  - a) **ENGLISH/LANGUAGE ARTS**
  - b) **MATHEMATICS**
  - c) **SOCIAL STUDIES**
  - d) **SCIENCE**
  - e) **HIGH SCHOOL EQUIVALENCY PROGRAM (GED)**
  - f) **SELF-DISCIPLINE**
2. Participating school districts shall recognize and accept course credit earned by student while enrolled in the Juvenile Justice Alternative Education Program (JJAEP) as district-level credit.
3. The program will administer state-mandated assessment instruments under [Texas Education Code, Chapter 39.023](#), and shall offer access to the High School Equivalency Program as needed.
4. The JJAEP school guidance counselor shall review academic progress with the student's parent or guardian at minimum during both the JJAEP Intake and JJAEP Exit Transition Meeting.
5. During the JJAEP Intake meeting, the student's home district must involve the assigned counselor or assistant principal to contribute input on promotion status, particularly for students placed at JJAEP near the end of the academic year.
6. As required by [Texas Education Code §37.011 \(d\)](#), academic reviews must occur at the intake and exit. For high school students, a graduation plan must be developed with parent/guardian input.
7. A student expelled and placed in a JJAEP for a term of 75 school days or more must go through a mandatory review in order to consider early removal based on student's progress and other factors that may compel an early release.
8. Based on the current capacity under building code regulations, YISD is required to have no more than thirty (30) students at the JJAEP campus at any given time. at one time.
9. The assigned Juvenile Probation Officer shall assist with academic and family engagement during the JJAEP Family Program Orientation.
10. High school students will receive academic support through school counselors, Communities in Schools (CIS) Coordinators, and academic tutors (if available). The assigned Juvenile Probation Officer or designee will also monitor academic progress and collaborate with families to ensure follow-through with academic support services.
11. Compliance with academic service standards shall be verified through:
  - a) Daily class schedules and program schedules.
  - b) Instructional materials and curriculum.
  - c) Attendance records and sign-in sheets.
  - d) Documentation of support services provided.
12. YISD must identify and communicate the self-discipline services provided to JJAEP students at the start of the academic year. If the course is not listed on a student's schedule, documentation verifying participation must be maintained. Utilization of a specific school board approved curriculum is encouraged, but not required, as long as services address the program's behavioral goal.
13. In accordance with [Texas Administrative Code §348.206](#), JJAEP campuses will offer a High School Equivalency Program. Students attending HSEP courses must sign in and out daily. The curriculum must meet the standards necessary to prepare students for the GED examination.

14. The State of Texas Assessments of Academic Readiness (STAAR) identifies knowledge and skills of what Texas students should know and be able to do at every grade and in every course in the foundation areas such as English language arts, mathematics, science, and social studies. (STAAR replaced TAKS Texas Assessment of Knowledge and Skills).

## §348.208 PROGRAM REQUIREMENTS

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

### POLICY

A school district may expel a student identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission, Review, and Dismissal (ARD) or § 504 Committee determines that the alleged misconduct is not a manifestation of the student's disability. In collaboration with the referring district, the JJAEP campus must ensure that a student with a disability who receives special education services is provided educational programming aligned with their Individualized Education Program (IEP), as determined by a duly constituted ARD Committee, in accordance with [Section 37.004, Education Code](#), and applicable federal law.

### PROCEDURE

1. After the ARD or Section 504 Committee determines that the student's behavior is not related to their disability and documents that the Individualized Education Plan (IEP) has been fully implemented, the committee shall determine the length of placement at the JJAEP according to the District's Student Code of Conduct.
2. The referring school district may invite the JJAEP Administrator or designee to any Admission, Review, and Dismissal (ARD) committee meeting convened to discuss the expulsion of a student with a disability.
3. The local school district must provide written notice of the meeting at least five (5) school days before the meeting. A copy of the student's current individualized education program (IEP) must be provided to the JJAEP representative with the written notice.
4. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls and virtual meetings.
5. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and the implementation of the student's current IEP in the JJAEP.
6. If the manifestation ARD determines the student's behavior is due to the student's disability, the student may only be placed in the JJAEP for a maximum of forty-five (45) school days.
7. The following documents must be included in the expulsion packet for any special education student placed at the JJAEP:
  - a. Most recent full and complete ARD paperwork.
  - b. Manifestation Determination ARD meeting paperwork.
  - c. Most recent evaluation of eligibility for special education services.
  - d. Current IEP and Behavior Intervention Plan (BIP), if applicable.
8. The referring school district shall remain responsible for making available the services, if any, necessary to provide Free Appropriate Public Education (FAPE). Such services to provide a free and appropriate public education are the only services that the referring district is obligated to provide.

9. Should the proposed expulsion be under [Texas Education Code 37.007 \(a\), \(d\) \(mandatory expulsion\) or \(e\)](#), a representative of the JJAEP campus must be invited to the student's ARD committee meeting.
10. The JJAEP campus must receive reasonable notice of the meeting of the student's ARD committee to attend the ARD and may participate in the ARD meeting to the extent that the meeting relates to the student's placement in the JJAEP. The JJAEP campus will forward notice to the JJAEP Administrator if not included on notice from participating district.
11. Should the JJAEP campus suspects that a student may who qualify for services under IDEA but is not currently identified, the student will be referred to the home campus for possible evaluation.
12. Any student who does not meet the eligibility requirements of the Inter-Local Agreement is not entitled to educational services by the JJAEP.
13. Special Education services must continue to provide any-and-all related services as outlined in the student's Individualized Education Plan (IEP).
14. Texas Education Code 37.0021, requires a written parental notice each time a restraint is used on a student receiving special education. The existing rules mandate a good-faith effort to provide verbal notice on the day the restraint occurs and written notice within one (1) school day.

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

## **POLICY**

The El Paso County JJAEP shall provide English as a Second Language (ESL) services and instruction to meet the needs of students who speak English as a second language or are non-English speaking. In collaboration with the sending school district, the JJAEP must ensure that students identified as Limited English Proficient (LEP) receives ESL services appropriate to their need, as determined by a Language Proficiency Assessment Committee (LPAC), in accordance with state and federal guidelines.

## **PROCEDURE**

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

**(c) Section 504-Eligible Students.** (1) The JJAEP must ensure, in collaboration with the sending school district, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations must be maintained. **(d) Standardized Testing Protocols.** (1) JJAEP policies and procedures must describe the safeguards the JJAEP will use to maintain the integrity of the standardized testing process and confidentiality of test results. (2) JJAEP policies and procedures must include the following requirements: (A) tests must be maintained in a secure setting (e.g., a locked file cabinet) so that staff and students do not have access to the test except while the test is being administered; (B) staff are prohibited from making copies of the test; (C) staff are prohibited from teaching the specific questions on the test; and (D) unauthorized persons are prohibited from receiving test results, whether hard copy or electronic. (3) For statewide standardized tests, the JJAEP must adhere to all testing protocols required by the Texas Education Agency. (4) The JJAEP must administer the standardized test selected by TJJD to measure progress in reading and mathematics for students who will be enrolled in the JJAEP for at least 75 school days. (A) The pre-test must be administered within 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 \(d\)](#), to offer a High School Equivalency Program course. This program is designated to prepare eligible students to take and pass the high school equivalency exam, supporting their transition to further education, employment, or vocational training.

## **PROCEDURE**

1. All high school equivalency candidates will be enrolled in a high school equivalency preparation program. Attendance requirements will be the same as for student pursuing a traditional high school diploma.
  - a. The assigned Juvenile Probation Officer may submit a recommendation for high school equivalency testing for any JJAEP students under the jurisdiction of El Paso County 65<sup>th</sup> District Court.
2. Priority will be given to JJAEP students aged 16 or older who have earned four (4) or fewer high school credits and express interest in pursuing the high school equivalency path.
3. Students 18 years or older may proceed to testing once they meet the required scores on pre-tests.
4. Parents or guardians will be responsible for covering the cost of the five required tests and transportation to the testing site unless other arrangements are made and agreed upon by the assigned Juvenile Probation Officer and/or JJAEP Administrator.
5. YISD currently offers GED support and testing through its Ysleta Community Adult Learning Center (YCLC) located at 121 Padres Drive, El Paso, Texas 79907. YISD does not administer the official GED exam on campus, but prepares students for it.
6. The high school equivalency curriculum shall address the elements required to pass the high school equivalency test, but program components may be integrated into the regular program curriculum.
7. Candidates who do not master the practice tests will be required to continue to attend instruction integrated into the regular program in order to improve their skill level. Candidates who participate in the high school equivalency preparation program may retest when the teacher/instructor determines the student is prepared. Written permission from the teacher/instructor is required for re-testing.
8. When the student has mastered all five core-tests or a designated core-test, the student will be sent to the El Paso Community College (EPCC) or the respective certified high school equivalency ISD testing site within El Paso County to take final high school equivalency exams.
9. Scores or certificates will be mailed two or three weeks after the last test is taken. Once the certificate is received, arrangements will be made for the student to exit the JJAEP. Notification by the ISD will be provided to the JJAEP.
10. Prior to taking the final high school equivalency test, the student will have to get a TX ID and pay a cost for the high school equivalency the testing. The JJAEP will have to keep up with any cost changes to advise the family when the time comes for high school equivalency testing.
11. Verification documents at the time of a TJJD monitoring visit will include:
  - a. High school equivalency file;
  - b. High school equivalency class work;

- 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**

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

**PROCEDURE**

1. The assigned Juvenile Probation Officer, along with any assigned school-based caseworker or social worker (whether contracted or employed by YISD), will utilize interviews, screenings, and/or assessments to identify the student’s and family’s needs.
2. The JJAEP campus and assigned Juvenile Probation Officer will collaborate to ensure both academic and emotional needs of the student are identified and addressed appropriately.
3. If student is referred to the Juvenile Justice System, the assigned Juvenile Probation Officer will provide a Pre-Pact assessment and/or Full-Pact assessment (as appropriate based on case status within Juvenile Justice System) and provide referrals based on youth’s identified criminogenic risk factors and other identified needs.
4. For adult JJAEP students not under formal supervision, a social service assessment may be conducted by the assigned JPO, JJAEP Administrator, or Court Representative. Collaboration with school-based staff or Adult Supervision Officers will be coordinated for service linkage.
5. Students requiring social services will be referred to the appropriate social service agencies by the supervising Probation Officer (adult or juvenile), JJAEP Administrator, school counselor, social worker, or Community in Schools (CIS) caseworker. Social services may include:
  - a. Academic tutoring.
  - b. Mentoring services.
  - c. After-school activities.
  - d. Drug, gang, and violence prevention activities/counseling.
  - e. Career assistance and exploration.
  - f. Work experience opportunities.
  - g. Enrichment activities and field trips (includes restorative discipline circles, as appropriate).
  - h. Peer pressure, self-esteem, anger management programs, and cognitive skills.
  - i. Referrals to health clinics.
  - j. Referrals to family counseling (mental health professionals).
6. The Juvenile or Adult Probation Officer will refer the family to their department’s service providers or other appropriate community-based social service providers to address the youth’s needs. Families with private insurance may attain services through their own providers.
7. Some JJAEP facilities may have nurses, counselors, and caseworkers available such as Communities in Schools (CIS) caseworkers, or school counselors that may assist in determining other needs; they are available to make referrals for other services that are not provided by the school with outside agencies such as medical, teen pregnancy services, or vocational agencies.
8. If counseling services are deemed necessary due to the student’s risk factors and the student is under the jurisdiction of the El Paso County 65<sup>th</sup>District Court, these services must be reflected in the disposition documentation.

9. Any therapeutic or counseling services will be provided through a qualified and/or credentialed service provider or the family's health provider.

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

## **POLICY**

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

## **PROCEDURE**

1. The YISD shall provide lunch to each student assigned to the JJAEP in accordance with the JJAEP Interlocal Agreement.
2. Students must be properly monitored during meal hours by JJAEP operational staff.
3. Meals shall not be withheld, delayed, or disrupted as a form of discipline or sanction against a JJAEP student for their behavior.
4. Every student will be provided with a food tray regardless of their preference or willingness to consume the meal.

**(g) Medical.** (1) Authorization to Consent to Treatment. The JJAEP must have on file for each student: (A) an authorization to consent to medical treatment in accordance with Section 32.001, Family Code, signed by the student's parent, guardian, or custodian; or (B) documentation indicating the parent, guardian, or custodian has refused to sign. (2) Medication Administration. The JJAEP must have written policies and procedures governing the administration of medication to students. The policies and procedures must: (A) specify which personnel are authorized to dispense medication to students; (B) identify requirements for the storage, use, and distribution of all medication provided to students; (C) require the student's parent, guardian, or custodian to provide a written request for the administration of the medication; (D) specify that the JJAEP will not accept medication unless it is in the original, properly labeled container; and (E) require that distribution of all medication be documented, including the date/time administered, name of the person who administered, student's name, type of medication, and dosage.

## **POLICY**

El Paso County JJAEP shall comply with TJJD standards, applicable school district policies, and provisions of the Texas Human Resources Code regarding medical procedures. While the JJAEP does not offer an intensive physical education program, it will adhere to all guidelines concerning student health, medication administration, and medical emergencies.

## **PROCEDURE**

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

8. If a student presents with a condition that may require further evaluation, the school nurse shall refer the family to an appropriate medical provider. Failure to follow the nurse's recommendations may result in a DFPS report.
9. For students with chronic or life-long conditions (e.g., diabetes, seizures), the nurse will ensure that appropriate measures and accommodations are in place to safeguard the student's health while attending the JJAEP.
10. If a student is diagnosed with a cardiac or respiratory condition, the nurse may require written medical clearance before allowing participation in any physical activity or community service projects that involves exertion.
11. In instances of medication error, including but not limited to, ingestion of incorrect medication or overdose of medication, or if a student alleges to have ingested incorrect or overdose of medication; the following procedures must be adhered to immediately:
  - a. Contact poison control at 1-800-222-1222.
  - b. Contact nurse.
  - c. If nurse is not on duty, contact EMS.
  - d. Student should be transported immediately to the hospital.
  - e. Parents/guardians, district officials, and JJAEP Administrator/JPD officials should be contacted immediately.
  - f. A TJJD incident report must be completed within 24 hours of incident (Serious Injury and/or Supervisory Neglect).
  - g. If the nurse has any medical records that could be beneficial to emergency personnel or doctors, copies should be provided to emergency personnel.

**(h) Programs that Include Intensive Physical Activity.** (1) Weather-Related Policies. A JJAEP that has an intensive physical activity component must develop written policies and procedures regarding extreme weather conditions. These policies and procedures must address the following: (A) gradual acclimatization to hot weather; (B) student clothing for various weather conditions; (C) specific criteria for temperature and humidity level and other weather conditions that indicate when outside activity is not allowed; and (D) the provision of a water break to students at least once every 30 minutes during the intensive physical activity period. (2) Pre-Participation Physical Evaluation. (A) A student may not participate in intensive physical activity unless the student has received a pre-participation physical evaluation performed by a Texas-licensed: (i) physician; (ii) physician assistant; (iii) advanced practice registered nurse; or (iv) doctor of chiropractic. (B) The pre-participation physical evaluation must have been completed within one calendar year prior to the student's participation in intensive physical activity. (C) The pre-participation physical evaluation must indicate whether or not the student has any temporary or permanent physical limitations or conditions that would limit or prohibit participation in intensive physical activity. (D) The JJAEP must adhere to the limitations or prohibitions noted in the pre-participation physical evaluation report.

## **POLICY**

The El Paso County JJAEP provides physical education and activities to all enrolled students as part of the instructional program. However, it does not include an intensive physical activity component at any of its facilities. Therefore, students will not be required to undergo physical activity screenings as part of their participation in physical education activities.

## §348.210 STUDENT ATTENDANCE ACCOUNTING

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

### POLICY

It is the policy of the El Paso County JJAEP to ensure the accurate validation of student expulsion categories, attendance (including total days present and absent), and inactive status in accordance with TJJD requirements and interlocal agreements with participating districts.

### PROCEDURE

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

maintained on “Inactive Status” for more than thirty (30) consecutive school days. In the event the JJAEP campus implements online instruction as part of their COOP plan due to extenuating circumstances, a youth who is unable to locate or becomes inactive may not be withdrawn or removed from JJAEP.

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

## §348.212 INTER-LOCAL COOPERATION

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

### POLICY

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

### PROCEDURES

#### A. JJAEP PROGRAM REFERRAL AND ENTRY:

1. Pursuant to [Texas Education Code §37.0081](#), the authority to expel and place a student in an alternative school setting rests with the school district's Board of Trustees or its designee.
2. The designated Behavior Coordinator on each campus/district shall carry out the responsibilities outlined in Texas Education Code, Chapter 37 before placing a student in a JJAEP, including cases where a student already enrolled in JJAEP becomes subject to in-school (ISS) suspension or out-of-school suspension (OSS).
3. The expelling school district must conduct an expulsion hearing and forward the final expulsion containing all required data including the TSDS number, to the JJAEP Administrator no later than three (3) business days after the final appeal hearing is concluded and decision to expel is upheld. Failure to provide this documentation will result in the student remaining in the district's disciplinary alternative education program (DAEP).
4. Days served in DAEP while a student awaits JJAEP placement will count toward the student's JJAEP expulsion term. The JJAEP Administrator has the authority to change/update the JJAEP estimated exit date.
5. Placement documentation submitted to the JJAEP Administrator will be reviewed to verify that eligibility criteria are met under [Texas Education Code, Chapter 37.007](#) and the Interlocal Agreement. Documentation must demonstrate:
  - a. The student's alleged offenses must be one that qualifies as a mandatory expulsion offense under in [§37.007 \(a\), \(d\), and \(e\) of the Texas Education Code](#). **(SEE APPENDIX L-JJAEP OFFENSE CODES)**. The conduct does not have to occur occurred on school property or while attending a school-sponsored or school-related activity to warrant placement in JJAEP.
  - b. If the offense is drug or alcohol related and is punishable as a felony, it **does not** have to occur on school property or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity, whether on or off school property.
  - c. Participating Districts shall adhere to the guidelines established under Texas Education Code 37.302-.303, 37.304, 37.305, 37.306, 37.309-.310, 37.311 with regard to students placed in a JJAEP due to an offense which requires them to register as a sex offender. Participating Districts must adhere to expulsion term established guidelines as delineated in this policy and reflected on the JJAEP Interlocal Agreement.
  - d. The expelling school district **MUST** file a formal offense report with the appropriate law enforcement agency describing the conduct that led to expulsion.
  - e. The law enforcement agency **MUST** make a formal referral of the offense to the juvenile court or, for adult students, to the appropriate adult criminal justice system
  - f. Students referred to JJAEP must be expelled for a minimum of seventy-five (75) school days. The maximum term may not exceed one hundred eighty (180) school days, except in firearm-related cases, where the term may be extended to a maximum of one (1) calendar year.
  - g. In cases where student enrollment at the JJAEP nears capacity:
    - (i) YISD is not required to serve more than thirty (30) students placed at JJAEP concurrently. However, should special circumstances arise in the event that JJAEP enrollment reaches 90% of capacity, or if a single Participating District accounts for more than 67% of enrolled students. YISD may limit individual student placements to a maximum of 100 school days, and the standard 75-day placement review may be scheduled earlier, subject to district agreement.
    - (ii) A waiting list shall be initiated once JJAEP enrollment reaches 90% capacity. During this time, Participating districts are responsible for placing expelled students in their own DAEP.
    - (iii) Students shall be accepted into JJAEP from the waiting list in the order received, provided the student has at least forty-five (45) school days remaining in their expulsion term.

- (iv) Student expelled for violent conduct or firearm-related offenses will receive will priority placement up to full capacity.
  - (v) In the event a student enrolled in the JJAEP commits a disciplinary infraction that violates the YISD or the JJAEP Student Code of Conduct, disciplinary action may be taken, including the extension of the expulsion term and JJAEP placement, as outlined in the Student Code of Conduct.
  - (vi) The JJAEP will not accept referrals within the last three (3) weeks of YISD's instructional school year. Referrals received during this period, will be denied, and the referring district will be responsible for placing the student in its own DAEP through the end of the school year.
- h. Pursuant to [Section 37.011\(k\)\(3\) of the Texas Education Code](#), a student may be placed in the JJAEP if the student engages in serious misbehavior as defined in [37.007\(c\), TEC](#). However, El Paso County and YISD shall only accept students expelled for mandatory offenses as outlined in **EXHIBIT A** of the JJAEP Interlocal Agreement between the Juvenile Probation Department and the ISD's operating and participating in JJAEP services.
  - i. In order to be accepted for placement in JJAEP, a student must be aged ten (10) and over and in grade 6 or higher and be expelled. The Participating District will fully consider all mitigating factors, exhaust all appeals and alternative DAEP placement before determination is made to place the student in JJAEP.
    - (i) The Participating District is aware and agrees that such student shall be placed and will receive educational services with middle school students at Cesar Chavez Academy Middle School.
    - (ii) Placement in JJAEP will not exceed twenty (20) school days, and enrollment of the elementary school student will not require YISD to add or reassign staff to meet teacher to student ratios on secondary levels.
    - (iii) Participating districts acknowledge and accept that El Paso JJAEP may, but is not required to separate middle school students from high school students in accordance with the Interlocal Agreement.
6. Within three (3) business days of an expulsion hearing held under [§37.009 of the Texas Education Code](#), each Participating District must provide the El Paso County Juvenile Probation Department with a copy of the expulsion order, along with all required information under [§52.041 of the Texas Family Code](#). Failure to do so will result in the student remaining in the district's DAEP until proper notice is submitted.
  7. The expulsion notice must also be provided to the parent/guardian, JJAEP Campus, and JJAEP Administrator, and must include:
    - a. Student's full name and Date of birth.
    - b. Mandatory offense and corresponding offense code.
    - c. Expulsion term details:
      - (i) Expulsion date
      - (ii) Expulsion term expiration date
      - (iii) Identified review date
    - d. Texas Student Data System (TSDS) number.
    - e. PIEMS number.
    - f. Law Enforcement Agency (LEA) incident report number.
    - g. If student is classified as special education and/or 504. Special education and 504 documents must be provided to the JJAEP Administrator alongside the expulsion notice package.
  8. If the student receives special education services, the Participating District must provide a copy of the most recent and complete Admission, Review, and Dismissal (ARD) documentation, including the manifestation determination, current IEP, and eligibility assessment.

9. Each Participating District must provide a copy of the law enforcement report or “Notice of Delinquency” corresponding to the expellable offense at the time of expulsion letter submission.
10. For adult students with pending charges in the adult criminal justice system, the JJAEP Administrator may accept offense records obtained from On-Call Records (WebRMS) if verified to meet mandatory expulsion criteria and supported by probable cause.
11. Upon receipt of all required documentation, the JJAEP Administrator will issue a “REFERRAL ACCEPTANCE FOR JJAEP PLACEMENT” within three (3) business days to the referring school and campus administrator. **(SEE APPENDIX M – JJAEP ACCEPTANCE FORM)**. While the student may be accepted for placement, official enrollment in the JJAEP does not occur until the student’s first day of attendance.
12. If the offense or documentation fails to meet eligibility standards, the JJAEP Administrator will issue a “REFERRAL DENIAL” form to the referring school. **(SEE APPENDIX M-1 – JJAEP DENIAL FORM)**
13. If a student fails to enroll in the JJAEP within ten (10) school days of the JJAEP acceptance (in which no appeal is pending), the placement will be rescinded.
14. To ensure a smooth transition and compliance with [Texas Administrative Code 348.212](#), the sending campus must immediately provide a written transition plan, including transcripts, all required school and discipline records, and LEP or SPED documentation, to the JJAEP Campus.
15. Upon issuing the JJAEP Acceptance Form, the JJAEP Administrator will also submit a JJAEP Request for School Records. The expelling district shall provide all necessary records within three (3) business days of the acceptance determination.
16. School records must include:
  - a. The withdrawal form from the home school.
  - b. Complete transcripts and grades.
  - c. CUM file.
  - d. Special Education Records, if applicable to include ARD documentation such as the Manifest documentation and IEP upon exit.
  - e. Notification of Expulsion.
  - f. Immunization records.
  - g. Final credits earned.
  - h. State assessment results (SEE EXIT DATA REPORTING)
17. The JJAEP Campus will schedule a JJAEP Intake appointment with the student and parent/guardian within seven (7) to ten (10) school days of JJAEP acceptance. If this timeline cannot be met, the JJAEP campus must communicate reasoning to JJAEP Administrator.
18. Although a student may be accepted into JJAEP, enrollment in the JJAEP may be delayed due to capacity limits or other special circumstances.
19. During the JJAEP intake, the student and their parent/guardian will receive a copy of the JJAEP Student Code of Conduct (SCC) and sign the **JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGMENT STATEMENT (APPENDIX N)** along with other JJAEP intake documents to include the **Abuse, Neglect and Exploitation Form (SEE APPENDIX S)**. An emphasis will be placed on the JJAEP’s policy regarding a zero-tolerance for sexual abuse, prevention of Abuse, Neglect or Exploitation and compliance with the Prison Rape and Elimination Act (PREA) for all juvenile justice programs, to include JJAEP.
20. At the start of each school year, or as deemed appropriate, Participating Districts will conduct placement reviews for those expulsions carried over from the prior school year and who have reached or exceeded their 75<sup>th</sup> day placement day in JJAEP.
21. If a student is accepted into the JJAEP but not enrolled due to voluntarily withdrawal by the parent/guardian, the student will remain eligible for JJAEP placement if re-enrolled in a participating district. However, the referring district must hold a new expulsion hearing and issue an updated expulsion term along with the required expulsion package.

## **B. PROGRESS REPORTS**

1. Progress reports for students enrolled in the JJAEP shall be provided to the parent, guardian, or custodian and the JJAEP Administrator or assigned supervision officer at a minimum of once every 120 days or more frequently upon request by the JJAEP Administrator or the 65<sup>th</sup> District Court.
2. The JJAEP Campus shall regularly review the student's progress towards meeting adequate academic standards. The JJAEP Exit Transition Meeting shall be held prior to the student's return to the home campus to:
  - a. Review the student's academic and behavioral progress.
  - b. Discuss achievements and obstacles during JJAEP placement.
  - c. Develop a graduation or educational transition plan.
  - d. Identify necessary supports to help the student remain successful post-placement.

## **C. JJAEP EXIT CRITERIA**

1. A student shall exit the JJAEP under the following conditions:
  - a. Upon completion of the expulsion term as stated in the student's official expulsion letter.
  - b. Upon completion of court-ordered or deferred supervision, or
  - c. At the discretion of the expelling school district, provided the district notifies the JJAEP Administrator in writing of its decision to end the placement. It is strongly recommended that districts expel students for a minimum of seventy-five (75) school days, which allows sufficient time for the student to demonstrate academic and behavioral progress and to complete the IOWA standardized post-test.
2. All Participating Districts provide an appeal process for expulsion decision. A school district retains the authority to make an administrative decision to remove a student from the JJAEP and either return the student to their home school or place them in the district's Disciplinary Alternative Education Program (DAEP). Written notification must be submitted to the JJAEP Administrator by the school district or its designee. This notification shall be documented in the student's JJAEP electronic file.
3. If an expulsion decision is overturned, the Participating District must notify the JJAEP Administrator on the same business day the decision is made.
4. Students who have been enrolled in the JJAEP for at least sixty-five (65) school days shall be administered the IOWA Post-Test prior to their projected exit date.
5. Assigned Juvenile Probation Officers must inform the JJAEP Administrator at least thirty (30) calendar days in advance if early termination of court supervision or deferred prosecution is being recommended. This advance notice is necessary to ensure that the student can be post-tested prior to exit from the program and reimbursement purposes. Failure to notify may result in missed testing if the student exits the program due to supervision ending.
6. When a student completes a legal supervision status (e.g., Deferred Prosecution (DP), Court Ordered Probation, Adult Community Supervision), or receives a Motion to Terminate, Review Hearing Order, or Letter of Closure/Completion, the JJAEP Administrator or designee shall promptly inform the JJAEP Campus and the student's home district of the change in legal status.
  - a. Following receipt of a legal status change, the school district shall determine whether to transfer the student to their Disciplinary Alternative Education Program (DAEP) or re-enroll the student at the home campus. turn the student to their home school.
7. If the student court disposition results in dismissal, not guilty, or prosecutorial decline the district must receive supporting documentation. Upon receipt, the districts shall determine disciplinary action.
8. The JJAEP Campus shall submit a Withdrawal Form or Universal Lever Form to the JJAEP Administrator within five (5) school days of exit from the program.
9. The JJAEP withdrawal packet will assure that that the home school receives all the necessary information needed for the student's continued success. **(APPENDIX O – EXIT DATA REPORTING FORM)**

10. Students exiting the JJAEP during the summer due to completion of supervision will be counted toward the prior school year's enrollment data. The cut-off date for summer exit reporting is the day before the start of the new school year.

#### **D. EXIT TRANSITION MEETINGS**

1. Upon receiving notice from the JJAEP Administrator that a student is exiting due to completion of the JJAEP term of termination of supervision, the JJAEP Campus Administrator will coordinate an Exit Transition Meeting with the student's home school.
2. The purpose of this meeting is to fulfill requirements under [Texas Administrative Code §348.212](#) and develop a plan that promotes academic success, social reintegration, and continued progress upon the student's return to their home campus.
3. Participants invited to the Exit Transition Meeting include:
  - a. JJAEP Campus Administrator.
  - b. JJAEP Campus Counselor.
  - c. Communities in Schools Coordinator (CIS)
  - d. JJAEP Campus Teachers or SPED Teacher (if applicable).
  - e. Home Campus Administrator
  - f. Home Campus Counselor
  - g. Assigned Juvenile Probation Officer or JPD Representative
  - h. Student and Parent/Guardian.
4. The meeting will include a review of the student's JJAEP placement, progress, and accomplishments, and will establish a graduation or educational transition plan. The following information shall be reviewed during the JJAEP Exit Transition Meeting:
  - a. Courses attended during JJAEP placement.
  - b. Credits earned and credits pending.
  - c. Disciplinary and behavioral progress.
  - d. Attendance record.
  - e. IOWA assessment pre and post test scores, if available.
  - f. STAAR or TAKS assessment scores.
  - g. Transcript and grades in progress.
  - h. Academic accomplishments and personal improvements.
5. At the time of official exit, the parent or guardian will receive a withdrawal packet from the JJAEP campus. This package includes, grades, credit earned, attendance records, and withdrawal forms.
6. The JJAEP will forward the student's official transcript to their home school campus for placement and reintegration purposes.
7. The JJAEP Registrar shall ensure that all grades and course credit earned are transferred to the sending school district at the time of reentry.
8. For graduating students, a transcript must be provided indicating that the student is being recommended for graduation.
9. If the student's court disposition or legal status changes such as charges (e.g., case downgraded, dismissed, reduced to a misdemeanor, or no disposition), it is the responsibility of the student's school district to determine whether the student will return to their home campus or be placed into the district's DAEP.

#### **E. STATEWIDE ASSESSMENT**

1. It is the policy of the El Paso County JJAEP that all enrolled students shall participate in the State of Texas Assessment of Academic Readiness (STAAR) and the End-of-Course (EOC) exams in accordance with TEA guidelines and grade level.
2. Students enrolled in JJAEP will take the STARR assessment at their assigned grade level.
3. All testing personnel shall be trained in accordance with TEA guidelines through a pre-scheduled staff development session prior to test administration. 123

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

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

## POLICY

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

## PROCEDURE

4. Within five (5) business days of a student's acceptance into the JJAEP, the JJAEP Administrator shall issue a JJAEP Collaboration and Status Notice to the JJAEP Campus and the assigned Juvenile Probation Officer. This notice shall include:
  - a. Student's JJAEP start and projected end date.
  - b. Eligible offense resulting in JJAEP placement.
  - c. Student's current court or supervision status.
  - d. Upcoming court dates, if disposition is still pending.
  - e. School record request and JJAEP Exit Transition Meeting information.
  - f. Name and contact information for the assigned Juvenile Probation Officer (if applicable).
  - g. Notification to the Juvenile Probation Manager and Director to ensure continuity of supervision and support.
  - h. Updates regarding any changes in court disposition or assigned probation officer.
  - i. Clarification on placement status if the academic year is concluding.
5. The JJAEP campus liaison shall provide the following documentation to the JJAEP Administrator on a monthly basis. These records are critical for monitoring student progress and fulfilling court or supervision requirements:
  - a. Monthly Activity Report (MAR).
  - b. Student Roster/Spreadsheet - Identifies current enrollments and exit dates, submitted with MAR

- c. Attendance Records - Especially for students on court-ordered probation, as probation officers may need to request these for reporting or court hearings
- d. Grades in Progress and Discipline Referrals - Required for all significant behavioral incidents in violation of the JJAEP Student Code of Conduct. All disciplinary referrals, including minor infractions, should be included for comprehensive court documentation

## §348.214 PHYSICAL PLANT

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

### POLICY

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

### PROCEDURE

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

- b. Restrict access to unauthorized individuals or the general public. All visitors must check in with the campus front desk upon arrival and obtain appropriate authorization prior to entering the campus.
- 8. The JJAEP Campus must comply with all applicable federal, state, and local building codes. A valid “Certificate of Occupancy” issued by the City of El Paso must be maintained on site and available for all inspections.
- 9. To determine compliance with this standard, the following will be reviewed:
  - a. Fire Inspection Report – Must be posted in a visible area within the facility.
  - b. Health Inspection Report – If applicable, must be posted in the kitchen or food service area.
  - c. Food Handler Certifications – If applicable, must be posted in the kitchen or food service area.
- 10. The **JJAEP COMPLIANCE MONITORING ASSESSMENT-PHYSICAL PLANT** shall be conducted annually by JPD/JJAEP Administrator. Additional assessment may be conducted if repeated non-compliance is identified.
  - a. JJAEP Campus Administrators will be notified of discrepancies and provide two (2) weeks to correct the deficiencies per [Texas Administrative Code §348.214](#).
  - b. The Physical Plant Compliance Monitoring Assessment will be reviewed by the Director of Intake Services for approval and guidance on actions to be taken on any incidents of non-compliance found within any of the JJAEP facilities.
  - c. Compliance monitoring reports will also be forwarded to the Juvenile Chief Probation Officer for review. CJPO has the authority to communicate compliance and non-compliance matters directly to district superintendents, school administrators, and other district officials overseeing alternative schools including JJAEP.

## §348.216 SAFETY, SECURITY, AND EMERGENCY RESPONSE

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

### POLICY

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

### CRISIS RESPONSE PROCEDURES

In the event of a crisis:

1. The first responder or designated person shall notify the front desk/control area.
2. Alarm systems may be activated to initiate lockdown or evacuation protocols.
3. Support staff using radios and security personnel will announce the designated emergency code (e.g., Code Red).
4. The JJAEP Campus Administrators and designated response team will report directly to the crisis location.

5. Fire drills shall be conducted at least twice (2) per academic year to evaluate response readiness. A fire drill code report and log must be completed by the JJAEP Campus Administrator or designee and submitted for review.

#### **FRONT DESK/CONTROL AREA OPERATIONS:**

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

#### **VISITOR CONTROL/GENERAL PUBLIC:**

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

#### **SCHOOL-SPONSORED EVENTS (OFF CAMPUS):**

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

#### **SCHOOL BUS TRANSPORTATION**

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

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

When transportation is provided by the Participating District, parents or another designated responsible adult is encouraged, whenever possible, to supervise their child at the bus stop, particularly during pick-up and drop-off times. However, it is recognized that many parents may have work or other obligations that prevent them from

being physically present. In situations where, Participating District does not provide transportation, it becomes the responsibility of the parent or guardian to arrange reliable transportation to and from the JJAEP. Regardless of the method of transportation, students are expected to arrive at school on time each day. JJAEP personnel who are authorized to transport JJAEP students in personal or district vehicles must possess a valid driver's license and maintain current proof of adequate auto liability insurance.

## **PROCEDURE**

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

## **EMERGENCY SITUATIONS**

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

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

## **PROCEDURE**

### **A. FIRE**

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

4. The JJAEP Campus Administrator shall ensure that all staff receive training in the use of fire safety equipment and emergency procedures

#### **Combustible Refuse:**

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

#### **Fire Drill Procedures:**

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

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

#### **Evacuation Plan:**

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

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

#### **Fire Prevention Practices:**

Staff must regularly check for fire hazards, including:

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

#### **Fire Response Procedures**

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

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

#### **Fire Plan Review**

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

### **Fire Investigations**

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

### **Emergency Services and Firefighting Support**

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

### **Emergency Lighting**

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

### **Fire Hydrants**

Fire hydrants located on or near the JJAEP campus shall be:

1. Properly maintained in accordance with city codes.
2. Clearly identified for emergency use.
3. Included in staff and student orientation on safety equipment.

### **Fire/Smoke Detection System:**

The JJAEP Campus shall be equipped with a comprehensive fire/smoke detection system, including:

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

### **Emergency Pull Stations**

Emergency pull stations may be utilized by staff when smoke or fire is detected prior to automatic system activation, or when immediate evacuation is warranted.

1. To activate: pull down on the handle to initiate the alarm.
2. Pull stations shall be tested annually for proper function.
3. Immediately report situation to the JJAEP Campus Administrator.

### **Trash Receptacles**

To minimize fire hazards, all trash receptacles on campus must be:

1. Fireproof.
2. Readily accessible.
3. Emptied and cleaned daily.
4. In proper working conditions

### **Emergency Plans and Evacuation Maps**

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

### **First Aid Equipment**

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

## **B. BOMB THREAT**

### **Written Threats:**

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

### **Telephone Bomb Threat:**

1. The staff member receiving a bomb threat call should refer to the Bomb Threat Checklist and attempt to gather the following details:
  - a. Exact wording of the caller.
  - b. Time the call began and ended.
  - c. Description of the caller's voice.
  - d. Key questions to ask, such as:
    - Where is the bomb located?
    - When will it go off?
    - What does it look like?
    - What kind of bomb it is?
    - What will make it explode?
    - Did you place the bomb?
    - Why?
    - What is your name?
2. Remain calm and courteous. DO NOT hang up, keep the caller on the line for as long as possible.
3. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify law enforcement.
4. If the phone has a display, copy the number on the display.
5. Report the call to the JJAEP Campus Administrator immediately when call is terminated.
6. Initiate evacuation by moving students and staff to a designated safe distance from the building.
7. Law Enforcement or proper emergency response authorities upon deciding that a search is warranted will conduct search of the premises.
8. If the facility is evacuated, only emergency personnel shall remain on-site. Reentry may occur only with approval from law enforcement or the Fire Marshal. The School Administrator and designated staff will coordinate the evacuation and reentry process.
9. Student's parents/guardians shall be contacted and advised on the status and condition of their child within four (4) hours of the "all clear" given by law enforcement via telephone.

## **C. HAZARDOUS CONDITIONS**

In the event of a **SEVERE STORM ALERT**: Students, staff, and visitors shall be relocated to a designated interior safety zone, such as hallway or shelter areas. In case of a power outage, emergency lighting and backup systems will automatically through the facility's emergency power generator, ensuring continued operation of critical systems and safe evacuation if needed.

## **D. ACTIVE SHOOTER EVENTS**

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

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

#### **E. RIOTS**

1. In the event of a riot, fight, or hostage situation, on-campus police officers shall be notified immediately. The El Paso Police Department will assume command of the situation and will instruct JJAEP Campus Administrators of necessary actions.
2. Students not involved in the incident will be moved to a safe place where they can be supervised and accounted for.
3. Once the disturbance is under control a headcount of students will be made to assure that the facility is secure, that no one has escaped, or may be hiding.
4. Police will detain students participating in the event for further investigation.
5. Appropriate action, including detention or release, will be determined by law enforcement based on the outcome of the investigation
6. JJAEP Campus Administrators shall immediately report the incident to the JJAEP Administrator and submit a written incident report.
7. A copy of the incident report will be placed in the student's case.

#### **F. MEDICAL EMERGENCIES**

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

#### **DEFINITION:**

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

1. The first staff member on the scene shall begin administering first aid. A second staff member shall contact 911, notify the JJAEP Campus Administrators, alert campus police, and call the student's parents/guardians.
2. If the incident is life-threatening, the student shall be transported by EMS to the nearest hospital, accompanied by the student's signed Consent for Medical Treatment
3. Once the student has been stabilized or transported, a designated JJAEP staff member shall:
  - a. Notify relevant personnel on the and await further instructions from the JJAEP Campus Administrators.
  - b. Ensure either the parent/guardian or a staff member is present at the hospital to support the student. If a parent/guardian is unavailable, the student may be returned to school or home after receiving medical clearance.
  - c. Seek immediate medical assistance if administrators are not immediately available, do not delay necessary care.
  - d. In non-life-threatening situations, a staff member or nurse will contact the parent to pick up the student.
4. All medical emergencies shall be documented. A TJJD Incident Report will be submitted when any medical treatment has been provided. If it is a serious incident, it shall be reported via a telephonic call within one (1)

hour to police and within four (4) hours to TJJJ. The ANE Incident Report must be submitted within twenty-four (24) hours of the incident.

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

**POLICY**

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

**PROCEDURE**

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

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

**POLICY**

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

**PROCEDURES:**

1. See also the Evacuation Plan for detailed fire drill steps.

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

### **JJAEP CLOSURE POLICY AND EMERGENCY SITUATIONS**

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

1. Parents/Guardians, staff, and students shall be advised to monitor local media for closure announcements. The JJAEP Campus may also issue recorded phone messages to give further instructions or information on the closures, delays, or cancellations of classes.
2. In the event of hazardous weather during the school day, staff and students will be moved to a designated safe area. If power lost, an automated emergency generator will provide critical lighting and system backup.
3. In an emergency situation occurs while school is in session, the campus will be secured and placed on lockdown. No entry or exit will be permitted until cleared by law enforcement or emergency responders.
4. The JJAEP may also be closed due to non-weather-related safety or health issues, as directed by the school district or public health authorities.
5. The JJAEP will make every effort to notify parents, guardians, or custodians about emergency closures and provide instructions as needed.
6. During the JJAEP Intake, parents/guardians must be advised to keep their contact information updated to ensure timely communication during emergency situations.

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

### **POLICY**

It is the policy of the El Paso County JJAEP that students receive continuous, adequate supervision at all times while on campus, on school grounds, at school-sponsored events, or during disciplinary removals (e.g., administrative segregation, time-out, or in-school suspension). Supervision shall be provided by designated staff including teachers, aides, security personnel, and caseworker. The use of locked rooms for disciplinary removals and electronic monitoring devices as a substitute for direct staff supervision is strictly prohibited. Any student removed from the classroom for disciplinary reasons must remain under uninterrupted visual supervision. JJAEP students shall never be left unsupervised inside or outside the facility.

### **GENERAL SUPERVISION AND MOVEMENT**

JJAEP staff shall always know the whereabouts of students, including off-site activities, meals, and daily routines. Staff may not leave their area of responsibility without notifying another staff member. and public safety, students will never be left unattended in any area inside or outside the facility. When a student leaves the JJAEP facility for any reason this action should be communicated to all appropriate staff. JJAEP staff should make periodic head counts to ensure the earliest possible detection of an absent student. While moving students from one area of the

facility to another, staff should walk behind the group to avoid a student leaving the group. A headcount should be conducted when the group arrives at its destination.

#### **GROUP MOVEMENT OFF CAMPUS:**

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

#### **STUDENT ARRIVAL AND DISMISSAL PROTOCOL:**

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

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

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

#### **STUDENT SUPERVISION RESPONSIBILITIES**

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

#### **USE OF HANDHELD RADIOS BY STAFF:**

1. It is the policy of the El Paso County JJAEP that staff responsible of supervising students in the JJAEP shall use handheld radios to ensure student safety, prompt staff response, and general order within the facility.
2. The El Paso County JJAEP utilize handheld security radios made available to all most staff responsible for supervision of JJAEP students.
3. Each supervisory staff shall be strictly responsible for maintaining control over their radio throughout the shift and at no time shall set down or leave the radio unaccompanied anywhere within or outside the facility.
4. Staff shall utilize the radios only for the express purpose of communicating pertinent information from one staff to another necessary to maintain general order, accountability, and control of the students within and outside the facility.
5. Staff shall be responsible for returning the radios to their designated area.
6. Any violation of this policy may result in disciplinary action against the staff member responsible as deemed appropriate by the Campus Administrator.

## SEARCHES

It is the policy of the El Paso County JJAEP that all students shall be subjected to daily pat down/clothed searches by trained, authorized personnel for safety and security purposes. Searches shall only be conducted using approved methods and must never be used as punishment. Strip searches and anal or genital body cavity searches are strictly prohibited.

## SEARCH MODIFICATIONS

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

## DEFINITIONS

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

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

## PURPOSES OF SEARCHES:

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

## SEARCH GUIDELINES

1. Be professional. Never use a search as a form of punishment or as a means of harassment. Always exhibit a professional demeanor while conducting a clothed search. This reduces hostility and opposition to the search and diminishes the threat of physical confrontation.
2. Stay focused. Complete the entire procedure and continue searching when you find something. Do not become distracted or discontinue your search. This may be a decoy to deter you from other contraband the student may be holding.
3. Be orderly and systematic in your approach. Security personnel/staff must conduct clothed searches in the same manner each time; always following policy and procedure. This requires discipline, concentration, and consistency each and every time.
4. Ensure all staff are following the same steps (There should be no difference between the procedure you use and another officer's procedure). Students recognize inconsistency and incompleteness immediately and your inability to follow procedure puts the security of the school at risk.
5. Use the squeeze method of search. Do not just pat the area being searched, but gently and firmly squeeze the clothing between your fingers and palms.
6. Start your search top to bottom and back to front. If you remember this, you will remember the rest of the steps in the clothed search procedure.

## PROCEDURE-CLOTHED/PATDOWN SEARCHES

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

### A. ***When searches are appropriate:***

1. When a student arrives to school in the mornings;
2. Upon a student's return from an appointment outside the facility;
3. In the event that property or equipment cannot be located; and

4. In the event that there is reasonable suspicion or information has been received that a student may be in possession of a weapon or have contraband in their possession or on their person.

**B. Components of a pat down search:**

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

**C. Procedures for conducting an individual pat down search:**

1. Metal detector will be used to scan the body. Outline the body with the wand and front and back of body. The metal detector technique will be performed by the same sex gender.
2. Always wear gloves when conducting pat down searches.
3. Advise the student on what is about to occur. Ask the student if he/she has any contraband. If the student admits being in possession of contraband, they should be instructed to remove it from their possession and turn it over to the searching staff.
4. Instruct student to pull out shirt and empty all pockets. NEVER reach inside a student's pockets. Instruct the student to turn their pockets inside out and place all contents in a pile on the floor in front of them. The items should include belt (if applicable), shoes, socks, and money if applicable.
5. Seasonal months may require students to wear layered clothing. Student will remove the layered clothing and instruct them to pile the clothing in front of them for inspection. Items may include jackets, sweaters, and gloves.
6. Clothing must be inspected by searching staff after the conclusion of the search. Inspect all outer garments carefully. Place them out of reach of the student, but within your sight. (Insoles, soles, and tongue of tennis shoes should be checked carefully). Shoes will be stomp together and inspect them for concealed contraband; check between insoles, rubber of soles, and between insoles.
7. Visually inspect the student's hair without touching it. Check head area for any concealed items. When applicable, have student run fingers through hair. Female students must remove any pins or bands in the hair. Never pull or tug the hair of a student.
8. Check the student's nostrils.
9. Visually inspect the ears by instructing the student to pull their ears forward so you can clearly see behind each ear and visually inspect the inside of each ear.
10. Visually inspect the mouth. Instruct the student to open his mouth, stick out their tongue and rotate their tongue and move it side to side, up and down. Instruct the student to pull his/her lower and upper lip away and down from his mouth.
11. Instruct the student to face the wall with palms on the wall to secure the body in a steady and balanced position.
12. During all pat down/clothed searches, the searching staff must give verbal commands for the students to follow and not physically touch the student beyond what is necessary to facilitate the actual search. Specifically, searching staff are not to give physical prompts for movement, examples are, but not limited to, slapping the thighs to instruct the student to raise a leg, tapping head to instruct student to move head forward or backward. All searches should be open handed, not closed fist or tight squeezed.
13. The searching staff shall be positioned behind the student with his right foot between the student's feet while searching the right side of the body.
14. Starting on the right side, inspect the clothing carefully with fingers spread. Pat down the shoulder the arm and check the arm pit carefully. Inspect the seams of the clothing carefully. Pat down the hollow of the

shoulders and the small of the back. Then move down the sides of the upper torso to the belt line. Check the waist band from outside.

15. Move up the sides and back down across the front of the chest. Make sure you check the center of the chest.
16. Starting at the back of the waistline, move to the front and back again coming across the abdomen moving down the buttocks and around the front covering the lower abdominal area and zipper.
17. Examine the waistband closely feeling all along the outside of the waist band as this is an area where things can be hidden easily.
18. From the back of the waistline, proceed down the back and sides of the legs to the feet. Check the trouser cuffs, bottom of the feet.
19. Proceed back up the inside of the leg, and up to the mid-thigh.
20. Examine the other leg in the same manner.
21. When searching a female student instruct her to pull the center of her bra away from the skin in order to loosen any concealed items. Run your fingers in a crisscross motion to inspect the seams of the bra at the front and rear of the student. Pull the straps of the bra away from the body and run your finger under the bra straps. This step should be done in a private area.

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

### **CONTRABAND**

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

1. Drugs, alcohol, or controlled substances.
2. Jewelry of any kind (males/females).
3. Any weapons or items that can be used as a weapon, including ammunition.
4. All tobacco products, including electronic cigarettes (vapes).
5. Lighters, matches or other incendiary devices.
6. Knives, box cutters or razors, to include pocketknives, keychain knives, letter openers and scissors not classified as "safety scissors".
7. Sprays of any kind or other chemical agents.
8. Glass containers or glass objects.
9. Food and drinks unless authorized by the JJAEP Campus Administrator or designee. Student may be under a specified diet.
10. Cell phones and electronics (except for volunteers, support, contract staff and employees).
11. Students requiring prescription medication while at school, must turn in those medications to the JJAEP nurse. Nurse may know or not know about the medication and its specific doses and will take the necessary action to contact parent regarding other information on the medication.

**STRIP SEARCHES TECHNIQUES ARE PROHIBITED**

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

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

## **POLICY**

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

## **PROCEDURE**

1. Any violation resulting in a disciplinary referral must be documented, and the student's parent/guardian notified as soon as possible, but no later than 24 hours after the incident. All referrals must be forwarded to the JJAEP Administrator.
2. If violation is also a serious incident as defined under TJJD guidelines (Youth sexual conduct, youth-on-youth physical assault, attempted suicide or reportable injury-restrain related or not restraint related) emergency units will be notified immediately but no later than one (1) hour. TJJD should be called within four (4) hours followed by an Incident Report within twenty-four (24) hours via e-mail or phone call.
3. The JJAEP Administrator and the assigned Juvenile Probation Officer should receive an incident disciplinary report no later than the next school day. JJAEP numbers are located on Incident Report forms. (Form can be found in the electronic storage device provided to the employee at the beginning of the school year and during JJAEP New Orientation training.)
4. Reports must include:
  - a. Full details of incident
  - b. Full name of student and date of birth.
  - c. Type of violation
  - d. Full name and title of referring staff
  - e. Actions taken by staff and administration
  - f. Time, date, and location of incident
  - g. Names of witnesses (staff/students)
  - h. Outcome of the incident
5. The JJAEP Administrator will provide a copy of the incident to the assigned Juvenile Probation Officer, if not already submitted, for consideration of court-related action if necessary.
6. Incident will be discussed with the JJAEP School Administrators to assure that all information was gathered and to see if any improvement or intervention can be made to facilitate handling the matter.
7. Parent will be contacted to discuss the student's behavior no later than 24 hours after incident.
8. All disciplinary reports are subject to review by TJJD during monitoring visits.

## **MAJOR DISCIPLINARY OFFENSES**

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

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

## **MINOR DISCIPLINARY OFFENSES**

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

## **WEAPONS POLICY**

The El Paso County JJAEP staff and Juvenile Probation Officers are prohibited from possessing weapons or chemical agents while on JJAEP property. Visitors are also prohibited from carrying firearms or other prohibited items. Active-duty law enforcement officers operating within their legal authority may carry weapons or chemical agents on campus. Pursuant to [Texas Penal Code, Chapter 46.03\(a\)\(1\)](#), a person may not enter El Paso County JJAEP Campus with a firearm, location-restricted knife, club, or prohibited weapons listed in section [46.05\(a\) of the Texas Penal Code](#).

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

## **§348.218 RESTRAINT REQUIREMENTS**

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

## **POLICY**

It is the policy of the El Paso County JJAEP that all JJAEP staff members adhere to the restraint requirements set forth in [Texas Administrative Code, Chapter 341, Subchapter G](#). Further, personal restraints may only be conducted by staff who are trained and certified in the approved personal restraint technique, in accordance with Texas Administrative Code and applicable YISD policies.

## DEFINITIONS

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

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

### *Other Relevant Definitions to This Policy*

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

## **MECHANICAL RESTRAINTS**

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

### **PROCEDURE**

1. Only certified law enforcement officers or authorized personnel may use mechanical restraints.
2. Restraints shall never be used as punishment, discipline, compliance, or intimidation by any law enforcement officers.
3. The use of any force by any law enforcement officer shall be fully documented and recorded by the JJAEP Campus Administrator or staff who witnesses restraint.
4. Any restraint conducted by a law enforcement officer requires a TJJD incident report form as case may also meet elements of a resisting arrest or other appropriate charge.
5. Restraint shall be terminated as soon as the student's behavior indicates that the threat of imminent self-injury or injury to others is absent.
6. Any restraint incident resulting in bodily injury or serious bodily injury to a student, as defined in the Texas Penal Code, shall be reported to the County Juvenile Board or its designee in writing within twenty-four (24) hours of the incident. The TJJD Incident Report will be utilized to report a restraint.

## **APPROVED PERSONAL RESTRAINT TECHNIQUE**

It is the policy of the El Paso County JJAEP that only JJAEP staff trained and deemed competent in the approved personal restraint technique (Crisis Prevention Intervention) shall participate in any physical restraint of JJAEP students. Resource Officers-El Paso Police Department Officers and/or district campus police are also available during school hours to assist in any situation requiring law enforcement presence. YISD utilizes the Crisis Prevention Intervention (CPI) approved curriculum and 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. El Paso County Juvenile Probation staff working directly with JJAEP students at the JJAEP Campus shall be certified and maintain their certification in Handle with Care (HWC) technique accordingly.
3. At no time shall an employee of the El Paso County Juvenile Probation Department or JJAEP ISD be involved in or assist in a physical restraint of a student or use any physical force against a student unless the employee has been deemed competent through the certified physical restraint technique.
4. Restraints shall ONLY be used in instances of:
  - a. Threat of imminent self-injury.

- b. Injury to others.
  - c. Serious property damage.
  - d. Restraints shall only be used as a last resort; and
  - e. Only the amount of force and type of restraint necessary to control the situation shall be used; and
  - f. Restraints shall be implemented in such a way as to protect the health and safety of the student and others; and
  - g. Restraints shall be terminated as soon as the student's behavior indicates that the threat of imminent self-injury, injury to others, or serious property damage has subsided.
5. Under no circumstances will physical force of any type be utilized or imposed on a student for the purposes of punishment, intimidation, or discipline; and
  6. Students are strictly prohibited from assisting staff in the discipline or physical restraint of other students. Students may assist staff by seeking assistance when or if directed to do so by staff.
  7. Texas Education Code 37.0021 requires a written parental notice each time a restraint is used on a student receiving special education. The existing rules mandate a good-faith effort to provide verbal notice on the day the restraint occurs and written notice within one (1) school day.

**STAFF RESPONSE AGAINST SUDDEN ASSAULT:**

Student-on-Staff Assault: If a staff member is attacked (e.g., choking, punching, tackled), they may use only the force necessary to escape and seek help. Staff must not use force to gain control or subdue the student alone.

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

**REQUIRED ACTIONS FOLLOWING A RESTRAINT**

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

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

**MEDICAL TREATMENT FOLLOWING RESTRAINT:**

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

## **RESTRAINT PROHIBITIONS POLICY**

The El Paso County JJAEP strictly prohibits the use of restraint techniques that violate student safety, dignity, or rights. The following restraint methods are expressly prohibited under this policy:

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

## **RESTRAINT DOCUMENTATION**

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

All involved staff must complete and submit the **TJJD INCIDENT REPORT (SEE APPENDIX P)** within 24 hours and will follow all policies, procedures, and timelines to start the process of reporting a restraint. (**SEE APPENDIX Q - INTERNAL INVESTIGATION REPORT**) Only certified and properly trained Community Activities Officers (CAO) or Juvenile Probation Officers may use physical or mechanical restraints in a juvenile justice program. The exception in [Texas Administrative Code §348.218\(b\)](#) is that any JJAEP staff member who is trained in the approved personal restraint technique may use a personal restraint but not a mechanical restraint.

## **PROCEDURE**

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

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

## §348.220 SERIOUS INCIDENTS

**Serious Incidents.** 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 JJAEP Campus Administrator or designee, shall report any of the following incidents that occur at the JJAEP campus:

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

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

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

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

## §348.222 ABUSE, NEGLECT, AND EXPLOITATION

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

### 358 ANE DEFINITIONS

NOTE: All abuse, neglect and exploitation definitions and standards found within Texas Administrative Code Chapters [350](#) and [358](#) were consolidated under this section to help ensure consistency and consolidate information under the JJAEP Policy, Procedures and Standards.

#### TAC 358.100 DEFINITIONS

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

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

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

## **APPLICABILITY**

Unless otherwise stated, this policy also applies to:

1. Allegations of abuse, neglect, or exploitation involving a juvenile and an employee, volunteer, or other individual working under the auspices of a facility or program, regardless of the physical location of the alleged abuse, neglect, or exploitation.
2. Serious incidents involving a juvenile that:
  - a. Occur on the premises of a program or facility or;
  - b. 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).
3. A death of a juvenile that:
  - a. Occurs on the premises of a program or facility or;
  - b. 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, the JJAEP Campus will also fully adhere to [Texas Family Code §261.406](#) regarding Investigations in Schools under TEA jurisdiction.

#### **SIGNAGE REQUIREMENTS:**

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:** Any 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**

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

1. All JJAEP students shall be informed of their right to report allegations of abuse, neglect, exploitation, and the death of a juvenile directly to the Texas Juvenile Justice Department (TJJD).
2. During the JJAEP Intake conducted at the campus, student and parents/guardians shall be provided with **APPENDIX R ANE and R1- ANE (SPANISH)** outlining TJJD contact information.
3. Both the student and parent/guardian shall sign acknowledgment forms upon receipt of the ANE information, and a copy will be provided to the family for reference.
4. The JJAEP Student Code of Conduct (SCC) will also advise the students of this right and information on reasonable, free, and confidential access to TJJD to report allegations.
5. If family attends the JJAEP Family Program Orientation held at JPD, this information and contact number to TJJD will be provided to them as an additional layer of oversight.
6. JJAEP staff shall make every effort to 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.
7. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras can be utilized as additional security, but never as a substitute for face-to-face supervision.
8. If a student is identified as vulnerable to sexual abuse, steps will be taken to ensure the student's safety, i.e., additional supervision, follow up by JJAEP staff, etc.
9. 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.
10. 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.)
11. 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 involves a juvenile but occurs outside of the JJAEP campus or JPD facility, and is not under the jurisdiction of the Juvenile Board, it must be reported to the relevant regulatory agency overseeing that site or program.

Examples of such agencies include:

- Texas Department of Family and Protective Services (TDFPS)
- Texas Department of State Health Services (DSHS)
- Other applicable licensing or regulatory agencies

### **§358.400 INTERNAL INVESTIGATIONS**

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

#### **INTERNAL INVESTIGATOR(S)**

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

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

#### **INTERNAL INVESTIGATION PROCEDURES**

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

1. The initiation or completion of an investigation may be postponed if directed by law enforcement, requested by TJJD or the integrity of potential evidence could be compromised.
2. School district officials, school administrators, and staff, to include interns and volunteers are required to cooperate with the TJJD investigators and law enforcement investigating the reported case of an alleged abuse neglect and exploitation matter.
3. All JJAEP staff members, school districts, and JPD officials are required to cooperate fully and truthfully with any investigation of alleged child abuse or neglect.
4. School Administrators will make every effort to identify and make available for questioning all people with knowledge of abuse, neglect and exploitation or death which is the subject of a TJJD investigation.
5. For complaints that meet the Texas Family Code definition of abuse, neglect or misconduct, investigator(s) will:
  - a. Ensure that the JJAEP employee, intern, or volunteer who receives or witnesses the incident submits their report to TJJD within the required timeline.
  - b. Ensure that law enforcement and/or other relevant parties are notified, i.e., DFPS, parents of victim(s), victim(s), JJAEP Administrator, etc. (within six (6) hours of getting the assignment from their respective school district administration).
6. The JJAEP School Administrator or JJAEP/JPD designated officer in charge must always conduct a visual and verbal injury assessment after an incident or allegation of abuse and ensure it is documented on the incident report.
7. If any injury is reported or there is visual evidence of injury, the student must be seen by the nurse or physician immediately.
8. If a nurse or physician is not available, arrangements will be made for immediate transport to area hospital.
9. If a student makes an allegation of sexual abuse, the nurse or physician will immediately examine him or her.

10. A written medical assessment must be completed by the nurse or physician and made available to the investigating officer, including any other documentation or information that may be relevant to the investigation.
11. Contact the alleged perpetrator(s) and schedule a formal meeting within forty-eight (48) hours.
12. As per [Texas Administrative Code, Chapter 358.440](#) all persons must fully cooperate with any investigation of an allegation of abuse, neglect, or exploitation of the death of a juvenile.
13. An employee, intern or volunteer who has been identified as an alleged perpetrator has the right to refuse to be interviewed. However, the alleged perpetrator must cooperate with the investigation to the extent that the investigation does not violate individual rights against self-incrimination.
14. The alleged perpetrator(s) may have no contact with the alleged victim(s) or any other student served by the Juvenile Probation Department pending the conclusion of the internal investigation.
15. Collect and review all evidence related to the allegation. Include all documents, notes, receipts, computer printouts, chronological entries, grievances, incident reports, medical reports and video surveillance related to the allegations. All efforts will be made to collect written and oral statements from all persons with direct knowledge of the alleged incident.
16. A medical assessment must be completed if allegation is physical or sexual in nature or involves neglect or exploitation.
17. Schedule specific times for interviews with the complainant, sources of information, possible witnesses, and alleged offenders. Prepare questions sheet and all necessary forms beforehand.
18. If the JJAEP Administrator or Campus Administrator is the person alleged to have abused, neglected, or exploited a juvenile, the Juvenile Board Chair or School Board Chair or designees must place administrator on administrative leave or reassign him/her to a position having no contact with the alleged victim, relatives or the alleged victim or other juveniles.
19. An investigator will be appointed who is not the person alleged to have abused, neglected, or exploited the student, is not a subordinate of such person and is not a law enforcement officer currently acting as the criminal investigator for the same allegation.
20. Law enforcement may initiate a criminal investigation into the matter and report must be made to law enforcement, if deemed necessary by this standard.
21. An investigator will be appointed who is not the person alleged to have abused, neglected, or exploited the student, is not a subordinate of such person and is not a law enforcement officer currently acting as the criminal investigator for the same allegation.

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

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

### **ALLEGATIONS AGAINST EMPLOYEES**

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

### **WRITTEN AND ELECTRONICALLY RECORDED STATEMENTS**

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

### **ASSIGNMENT OR ADMINISTRATIVE LEAVE DURING INVESTIGATIONS**

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

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

### **§358.460 CORRECTIVE MEASURES**

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

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

### **§358.500 INTERNAL INVESTIGATION REPORT AND COMPONENTS (APPENDIX Q)**

Internal Investigation report shall include:

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

## **CONCLUSION OF INVESTIGATIONS AND REPORTING OF FINDINGS:**

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

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

**(SEE APPENDIX Q - INTERNAL INVESTIGATION FORM)**

## **§358.540 SUBMISSION OF INTERNAL INVESTIGATIONS REPORT**

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

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

1. Written statements.
2. Relevant medical documentation.
3. Training records, if applicable.

4. Any other documentation used to reach the disposition of the internal investigation.

## **§358.220 ABUSE, NEGLECT AND EXPLOITATION DATA COLLECTION**

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

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

## **§358.600 SERIOUS INCIDENTS**

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

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

## §358.620 MEDICAL DOCUMENTS FOR SERIOUS INCIDENTS

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

## §348.224 STUDENT CODE OF CONDUCT

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

### POLICY

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

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

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

### A. ADOPTION PROCEDURE

El Paso County JJAEP adopts the Ysleta Independent School District's Student Code of Conduct through formal approval by the Juvenile Board, thereby establishing the behavior management framework for the program. YISD has implemented an in-house suspension system, whereby out-of-school suspension will be considered a last resort if other forms of behavioral management 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<sup>155</sup>

1. Students, parents, guardians, or custodians will receive a JJAEP Student Code of Conduct (SCC) at the time of intake.
2. Upon receipt and review, a signature will be required on the Acknowledgment of receipt of the JJAEP Student Code of Conduct (SCC).
3. A copy of the Acknowledgment form will be placed in the student's JJAEP electronic case file.
4. Prior to the start of the school year at the JJAEP Annual Refresher Training and during New Orientation Training at JPD, JJAEP staff will be provided with an electronic storage device containing the JJAEP Student Code of Conduct (SCC), and other pertinent JJAEP documents. All JJAEP staff will be required to sign an acknowledgment which will be maintained in their personnel electronic file.

### **C. DISCIPLINE AND SANCTIONS**

The JJAEP Student Code of Conduct (SCC) outlines sanctions and disciplinary procedures applicable to students for specific behaviors, ensuring due process protections. The JJAEP Student Code of Conduct (SCC) will include sanctions and disciplinary procedures, including prohibited behaviors and conduct, disciplinary consequences, circumstances for classroom removal, and conditions for placement in another educational setting. YISD has adopted the JJAEP Student Code of Conduct (SCC) as a supplement to its Student Code of Conduct (SCC).

### **D. DISCIPLINE MANAGEMENT TECHNIQUES**

During the student's enrollment, discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary actions will be based on the professional judgment of teachers and administrators. Discipline shall be correlated to the seriousness of the offense/infraction, a disability that impairs the student's capacity to appreciate the wrongfulness of the student's conduct, the frequency of misbehavior, a student's disciplinary history, the student's attitude, whether the student was acting in self-defense, the effect of the misconduct on the school environment, intent, or lack of intent at the time of the alleged incident of misconduct, and statutory requirements.

#### **1. STUDENT WITH DISABILITIES**

- a. Discipline for students with disabilities must comply with applicable state and federal laws, including the district's Student Code of Conduct.
- b. In accordance with the Education Code, students enrolled in Special Education programs (SPED) may not be disciplined for bullying, harassment, or making hit lists until an ARD meeting has been conducted to review the student's behavior.
- c. The JJAEP shall take into consideration a disability that substantially impairs a JJAEP SPED student's ability to understand the wrongfulness of their conduct.

#### **2. MANAGEMENT TECHNIQUES**

- a. Verbal correction (oral or written).
- b. Cooling-off time or "timeout".
- c. Seating changes within the classroom or bus transportation.
- d. Counseling by teachers, counselors, or administrative personnel.
- e. Parent/teacher conferences.
- f. Grade reductions for late assignments or academic dishonesty (including but not limited to cheating, copying the work of another student, plagiarism, and unauthorized communication between students during an examination).
- g. Assignment of community service.
- h. Withdrawal of privileges, such as participation in extracurricular activities.
- i. In-School Suspension (ISS). The term of the removal may prohibit the student from attending or participating in school-sponsored or school-related activities. ISS may exceed three (3) days if reviewed every ten (10) school days by the JJAEP Campus Administrator.

- j. Out-of-School Suspension (OSS) may be imposed only when behavior is repeated and significant or threatens safety.
- k. Call to law enforcement for new offense committed at the JJAEP.
- l. Restitution for damage.
- m. Notice of Absence will be issued for violation of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made, as required to school district employees, as necessary and ultimately to a Truancy Court which may assess a fine and impose other requirements to prevent truancy.
- n. Other strategies and consequences as determined by school officials.
- o. Due to JJAEP expulsion, further expulsion is not an option, and any of the above consequences may occur.
- p. Due to JJAEP status, for a student under formal or informal supervision under the 65th District Court, negative behavior (whether a disciplinary referral is given or not) is reported to the Juvenile Probation Department and may result in further consequences imposed by a Juvenile Probation Officer or the 65th District Court.

### 3. EXPECTATION OF JJAEP STUDENTS

- a. Demonstrate courtesy, even when others do not.
- b. Behave in a responsible manner, always exercising self-discipline.
- c. Attend all classes, regularly and on time.
- d. Meet district and campus standards of grooming and dress.
- e. Obey all campus and classroom rules.
- f. Respect the rights and privileges of students, teachers, administrators, district staff, and volunteers.
- g. Respect the property of others, including district property and facilities.
- h. Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- i. Adhere to the requirements of the JJAEP Student Code of Conduct.

### 4. BEHAVIOR COORDINATOR ROLE

- a. The responsibility of the Behavior Coordinator Role is taken by the principal of the JJAEP in El Paso County or designated person. Any inappropriate conduct that occurs is reported to the JJAEP Administrator and assigned Juvenile Probation Officer, who will document the conduct/incident.
- b. Consequences for any negative behavior are explained during the JJAEP intake to both the student and their parent/guardian; it is also outlined in the Student Code of Conduct and JJAEP Policies and Procedures.
- c. When a major infraction of the JJAEP Student Code of Conduct occurs or a serious incident (as defined by TJJD) occurs, the Campus Behavior Coordinator or designated person (if in a District of Innovation) must document the behavior through a disciplinary referral, noting any action taken. Notification to parent(s)/guardian(s) will be made as soon as possible, but no later than 24 hours after a disciplinary referral has been given or suspension or removal from the classroom into the In-School Suspension (ISS) occurs. The disciplinary referral must be submitted to the JJAEP Administrator and/or assigned Juvenile Probation Officer, who documents the incident in JMIS and uploads the referral into the youth's profile.
- d. Behavior management may involve counseling, suspension, conferences with parents/JPO or placement in ISS or OSS. If an arrest is warranted, further consequences may be incurred. Possible school-based consequences include the following:
  - i. **Suspension** – May be warranted in cases where there has been a serious violation of school rules/policies. The JJAEP Campus Administrator will have the discretion to suspend the student. Suspension is rare as sending the student home is not conducive to the JJAEP philosophy of maintaining the student in school.

- ii. **In-School Suspension (ISS)** – When appropriate, will be used in place of suspension, particularly when the student engages in persistent class disruption. ISS may exceed three (3) days if reviewed every ten (10) school days by the JJAEP Campus Administrator.
- iii. **Arrest** – Warranted if an offense occurs on school grounds or during transport on a district school bus.
- iv. **Counseling** – Provided for any inappropriate conduct/incident where there may have been a display of anger, threats to cause harm to staff or students. Such action will help intervene and prevent further incidents.
- v. **Conferences** – Notification to parents, administrators, JJAEP staff, and Juvenile Probation Officers will be made when there is a serious incident or recurrent inappropriate behavior such as bullying, harassment, or making hit lists. Conferences will be held by some or all of the above parties to prevent more serious consequences.
- vi. **Juvenile Probation Officer/JJAEP Administrator** – Will address the behavior/incident with the student and will inform the court of incidents if applicable.
- vii. **Home Visits** – Will be conducted if there is persistent unexcused absences. JJAEP Campus Administrator, Case Managers, Counselors, and/or Juvenile Probation Officer may conduct the home visit.
- viii. **Court Ordered Counseling Services** – The student’s counselor/therapist may be contacted by the Juvenile Probation Officer to discuss behaviors displayed in the school setting.

**E. PROHIBITED SANCTIONS**

The JJAEP Student Code of Conduct lists prohibited sanctions including, corporal punishment, physical abuse, humiliating punishment, hazing, deprivation of food and water, allowing one student to sanction another, expulsion from a JJAEP or imposing physical exercises/activity as a form of discipline or intimidation.

**F. DRESS CODE PROCEDURES**

PURPOSE: The dress code is established to teach grooming and hygiene, instill discipline, prevent disruption, avoid safety hazards, and teach respect for authority.

**1. UNIFORM APPEARANCE**

- a. **Expectations:** Students are expected to arrive in school uniform and groomed in a manner that is clean and neat, that will not be a health or safety hazard to themselves or to others.
- b. **Compliance:** Students out of compliance will be given an opportunity to correct the problem. Failure to correct the problem will require an immediate parent conference.
- c. **Severe Violations:** Students with severe violations will be sent home to change into appropriate clothing and must return to campus immediately. Failure to return will result in an unexcused absence.
- d. **Continued Noncompliance:** May result in a disciplinary referral.
- e. **Assistance with Uniform Items:** Campus Administrators will communicate and work collaboratively with the JJAEP Administrator in the event a JJAEP student requires assistance in obtaining uniform items.

**2. FACIAL APPEARANCE:**

- a. No facial hair is permitted. Beards, goatees, and mustaches are not allowed. Non-complying students will be escorted to the restroom by parent/guardian to shave, and the parent/guardian will be required to provide razors.
- b. Sideburns are allowed down to mid-ear only and must be maintained at all times.
- c. Cutting or shaving of eyebrows is NOT permitted.

- d. Tongue or facial piercings are NOT permitted.
- e. All fingernails must be kept short and trimmed. Nail polish or artificial nails are not permitted. Nails must not extend beyond the tips of the finger.
- f. No makeup of any kind is permitted, including but not limited to lipstick, concealer, foundation, primer, lipgloss, ChapStick, blush, eyeliner, brow liner, eyeshadow, and mascara.
- g. Makeup will be confiscated and not returned.
- h. Non-compliant students will be escorted to the restroom to wash off makeup.

3. TATTOOS:

All tattoos on the arms and neck must be covered with a white long-sleeve undershirt or other approved items by the Campus Administrator.

4. HAIRCUTS:

- a. All students must maintain a clean appearance at all times.
- b. Hair must not cover face or eyes.
- c. No spiked hair (no more than 1 inch in length) or Mohawks allowed.
- d. Student's hair must be of a natural hair color (no colors that may cause a distraction).
- e. Hair should be shampooed regularly.

5. JEWELRY:

For security reasons, no jewelry is allowed. This includes watches, necklaces, rings, and body piercings. Any jewelry brought in will be confiscated.

6. SHIRTS:

- a. Forrest Green polo shirts are required for High School JJAEP students; Navy Blue polo shirts are required for Middle School JJAEP students.
- b. Shirts must remain tucked in at all times.
- c. Students must wear only plain white undergarments under their shirts. Females must wear a white bra under their shirt.
- d. Shirts must be kept clean at all times.
- e. Shirts must be well maintained, free from wrinkles, tears, or any other damage.
- f. Oversized shirts are not permitted.

7. PANTS/BELTS:

- a. Khaki pleated or straight-front Dockers-style or dress slacks are required.
- b. Pants must be worn at or above the waistline at all times.
- c. No baggy pants, bell-bottoms, cut pant legs, dragging pant legs, capris, hip huggers/low-rise, jeans, cargo pants, leggings, or side pockets are allowed.
- d. Pants must be the appropriate size for the student, not to exceed ONE INCH LARGER than their waist, and not excessively tight to avoid creating a distraction.
- e. Pant length should touch the top of the shoe's heel and not be frayed at the edges. Extra gym shorts under the pants will not be permitted.

8. SHOES:

- a. Black dress shoes or solid black tennis shoes with regular width black shoelaces are required.
- b. Thick or colored shoelaces are not allowed. Shoes must remain laced and tied properly throughout the day.
- c. Extra socks in shoes are not permitted.
- d. Open-toed shoes such as sandals or steel-toe shoes are not allowed.

- e. Socks must be plain WHITE without any visible logo or design.

9. WINTER CLOTHING:

- a. A matching colored hooded or regular sweatshirt is required for cold weather conditions. Uniforms are available with the school administration.
- b. Black or white sweatshirts must FIT the student. Oversized sweatshirts are not allowed.
- c. White long sleeve shirts may be worn under student's polo shirt.

10. ADDITIONAL ITEMS:

- a. Cell phones and pagers are strictly prohibited at all times.
- b. No electronic equipment of any kind allowed, including electronic cigarette, toys, video games, tablets, laptops, smartwatch, headphones, etc.
- c. No weapons of any type are permitted, including small pocketknives and/or cutting instruments. Possession of certain illegal or location-restricted knives may result in criminal charges.
- d. Students shall not possess fireworks, smoke or stink bombs, or any other pyrotechnic device.
- e. Food, beverages, gum, and candy will be confiscated if brought onto the premises.
- f. Any loose items found in pockets or notebooks will be confiscated and not returned, including personal items.
- g. Students will not be allowed to enter the restroom while in possession of any type of writing utensil. Pens and pencils will be confiscated and not returned.
- h. Students will not be permitted to bring wallets, purses, or money.

**(f) Grievance Procedures.** The student code of conduct must state: (1) which issues are grievable and not grievable; (2) the process by which a student may submit a grievance; (3) the method(s) by which students may obtain and submit a grievance without the assistance or permission of staff; (4) that retaliation by staff against a student for submitting a grievance is prohibited; (5) that the student will receive a written response within five school days after submitting the grievance; (6) that, upon request, a student's parent, guardian, or custodian will be provided a copy of a grievance submitted by the student, including the response; (7) the deadline for submitting an appeal of the initial response, which must be no earlier than five school days after the student receives the initial response; and (8) that the student will receive a written response within 10 school days after submitting an appeal.

## **POLICY**

### **GRIEVANCE PROCEDURES**

1. Procedure and practice provides a grievance procedure to address complaints or concerns that students or parents/guardians may have in reference to mistreatment, instructional or programmatic issues, or perceived violations of student's rights by staff, policies, or another student. Retaliation in any form against a student who files a complaint is strictly prohibited. Grievance procedures shall ensure that each student is afforded one level of appeal on all grievance complaints.
2. Upon request, a copy of each grievance submitted by a student shall be provided to the student's parent/guardian. **(SEE APPENDIX S – JJAEP STUDENT GRIEVANCE FORM)**
3. Students and parents/guardians may submit the grievance form to a staff member at the JJAEP Campus (Counselor, Administrator, CIS) or may go directly to YISD's Department of Student Services at 9600 Sims Drive, El Paso, Texas 79925 or 915-434-0743. Student or parent/guardian may also contact the assigned Juvenile Probation Officer or the Diversionary and JJAEP Administrator, Ramon E. Hernandez at 915-273-3491 Ext. 2110 or by email at [Ram.Hernandez@epcountytexas.gov](mailto:Ram.Hernandez@epcountytexas.gov) to further discuss the issue or submit grievance.

## COMPLAINTS

1. General complaints should be resolved at the lowest possible administrative level. General complaints or questions regarding campus level decisions should be addressed with the School Principal/Assistant Principal and/or the JJAEP Administrator. If student or parent/guardian does not believe a complaint or grievance was appropriately addressed, efforts should be made to discuss the complaint with the School Principal or Assistant Principal.
2. Students are encouraged to discuss and attempt to resolve problems directly with JJAEP operational staff whenever possible. The JJAEP staff will take reasonable and appropriate steps in an attempt to correct the problem. If unable to resolve the matter, students can report it to the JJAEP Administrator or School Principal/Assistant Principal verbally or in writing. A Student Grievance Form must be provided to the student upon request by school staff.
3. Grievance procedures shall ensure that each student is afforded one level of appeal on all grievance complaints. The JJAEP Administrator, Principal, or Assistant Principal will investigate the grievance and attempt to resolve it. Upon request, a student's parent/ guardian will be provided a copy of the Student Grievance Form, including the response within five (5) school days after submitting the grievance. Efforts to resolve the matter will be documented on a Student Grievance Review form, which will serve as verification as to what actions were taken by the administration to address the grievance. **(SEE APPENDIX – S1 JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS)**.
4. Copies will be forwarded to the JJAEP Administrator and uploaded in the student's file. Upon request, a student's parent/guardian will be provided with a copy of the Student Grievance Form, including the response and findings.
5. If not satisfied with the response provided by School Administrators or the JJAEP Administrator, students or parents/guardians have the right to appeal to YISD's Department of Student Services or the Juvenile Probation Department and appeal.
6. The deadline for submitting an appeal of the initial response must be no earlier than five (5) school days after receiving the initial response. The student will receive a written response within ten (10) school days after submitting an appeal.

## GRIEVANCE FORM FOR PARENTS

El Paso County JJAEP facilities will respond quickly to all complaints/grievances from parents/guardians or members of the community against any employee of the Juvenile Probation Department and/or employees of the YISD. Corrective action will be taken if deemed necessary. Parents/Guardians must receive a copy of the JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS and will sign to acknowledge receipt. **(SEE APPENDIX S1 - GRIEVANCE REVIEW FORM FOR ADMINISTRATORS)**. A copy of the Student Grievance Form is attached to this Student Code of Conduct.

**(g) Sexual Abuse.** The student code of conduct must include information relating to the JJAEP's zero-tolerance policy for sexual abuse. The information provided must address the following: (1) prevention and intervention; (2) methods of minimizing risk of sexual abuse; (3) reporting sexual abuse and assault; and (4) treatment and counseling.

## **POLICY**

### SEXUAL ABUSE PROCEDURES

#### *PRISON RAPE ELIMINATION ACT OF 2003 (PREA)*

The Prison Rape Elimination Act of 2003 (PREA) is a federal law that addresses the prevention of sexual abuse in adult and juvenile facilities as well as community correction programs. Although the El Paso County JJAEPs are not correctional facilities, they are designated Juvenile Justice Programs and will maintain a zero-tolerance policy (in conjunction with PREA) regarding all forms of sexual abuse. The Student Code of Conduct (SCC) will outline a zero-tolerance policy and provide students and parents with information on who to call to report inappropriate

behavior or report outcries. School administrators, school staff and JJAEP personnel are designated as coordinators to oversee the implementation and adherence to this zero-tolerance policy.

All JJAEP personnel shall adhere to the abuse, exploitation and neglect requirements set forth in chapters 358 of the Texas Administrative Code. Supervision of JJAEP students is critical to ensure that prevention and intervention of sexual abuse.

JJAEP personnel will report any type of abuse immediately to school administrators, JJAEP Administrator, law enforcement, Texas Department of Protective and Regulatory Services, and the Texas Juvenile Justice Department. Law enforcement will be notified within one (1) hour; TJJJD will be notified within four (4) hours; and the TJJJD 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 TJJJD Incident Report.
- JJAEP Administrator – [Ram.Hernandez@epcountytexas.gov](mailto:Ram.Hernandez@epcountytexas.gov)
- The student must be examined by a nurse and/or physician.

When sexual abuse or other related outcry is made or need determined, service referrals must be made to an appropriate school-based or community-based provider that can adequately address student’s needs. Regarding sexual abuse, a referral to CENTER AGAINST SEXUAL AND FAMILY VIOLENCE would be appropriate.

### §348.300 TJJJD PERFORMANCE REPORTS

(a) TJJJD completes a JJAEP performance assessment report as required by the General Appropriations Act (GAA). The report addresses factors identified by the GAA. TJJJD provides each JJAEP Administrator and each chief administrative officer with a copy of the report. (b) At mandatory JJAEPs (i.e., JJAEPs whose operation is required by law), the JJAEP Administrator must provide a copy of the report to the juvenile board and to the superintendent of each school district that participates in the JJAEP.

### POLICY

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

### PROCEDURE

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

### §348.400 FUNDING FOR JJAEPs

(a) Funding for JJAEPs is provided in accordance with requirements in the General Appropriations Act. (b) TJJJD will not release funds to a JJAEP until it has received the following: (1) memorandum of understanding with completed signature page(s), as required by [Texas Administrative Code §348.200](#); (2) student code of conduct for the current school year; and (3) school calendar. (c) TJJJD will not release funds to a JJAEP whose school calendar is not in compliance with [Section 37.011\(f\), Education Code](#), unless an application for a waiver has been approved by TJJJD.

**POLICY**

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

**JJAEP MISSION STATEMENT**

The mission of the El Paso County Juvenile Justice Alternative Education Program is to provide a safe, structured, and academically enriching environment for students expelled from their home campuses under Texas Education Code, Chapter 37. The program is committed to supporting students in achieving grade-level proficiency, promoting academic and personal growth, and empowering students to make responsible decisions that support their future success.

**EL PASO COUNTY JUVENILE JUSTICE  
ALTERNATIVE EDUCATION PROGRAM  
STUDENT CODE OF CONDUCT  
2025-2026 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 admitted to the Juvenile Justice Alternative Education Program (JJAEP). Your child is in the JJAEP due to expulsion for one of the mandatory expulsions listed in the table below. The purpose of this publication is to provide you with information about the general rules and guidelines for attending and receiving an education in the Ysleta ISD while in the JJAEP. Additionally, a JJAEP brochure is included with this document, containing contact numbers for ISD Campus Principal/Assistant Principals and the El Paso County Juvenile Probation JJAEP staff.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about this information, please ask for an explanation from a Campus Administrator or the JJAEP Administrator. Your child is still required to follow the Ysleta Independent School District's Student Code of Conduct; however, this JJAEP Student Code of Conduct is a supplement and may contain additional sanctions or information that must be adhered to.

Both the student and parent/guardian must sign in the space provided below and return it to the school.

---

WE ACKNOWLEDGE THAT WE HAVE RECEIVED THE EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM'S STUDENT CODE OF CONDUCT AND THAT WE ARE RESPONSIBLE FOR READING AND UNDERSTANDING THE INFORMATION CONTAINED HEREIN.

Student's Name: \_\_\_\_\_  
(Please Print)

Student's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian's Name: \_\_\_\_\_  
(Please Print)

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Home School: \_\_\_\_\_ Grade Level: \_\_\_\_\_

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## ***MISSION STATEMENT***

*Academically, the mission of the JJAEP is to allow students to perform at grade level.*

# Mandatory Expulsion Table

## **JUVENILE JUSTICE ALTERNATIVE EDUCATION (JJAEP) MANDATORY OFFENSES**

**SY 2025-2026**

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

**\*\*Mandatory Placements Expanded Under HB6\*\***

# **JJAEP STUDENT CODE OF CONDUCT**

## **A. ADOPTION**

The Ysleta Independent School District has adopted this JJAEP Student Code of Conduct as a supplement to the District's Student Code of Conduct. All students placed in the JJAEP are expected to follow both the District-wide disciplinary procedures and the specific provisions specified in this JJAEP Student Code of Conduct.

## **B. NOTICE**

Students and their parents, guardians, or custodians will receive a copy of the JJAEP Student Code of Conduct (SCC) at the time of intake and are required to sign an acknowledgment of receipt. As part of the student's placement in the JJAEP, it is essential to families also reviewed the YISD Student Code of Conduct, which is available on the YISD website, as it contains comprehensive policies regarding student behavior, expectations, and disciplinary procedures throughout the District.

## **C. DISCIPLINE AND SANCTIONS**

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

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

## **D. DISCIPLINARY OFFENSES**

### **MAJOR**

- Possession of contraband (weapons).
- Possession of or being under the influence of drugs.
- Imminent threats toward any student, teacher, or staff member.
- Destruction of property (may require incident report to TJJD).
- Sexual misconduct (requires incident report to TJJD).
- Assault (requires incident report to TJJD if against another student).
- Sexual assault (requires incident report to TJJD).
- Any incident involving a restraint (requires incident report to TJJD).
- Any incident involving abuse, sexual abuse, neglect, or exploitation (requires incident report to TJJD).
- Any incident that causes substantial disruption during the school day, whether on or off school campus, this includes any cyberbullying that may have occurred off-campus but is manifesting on campus (may require incident report to TJJD).
- Any incident warranting an arrest or meeting the elements of a Class B misdemeanor or higher (may require incident report to TJJD).

### **MINOR**

- Refusal to follow directives from administrators, teachers, or staff.
- Verbal disrespect.
- Derogatory or offensive language

- Antagonizing others.
- Walking off campus.
- Dress code violations.
- Tardies or unexcused absences.

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

## **DISCIPLINARY MANAGEMENT TECHNIQUES**

Discipline for offenses, unless specified otherwise by law, may involve various techniques and responses, used alone or in combination, including but not limited to:

- Verbal correction (oral or written).
- Cooling-off time or “timeout”.
- Seating changes within the classroom.
- Counseling by teachers, counselors, or administrative personnel.
- Parent-teacher conferences.
- Grade reductions for late assignments or academic dishonesty (including but not limited to cheating, copying the work of another student, plagiarism, and unauthorized communication between students during an examination).
- Assignment of community service.
- Withdrawal of privileges, such as participation in extracurricular activities.
- In-School Suspension (ISS). The term of the removal may prohibit the student from attending or participating in school-sponsored or school-related activities.
- Out-of-School Suspension (OSS).
- Call to law enforcement for new offense committed at the JJAEP.
- Restitution for damage.
- Notice of Absence will be issued for violation of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made, as required to school district employees, as necessary and ultimately to a Truancy Court which may assess a fine and impose other requirements to prevent truancy.
- Other strategies and consequences as determined by school officials.
- Due to JJAEP expulsion, further expulsion is not an option, and any of the above consequences may occur.
- Due to JJAEP status, for a student under formal or informal supervision under the 65<sup>th</sup> District Court, negative behavior (whether a disciplinary referral is given or not) is reported to the Juvenile Probation Department and may result in further consequences imposed by a Juvenile Probation Officer or the 65<sup>th</sup> District Court.

If a student is removed from the JJAEP and placed in another setting other than a Disciplinary Alternative Education Program (DAEP), the student will have to return to the JJAEP to complete the expulsion term upon re-enrollment. JJAEP students may have the opportunity to attend summer school, if applicable, to make up credits or fulfill STAAR/EOC testing obligations.

## **E. 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 during the JJAEP school intake to both the student and their parent/guardian. This information is incorporated in the Student Code of Conduct and Policies and Procedures for staff.

- When inappropriate conduct or an incident occurs, the JJAEP Campus Administrator must document the behavior through a disciplinary referral, noting any action taken. Notification to parent(s)/guardian(s) will be made when there has been a suspension or removal from the class room into In-School Suspension (ISS). The disciplinary referral must be submitted to the JJAEP Administrator, who documents the incident in JMIS and uploads the referral into the youth’s profile.
- Behavior management may involve counseling, suspension, conferences with parents/Juvenile Probation Officer, or placement in ISS. If an arrest is warranted, further consequences may be incurred. Possible school-based consequences include the following:
  - 1) **Suspension** – May be warranted in cases where there has been a serious violation of school rules/policies. The JJAEP Campus Administrator will have the discretion to suspend the student. Suspension is rare as sending the student home is not conducive to the JJAEP philosophy of maintaining the student in school.
  - 2) **In-School Suspension (ISS)** – When appropriate, will be used in place of suspension, particularly when the student engages in persistent class disruption. ISS may be extended beyond prior limits, provided the campus conducts a formal review every 10 instructional days, documenting progress or required modifications in support plans
  - 3) **Arrest** – Warranted if an offense occurs on school grounds or during transport on a district school bus.
  - 4) **Counseling** – Provided for any inappropriate conduct/incident where there may have been a display of anger, threats to cause harm to staff or students. Such action will help intervene and prevent further incidents.
  - 5) **Conferences** – Notification to parents, administrators, JJAEP staff, and Juvenile Probation Officers will be made when there is a serious incident or recurrent inappropriate behavior such as bullying, harassment, or making hit lists. Conferences will be held by some or all of the above parties to prevent more serious consequences.
  - 6) **Juvenile Probation Officer/JJAEP Administrator** – Will address the behavior/incident with the student and will inform the court of incidents if applicable.
  - 7) **Home Visits** – Will be conducted if there is persistent unexcused absences. JJAEP Campus Administrator, Case Managers, Counselors, and/or Juvenile Probation Officer may conduct the home visit.
  - 8) **Court Ordered Counseling Services** – The student’s counselor/therapist may be contacted by the Juvenile Probation Officer to discuss behaviors displayed in the school setting.

## **F. EXPECTATIONS OF JJAEP STUDENTS**

JJAEP students are expected to:

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

## **G. PROHIBITED SANCTIONS**

The following disciplinary sanctions are strictly prohibited:

- Corporal punishment, physical abuse, humiliating punishment, or hazing.
- Deprivation of food and water.
- Allowing one student to sanction another.
- Expulsion from a JJAEP.
- Imposing physical exercises/activity as a form of discipline or intimidation.

## **H. DRESS CODE**

The dress code is established to teach grooming and hygiene, instill discipline, prevent disruption, avoid safety hazards, and teach respect for authority.

### **Uniform Appearance:**

- **Expectations:** Students are expected to arrive in school uniform and groomed in a manner that is clean and neat, that will not be a health or safety hazard to themselves or to others.
- **Compliance:** Students out of compliance will be given an opportunity to correct the problem. Failure to correct the problem will require an immediate parent conference.
- **Severe Violations:** Students with severe violations will be sent home to change into appropriate clothing and must return to campus immediately. Failure to return will result in an unexcused absence.
- **Continued Noncompliance:** May result in a disciplinary referral.
- **Assistance with Uniform Items:** Campus Administrators will communicate and work collaboratively with the JJAEP Administrator in the event a JJAEP student requires assistance in obtaining uniform items.

### **Facial Appearance:**

- **No facial hair is permitted.** Beards, goatees, and mustaches are not allowed. **Non-complying students will be escorted to the restroom by parent/guardian to shave, and the parent/guardian will be required to provide razors.**
- Sideburns are allowed down to mid-ear only and must be maintained at all times.
- Cutting or shaving of eyebrows is NOT permitted.
- Tongue or facial piercings are NOT permitted.
- **All fingernails must be kept short and trimmed.** Nail polish or artificial nails are not permitted. Nails must not extend beyond the tips of the finger.
- No makeup of any kind is permitted, including but not limited to lipstick, concealer, foundation, primer, lipgloss, ChapStick, blush, eyeliner, brow liner, eyeshadow, and mascara.
- Makeup will be confiscated and not returned.
- **Non-compliant students will be escorted to the restroom to wash off makeup.**

### **Tattoos:**

- **ALL** tattoos on the arms and neck must be covered with a **white long-sleeve undershirt or other approved items by the JJAEP Campus Administrator.**

### **Haircuts:**

- All students must maintain a clean appearance at all times.
- Hair must not cover face or eyes.
- No spiked hair (no more than 1 inch in length) or Mohawks allowed.
- Student's hair must be of a natural hair color (no colors that may cause a distraction).
- Hair should be shampooed regularly.

### **Jewelry:**

- For security reasons, no jewelry is allowed. This includes watches, necklaces, rings, or body piercings. Any jewelry brought in will be confiscated.

### **Shirts:**

- Forrest Green polo shirts are required for High School JJAEP students; Navy Blue polo shirts are required for Middle School JJAEP students.
- Shirts must remain tucked in at all times.
- Students must wear only **plain white undergarments** under their shirts. Females must wear a white bra under their shirt.
- Shirts must be kept clean at all times.
- Shirts must be well maintained, free from wrinkles, tears, or any other damage.
- Oversized shirts are not permitted.

#### **Pants/Belts:**

- **Khaki pleated or straight-front** Dockers-style or dress slacks are required.
- Pants must be worn **at or above the waistline** at all times.
- No baggy pants, bell-bottoms, cut pant legs, dragging pant legs, capris, hip huggers/low-rise, jeans, cargo pants, leggings, or side pockets are allowed.
- **Pants must be the appropriate size for the student, not to exceed ONE INCH LARGER than their waist, and not excessively tight to avoid creating a distraction.**
- Pant length should touch the top of the shoe's heel and not be frayed at the edges. Extra gym shorts under the pants will not be permitted.

#### **Shoes:**

- **Black** dress shoes or **solid black** tennis shoes with regular width **black** shoelaces are required.
- Thick or colored shoelaces are not allowed. Shoes must remain laced and tied properly throughout the day.
- Extra socks in shoes are not permitted.
- Open-toed shoes such as sandals or steel-toed shoes are not allowed.
- Socks must be plain WHITE without any visible logo or design.

#### **Winter Clothing:**

- A matching colored hooded or regular sweatshirt is required for cold weather conditions. Uniforms are available with the school administration.
- Black or white sweatshirts must FIT the student. **Oversized** sweatshirts are not allowed.
- White long sleeve shirts may be worn under student's polo shirt.

#### **Additional Items:**

- Cell phones and pagers are strictly prohibited at all times.
- No electronic equipment of any kind allowed, including electronic cigarette, toys, video games, tablets, laptops, smartwatch, headphones, etc.
- No weapons of any type are permitted, including small pocketknives and/or cutting instruments. Possession of certain illegal or location-restricted knives may result in criminal charges.
- Students shall not possess fireworks, smoke or stink bombs, or any other pyrotechnic device.
- Food, beverages, gum, and candy will be confiscated if brought onto the premises.
- Any loose items found in pockets or notebooks will be confiscated and not returned, including personal items.
- Students will not be allowed to enter the restroom while in possession of any type of writing utensil. Pens and pencils will be confiscated and not returned.
- Students **will not** be permitted to bring wallets, purses, or money.

### **I. GRIEVANCE PROCEDURES**

The El Paso County JJAEP provides a grievance procedure to address complaints or concerns that students or parents/guardians may have in reference to mistreatment, instructional or programmatic issues, or perceived violations of student's rights by staff, policies, or another student. Retaliation in any form against a student who

files a complaint is strictly prohibited. A copy of the grievance form is attached to this packet. Students and parents/guardians may submit the grievance form to a staff member at the JJAEP Campus (Counselor, Administrator, CIS) or may go directly to YISD's Department of Student Services at 9600 Sims Drive, El Paso, Texas 79925 or 915-434-0743. Student or parent/guardian may also contact the assigned Juvenile Probation Officer or the Diversionary and JJAEP Administrator, Ramon E. Hernandez at 915-273-3491 Ext. 2110 or by email at [Ram.Hernandez@epcountytexas.gov](mailto:Ram.Hernandez@epcountytexas.gov) to further discuss the issue or submit grievance.

General complaints should be resolved at the lowest possible administrative level. General complaints or questions regarding campus level decisions should be addressed with the School Principal/Assistant Principal and/or the JJAEP administrator. If student or parent/guardian does not believe a complaint or grievance was appropriately addressed, efforts should be made to discuss the complaint with the School Principal or Assistant Principal.

- **Initial Discussion** = Students are encouraged to discuss and attempt to resolve problems directly with JJAEP operational staff whenever possible.
- **Reporting to Administrators** = If unable to resolve the matter, students can report it to the the JJAEP Administrator or School Principal/Assistant Principal verbally or in writing. A Student Grievance Form must be provided to the student upon request by school staff.
- **Investigation and Response** = The JJAEP Administrator, Principal, or Assistant Principal will investigate the grievance and attempt to resolve it. The student will receive a written response within five (5) school days after submitting the grievance.
- **Documentation** = Efforts to resolve the matter will be documented on a Student Grievance Review Form for Administrators. Copies will be forwarded to the JJAEP Administrator and uploaded in the student's file. Upon request, a student's parent/guardian will be provided with a copy of the Student Grievance Form, including the response and findings.
- **Appeal Process** = If not satisfied with the response provided by School Administrators or the JJAEP Administrator, students or parents/guardians have the right to appeal to YISD's Department of Student Services or the Juvenile Probation Department and appeal.
- **Deadline for Appeal** = The deadline for submitting an appeal of the initial response must be no earlier than five (5) school days after receiving the initial response. The student will receive a written response within ten (10) school days after submitting an appeal.

## **COMPLAINTS & GRIEVANCES FROM PARENT/GUARDIAN**

El Paso County JJAEP facilities will respond quickly to all complaints/grievances from parents/guardians or members of the community against any employee of the Juvenile Probation Department and/or employees of the YISD. Corrective action will be taken if deemed necessary. Parents/Guardians must receive a copy of the JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS and will sign to acknowledge receipt. A copy of the Student Grievance Form is attached to this Student Code of Conduct.

## **J. SEXUAL ABUSE POLICY**

The El Paso County JJAEP has a policy to ensure for the safety of all students within the JJAEP. The below requirements will assist to ensure that no JJAEP student is at risk for sexual abuse, exploitation, or any type of physical or other abuse.

### ***PRISON RAPE ELIMINATION ACT OF 2003 (PREA)***

The El Paso County JJAEP adheres to the Prison Rape Elimination Act of 2003 (PREA), a federal law aimed at preventing sexual abuse in both adult and juvenile facilities, including JJAEP and community correction programs. Across all JJAEP facilities operated by the El Paso County Juvenile Probation Department and the Texas Juvenile Justice Department (TJJD), a strict zero-tolerance policy is maintained in conjunction with PREA, addressing all forms of sexual abuse. To ensure compliance of this policy, school administrators, staff, and JJAEP personnel are designated as coordinators, tasked with overseeing the implementation and adherence.

All JJAEPs are mandated to adopt zero-tolerance policies and practices regarding sexual abuse in accordance with the Prison Rape Elimination Procedures Act of 2003 (Texas Administrative Code §358.500). These policies include administrative sanctions as outlined in §348.224 of the JJAEP Policies and Procedures manual.

**§358.300 SERIOUS PHYSICAL ABUSE AND SEXUAL ABUSE – (PREA) Prison Rape Elimination Act**

- Any JJAEP staff personnel who witnesses, learns of, receives an oral/written statement from a student or other person with knowledge or reasonable belief of an occurrence of alleged serious physical abuse of sexual abuse involving a student shall follow JJAEP school protocol of informing their Principal or Assistant Principal and subsequently reporting to the TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD) and local law enforcement. **The JJAEP facilities will maintain a zero-tolerance policy in conjunction with PREA regarding all forms of sexual abuse. The JJAEP Administrator and Campus Administrators (Principal and Assistant Principals) shall oversee the implementation and adherence to the zero-tolerance policy. (All volunteers, interns, and staff shall be trained regarding Abuse, Neglect and Exploitation (ANE) and PREA standards).**
- No officer, volunteer, counselor, teacher, visitor, student shall engage in any conduct of a sexual nature. There is no “consent” allowed for any juvenile under the care and/or control of the Department as well as juveniles previously under the care and/or control of the Department. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras will also be utilized as additional security, but never as a substitute for face-to-face supervision.
- Identification of students vulnerable to sexual abuse, prompts immediate steps to ensure their safety, including additional supervision, referral to school counselor to discuss possible issues, notification to Juvenile Probation Officer (if applicable) to also assist in identifying any problems.
- JJAEP staff shall never be allowed as the sole supervisor of students of the opposite gender. (This includes searches, restroom breaks, or any function of the program where students are vulnerable or exposed).
- Any student with any type of disability to include deafness will be allowed to report any sexual activity through *whatever* means necessary to help them communicate. (No restrictions will be applied by the school).
- YISD/Juvenile Probation Department shall not hire or promote anyone who has engaged in sexual abuse or inappropriate sexual conduct. All employees, staff members, or substitute teachers have passed a background check by the ISD or Juvenile Probation Department to ensure the continued safety of the JJAEP students.
- YISD/Juvenile Probation Department shall make every effort to provide an environment that is free of coercion or any inappropriate conduct of any kind.
- All students thought to be victims of sexual assault shall be examined at the earliest time possible after the allegation, by a licensed physician. The examination taken by the physician may be used as evidence in an investigation.
- All allegations shall be investigated thoroughly by a neutral party, and all shall be reported to Local Law Enforcement.
- All students may report in writing (grievances) by telephone, face to face, or another means that will allow for their privacy and protection.
- If a student does not feel comfortable reporting to anyone in the JJAEP they may contact a third party (Law Enforcement, TJJD, Juvenile Probation Department, CPS, etc.) directly.
- Attached to this Student Code of Conduct is the Abuse, Neglect and Exploitation Form with the phone number to call if there is a concern or complaint regarding the health and safety of a juvenile in a Juvenile Justice Alternative Education Program.
- The TJJD’s investigation is limited to whether an allegation or incident of abuse, neglect, or exploitation occurred based on the statutory definitions of abuse, neglect, and exploitation.

## **PROCEDURES TO TAKE IN THE EVENT OF AN ALLEGED SEXUAL ABUSE INCIDENT**

JJAEP personnel will report any type of abuse immediately to School Administrators, JJAEP Administrator, Law Enforcement, Texas Department of Family and Protective Services, and the Texas Juvenile Justice Department within 24 hours. The below persons must receive a notification or report regarding allegation:

- School Administrators.
- School Nurse.
- Law Enforcement – 911.
- Parent/Guardian.
- Texas Department of Family and Protective Services - 1-800-252-5400
- Texas Juvenile Justice Department - 1-877-786-7263; submit TJJD Incident Report to [abuseneglect@tjjd.texas.gov](mailto:abuseneglect@tjjd.texas.gov)
- JJAEP Administrator - 915-273-3491 Ext. 2110

Depending on the nature, source, or circumstances surrounding the abuse, staff may be directed to:

- Have the student examined by Nurse and/or Physician.
- Make referral to local law enforcement agencies.
- Contact parents/guardians and advise them of incident.
- Gather as much relevant information as possible pertaining to the sexual assault.
- Student and family should be referred to sexual abuse counseling as soon as possible.
- Service referrals may be to school contracted service providers or any community-based service provider capable of handling the referral and providing appropriate services (such as the Center Against Sexual and Family Violence).

### **K. HIGH SCHOOL EQUIVALENCY**

Students placed in the JJAEP who have struggled within the traditional school setting may have the option to participate in a High School Equivalency Program. This is an option available for any student of the JJAEP and requires pre-testing and possible remedial assistance to get student prepared for the official test. Students interested in this option should first consult with their parents/guardians, Juvenile Probation Officer, and guidance counselor to ensure they meet the following criteria:

- Student must be at least 16 years old to participate in pre-testing and remedial preparation, and have a court order authorizing pursuit of the high school equivalency final testing and certificate; or
- Candidates who are 17 years old must have parent/guardian signature for taking the official testing.

JJAEP students 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 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.

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

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



## EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

### JJAEP STUDENT GRIEVANCE FORM

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

#### JJAEP FACILITY (Select One) :

- CCA HIGH SCHOOL
- CCA MIDDLE SCHOOL

Student's Name: \_\_\_\_\_ Date & Time: \_\_\_\_\_

#### Description of Complaint or Concern:

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

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Check this box if additional information is written on the back of this form:

Student's Signature: \_\_\_\_\_

Grievance Received By: \_\_\_\_\_ Date & Time: \_\_\_\_\_

Copies of all Student Grievances and Grievance Reviews are to be forwarded to the JJAEP Administrator, Ramon E. Hernandez at [Ram.Hernandez@epcountytx.gov](mailto:Ram.Hernandez@epcountytx.gov)





## **NOTICE TO THE PUBLIC REGARDING ABUSE, NEGLECT AND EXPLOITATION**

The TEXAS JUVENILE JUSTICE DEPARTMENT investigates allegations of abuse, neglect and exploitation in juvenile justice facilities operated wholly or partly by the juvenile board or by a private vendor under a contract with the juvenile board or county that serves juveniles under juvenile court jurisdiction, including: public or private short-term juvenile pre-adjudication secure detention facilities (holdovers); public or private juvenile pre-adjudication secure detention facilities; public or private juvenile post-adjudication secure correctional facilities, except for a facility operated solely for children committed to Texas Youth Commission; public or private non-secure juvenile residential treatment facilities that are not licensed by the Texas Department of Family and Protective Services or Department of State Health Services.

The TEXAS JUVENILE JUSTICE DEPARTMENT investigates allegations of abuse, neglect and exploitation in juvenile justice programs (such as the JJAEP) operated wholly or partly by the juvenile board or by private vendor under a contract with a juvenile board that serves juveniles under juvenile court jurisdiction, including juvenile justice alternative education programs and non-residential programs that serve juvenile offenders under the jurisdiction of the juvenile court.

If you are a member of the public and you have a concern or complaint regarding the health and safety of a juvenile in a juvenile justice facility or program, please contact The TEXAS JUVENILE JUSTICE DEPARTMENT at the following TOLL FREE number:

**1-877-786-7263**  
**(1-877- STOP ANE)**

The TJJD's investigation is limited to whether an allegation or incident of abuse, neglect or exploitation occurred based on the statutory definitions of abuse, neglect and exploitation. Investigators will not address the appropriateness of a disposition by the juvenile court and do not have the authority to override an order issued by a juvenile court.

For more information, please contact an investigator at the TEXAS JUVENILE JUSTICE DEPARTMENT at (512) 424-6700.

Legend	
√	= Compliant
χ	= Non-Compliant
∅	= Not Applicable

## EL PASO COUNTY JUVENILE PROBATION DEPARTMENT JJAEP PERSONNEL RECORDS REQUEST Chapter 348 Juvenile Justice Alternative Education Programs

HR Reviewer's Name: _____  Print Name and Title _____  Signature _____  Date: _____  <b>THE ABOVE SIGNATURE CERTIFIES THAT THE LISTED JJAEP EMPLOYEES HAVE ALL THE ABOVE INFORMATION ON FILE AS REQUIRED BY THE TEXAS JUVENILE PROBATION COMMISSION.</b>				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 – NGIC/TGIC	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
EMPLOYEE NAME	POSITION	JJAEP START DATE																			
1																			181		
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](mailto: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				<b>Type of Program/Facility</b> (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 <b>24 Hours</b>						
<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				
<b>YOUTH INVOLVED</b>	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 <b>24 Hours</b> : <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 <b>1 Hour</b> and TJJJ within <b>4 Hours</b> <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**

<b>ALLEGED VICTIM: YOUTH</b>	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	

<b>ALLEGED PERPETRATOR: STAFF</b>	<b>Name / Title</b>	<b>DOB</b>	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.

<b>ALLEGED VICTIM: STAFF</b>	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:			

<b>SUSPECT: YOUTH</b>	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 <b>X</b>	Date
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# 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:
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### 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
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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:
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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.*

# Ysleta Independent School District

## 2025-2026 DISTRICT CALENDAR

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

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

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

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

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

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

**July**  
1-4  
7-17  
14-17  
18  
21-25  
28

District Holiday  
Student Registration  
New Teacher Induction  
Teacher Prep Day  
Professional Development  
First Instructional Day/ First Day of the First Semester

**August**  
25  
26

Parent Conference / Full Day Instruction (High School)  
Parent Conference / Full Day Instruction (Middle School)

**September**  
1  
17  
26  
29-30

Labor Day/District Holiday  
Parent Conference / Full Day Instruction (Elementary School)  
End of 1st Nine Weeks  
Fall Intersession

**October**  
1-3  
6-10  
13  
31

Fall Intersession  
Fall Break  
Professional Development / No Students  
Early Release Campus PD / Students Half-Day (4 Hours)

**November**  
11  
24-28

Veteran's Day/ District Holiday  
Thanksgiving Break

**December**  
2  
3  
4  
19

English I EOC  
Biology and US History EOC  
English II EOC and Algebra I EOC  
Early Release/ Students Half-Day (4 Hours)  
End of First Semester/ End of 2nd Nine Weeks  
Winter Break  
Winter Break

**January**  
1-2  
5  
6  
7  
19

Winter Break  
Holiday Exchange Day  
Professional Development  
First Day of Second Semester/ Students Report Back to School  
Martin Luther King Jr. Day/ District Holiday

**February**  
16  
17  
18  
27

Parent Conference/ Full Day Instruction (High School)  
Parent Conference/ Full Day Instruction (Middle School)  
Parent Conference/ Full Day Instruction (Elementary School)  
End of 3rd Nine Weeks

**March**  
2  
2-6  
9-13  
16

Inclement Weather Make-Up Day  
Spring Intersession  
Spring Break  
Professional Development / No Students

**April**  
3  
7-10  
14-17  
21-24

Good Friday/ District Holiday/ Inclement Weather Make-Up Day  
STAAR Testing  
STAAR Testing  
STAAR Testing

**May**  
25  
29

Memorial Day/ District Holiday  
Early Release/ Students Half-Day (4 Hours)  
End of Second Semester/ Last Instructional Day

**June**  
16-18  
19  
29-30

EOC Retest  
Juneteenth/ District Holiday  
District Summer Holiday

**July**  
1-3

District Summer Holiday












Teacher Work Days 187

Instructional Days

Semester 1 87

Semester 2 89

Legend:

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:**

**ATTEST:**

**TORNILLO INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
Ms. Marlene Bullard, Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



19200 Cobb Ave. /PO Box 170

Tornillo, TX 79853

Phone 915.765.3005

Fax 915.765.3099

# MEMORANDUM

To: Finance Dept.  
From: Elizabeth Otero, HS Assistant Principal  
Subject: Early College High School and EPCC MOU  
Date: August 5, 2025

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## **HISTORY & RATIONALE:**

MOU between Tornillo Early College High School and EPCC is up for renewal, the agreement is due every 5 years.

## **BUDGET IMPACT:**

Continuation of ECHS program

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

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



**Restated and Amended  
Interlocal Agreement  
between El Paso County Community College District  
and Tornillo Independent School District  
for the Operation of  
Tornillo Early College High School**



This Restated and Amended Interlocal Agreement (the “Agreement”) is made and entered into between El Paso County Community College District (EPCC) and Tornillo Independent School District (TISD) (collectively, the “Parties”) for the purpose of continuing to operate and maintain Tornillo Early College High School (Tornillo ECHS), effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**1. Recitals**

WHEREAS, EPCC and TISD desire to continue an early college high school so that students will have the opportunity to earn a high school diploma and an associate degree upon graduation from the early college high school; and

WHEREAS, EPCC and TISD intend to enroll students in grades 9 - 12 in Tornillo ECHS and to provide the financial support necessary; and

WHEREAS, Tornillo ECHS is located at 430-D Oil Mill Rd., Tornillo, Texas, 79853, with no more than one hundred and twenty (120) students;

WHEREAS, the goals of the Tornillo ECHS are to reduce dropout rates, attract and better prepare students for higher education, assure students of the support necessary to be successful in college, and provide TISD students a seamless transition between high school and college; and

WHEREAS, EPCC and TISD are authorized to enter into this Agreement pursuant to Section 791.001, Texas Government Code,

WHEREAS, this Agreement will provide efficiencies and cost savings to EPCC and TISD and will benefit the students and taxpayers of EPCC and TISD;

NOW, THEREFORE, for and in consideration of the recitals, agreements, and covenants set forth herein, the Parties hereby agree to the following:

**2. Mission Statement**

Tornillo ECHS in Tornillo ISD will provide a select population of, in accordance with the Texas Education Agency’s designation application guidelines, a unique educational opportunity to attend both high school and college in a special campus environment that will challenge them to excel in their academic and personal endeavors, as well as motivate students to be productive problem-solving members of society by having the opportunity to earn a high school diploma and an associate degree, from EPCC upon high school graduation.

**3. Term**

The term of this Agreement is for five (5) years commencing on \_\_\_\_\_ 2025, and concluding on \_\_\_\_\_ 2030, unless terminated earlier pursuant to paragraph 18 hereof.

#### 4. Definitions

**A. College Courses for Dual Credit** are those courses for which students receive both high school and College credit and are taught in a variety of delivery modes:

- (i) At Tornillo ECHS by a TISD teacher credentialed by EPCC;
- (ii) At the College taught by an EPCC faculty member;
- (iii) Through a distance learning course taught by an EPCC faculty member.

**B. College Courses for College Credit** are those courses for which students receive College credit only; these courses do not have a high school equivalent and therefore cannot be offered for high school credit; i.e. dual credit. These courses are taught by an EPCC faculty member at the College campus or through a distance learning class.

**C. Early College High Schools(ECHS) Sections** refer to College courses for dual credit courses in a high school that are designated for Early College students only who have satisfactorily met the prerequisite Texas Success Initiative Assessment (TSIA2) scores for that course or other college readiness standards per statute, if appropriate.

#### 5. Academic Plan

An academic plan developed by EPCC and TISD will enable each student to earn a high school diploma and an associate degree. High School and College credit will be earned through College courses for dual credit. Tornillo ECHS will administer all applicable statewide assessments instruments under Subchapter B, Chapter 39 of Texas Education Code. Both high school and college credit will be transcribed immediately upon a student's completion of the course.

**A. College Curriculum.** EPCC will have full control over faculty assignments, faculty credentials, and faculty evaluations for all dual credit sections as it pertains to College courses. EPCC will have full control over the College curriculum, College syllabi, and College textbook selection. Tornillo ECHS teachers will comply with any Student Learning Outcomes and Core Curriculum assessments, and interventions as required by the College disciplines. EPCC will not provide classes that only meet high school requirements.

**B. Grading Periods and Policies.** Tornillo ECHS students will adhere to the grading periods and policies of EPCC for dual credit and College credit courses, but will adhere to the grading periods and policies of TISD, as well as the district calendar, for high school credit courses.

**C. Courses of Study.** Tornillo ECHS will primarily provide courses of study that meet the requirements of an associate degree and the Distinguished Level of Achievement diploma in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies. Students will also have the opportunity to earn embedded certificates of completion.

**D. Curriculum Alignment.** A curriculum crosswalk, similar to the form set forth below in Appendix A, will be used for the purpose of granting each student the opportunity to earn a high school diploma and an associate degree within four years. The curriculum alignment will be reviewed on an annual basis by the Tornillo ECHS Advisory Committee (composed of EPCC and TISD personnel) and updates will be documented in the annual Texas Education Agency ("TEA") Early College High School ("ECHS") program application.

**E. Instructional Materials.** Textbooks for Tornillo ECHS students will be provided by TISD. All other instructional materials for College credit courses and research activities will be provided jointly by EPCC and TISD at no charge to the students. In all cases, TISD will provide those items typically required for purchase by students. College courses for dual

credit taught on the high school campus will require dual credit faculty with EPCC approved credentials to teach the College courses for dual credit, TISD will be responsible for all instructional items. For College courses for dual credit, TISD will be responsible for all instructional items. For College credit courses only, EPCC will provide supplies/consumables typically provided as part of the curriculum.

**F. Instructional Calendar.** Tornillo ECHS students will follow the instructional calendar for both EPCC and TISD as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the TISD Instructional Calendar. Students enrolled in College courses for dual credit at EPCC or online will attend classes on days outlined in the EPCC Instructional Calendar.

**G. Student Enrollment and Attendance Policies.** Tornillo ECHS students are required to meet TISD attendance requirements for all dual credit and high school courses and EPCC attendance requirements for all college credit courses taught by an EPCC credentialed instructor.

## 6. General Roles and Responsibilities

**A. EPCC.** EPCC will be responsible for:

- (i) Admitting qualified students into EPCC;
- (ii) Providing the appropriate classrooms, facilities, tools and equipment for College credit courses at the appropriate EPCC campus appropriate for each identified Program of Study;
- (iii) Hiring and supervising EPCC faculty and staff;
- (iv) Providing professional development opportunities for Tornillo ECHS credentialed instructors credentialed by EPCC;
- (v) Providing College courses as appropriate; and
- (vi) Transcribing College credit immediately upon a student's completion of the course.

**B. TISD.** TISD will be responsible for:

- (i) Recruiting students;
- (ii) Providing and maintaining the appropriate classrooms, facilities, tools, and equipment;
- (ii) Hiring and supervising staff;
- (iii) Developing and delivering the high school curriculum; and
- (iv) Operating and maintaining the ECHS Program.

**C. JOINT RESPONSIBILITIES.** EPCC and TISD will be responsible for:

- (i) Aligning the high school and College courses;
- (ii) Sharing in the scheduling of College courses for the Tornillo ECHS;
- (iii) Advising students throughout their collegiate academic experience;
- (iv) Providing joint professional development opportunities; and
- (v) Certifying to the Texas Education Agency and the Texas Higher Education Coordinating Board, no fewer than once per calendar year, the eligibility of all students for which it receives notice of FAST eligibility from such student's school district, of that student's eligibility for the FAST Program.

## 7. Use of Facilities

**A. Buildings and Site.** TISD houses the Tornillo ECHS at 430-D Oil Mill Rd., Tornillo, Texas, 79853. The space includes core learning classrooms, a library, learning resources, and

administrative and student support areas. All core Tornillo ECHS classes will be located in a dedicated and contiguous space. Construction and installation, maintenance, utilities, and operation will be at TISD's sole expense.

**B. Safety and Health.** In case of a health emergency on the Tornillo ECHS campus, the TISD Emergency Operations Plan will be followed. If the health emergency occurs on the EPCC campus, the ECHS Emergency Plan will be followed. EPCC police will be the first responder but will not be responsible for providing other than life saving health care for any Tornillo ECHS student. It is TISD's responsibility to ensure that the Early College nursing staff hold the necessary credentials.

## 8. Staffing

All Tornillo ECHS staff shall be exclusive employees of TISD ("TISD Staff"). There will be no joint employment relationship between EPCC and TISD of any TISD staff. TISD shall exclusively pay all salaries and provide benefits to all TISD Staff. Except as otherwise provided herein, EPCC shall have no responsibility to control, discipline, hire, terminate, compensate, or provide benefits to any of the TISD staff.

Credentials of prospective ECHS teachers who will teach College courses for dual credit will be pre-screened by the appropriate EPCC administrator. EPCC discipline faculty will be invited to serve on ECHS teacher hiring committees. For those areas in which dual credit classes will be offered, TISD will hire teachers who can meet EPCC credentialing requirements.

Tornillo ECHS will have the following personnel:

- Tornillo ECHS Principal, shared with Tornillo High School;
- A Counselor, shared with Tornillo High School;
- The appropriate number of highly qualified teachers based on enrollment and/or curriculum needs
- A Nurse, shared with Tornillo High School;
- A Secretary, shared with Tornillo High School;
- A Clerk, shared with Tornillo High School;
- A District PEIMS Coordinator, shared with Tornillo High School;
- A Security Guard, shared with Tornillo High School;
- A Campus Technologist, shared with Tornillo High School;
- A Librarian, shared with Tornillo High School.

Maximum enrollment for Tornillo ECHS is 120 students. The staffing will comply with EPCC's Enrollment Optimum but strive for a limit of twenty-five (25) students per class.

Tornillo ECHS Counselors will be responsible for overseeing every Tornillo ECHS student's degree plan requirements once the plan has been approved by the EPCC counselor.

The appropriate Tornillo ECHS/EPCC Dean will serve on the hiring committees for the Tornillo ECHS administrative positions.

The EPCC administrative liaison will serve on the hiring committees for the Tornillo ECHS administrative positions.

EPCC discipline faculty will serve on the Tornillo ECHS's teacher- hiring committees. For those areas in which onsite dual credit classes will be offered, the Tornillo ECHS will hire teachers who can meet EPCC credentialing requirements. College courses for dual credit can only be taught by qualified instructors credentialed by EPCC. All applicants must follow and meet TISD hiring procedures and requirements.

## 9. Professional Development of Staff

TISD shall be responsible for professional development of all full-time and part-time staff assigned to Tornillo ECHS, including staff development aimed at working with technology and at-risk students. Tornillo ECHS faculty at TISD's cost will participate in the professional development activities of EPCC, and the agency designated by the Texas Education Agency (TEA) to provide ECHS leadership coaching and technical assistance.

## 10. Student Services

- A. Student Services Provided by TISD.** Except as expressly set forth herein, TISD shall provide student services for the students in Tornillo ECHS, including, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials, and all College textbooks (See Section 5.E.). By July 1 of each year, TISD will submit all graduated seniors' final high school transcripts, with the official graduation date, through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.
- B. Student Services Provided by EPCC.** In addition to on-site resources provided by TISD at the Tornillo ECHS, students will be issued an EPCC ID card by the end of the first semester of their freshman year and will have open access to EPCC's online library databases, materials, and resources. Tornillo ECHS students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC Librarians will provide training to designated Tornillo ECHS Librarians on available resources. Tornillo ECHS students will have access to all EPCC student services and privileges, including participation in student government and student clubs. Upon mutual agreement, EPCC will conduct enrollment registration for all qualified students who have met all requirements and have requested enrollment in College courses for dual credit and College credit courses.
- C. Codes of Conduct.** Tornillo ECHS students will adhere to all the requirements of the TISD Code of Conduct and state law applicable to public school students. Students will have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures. In the event of any inconsistency between the TISD Code of Conduct and the EPCC Code of Conduct, the TISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be used. Students enrolled in any course for Dual Credit who are placed in an alternative school will be withdrawn from the course but may be allowed to remain in the Early College program upon returning to the high school campus.
- D. Major Sports and University Interscholastic League (UIL) Activities.** As a school within a school Early College High School (ECHS), Tornillo ECHS students will be allowed to participate in major sports and UIL sponsored activities.
- E. Transportation.** Transportation is at the sole discretion of TISD and not the responsibility of EPCC. TISD will ensure bus routes for students attending courses at all EPCC site facilities during the fall, spring, and summer terms that occur during regular high school hours. TISD will provide round-trip transportation for students from Tornillo ECHS to EPCC campuses for official school activities, such as daily classes in approved schedule.

## 11. Enrollment in College Courses

- A. Placement Exams.** As a prerequisite to enrollment in College courses, each student shall apply for and be admitted to EPCC and shall successfully complete appropriate placement exams, where required. EPCC shall provide materials, support and guidance to assist students in the application process and taking of placement exams. Students with disabilities needing accommodations should contact the EPCC Center for Students with Disabilities (CSD) to arrange

a meeting with a CSD Counselor. The placement exam will be administered at the high school that complies with EPCC's CSD-approved accommodations.

- B. Prerequisites.** Tornillo ECHS students must meet the prerequisite for any College course for which they register; no waivers for such prerequisites will be granted. A course designated as dual credit may not be open to students who have not yet met the prerequisite for such course; students who have not met the prerequisite may not be in attendance in the same classroom. Tornillo ECHS students will be enrolled in ECHS sections for core dual credit classes.
- C. Business Holds.** Tornillo ECHS students will be enrolled in EPCC courses upon the timely receipt of all the pre-registration/advising documentation by the EPCC Admissions and Registration DC/ECHS Specialist. If the Early College student has a hold preventing registration such as, but not limited to, "business hold or required documentation," the student will not be enrolled in the class and a notation will be made to the roster and returned back to the designated individual at the Early College. The Early College administration (Principal, Assistant Principal, or Counselor) will be notified and will be responsible for assisting the student in clearing the hold. Once the hold has been removed, the Early College designee must add the student once more to the enrollment roster requesting enrollment once again.
- D. Degree Plans.** Tornillo ECHS students will only take College courses for dual credit or College credit courses that apply toward their EPCC degree plan or the degree plan of the transferring institution they have selected, whether such classes are taught at Tornillo ECHS or at the EPCC campus. Tornillo ECHS students will be advised on the transferability of all College credit offered and earned.
- E. State Assessment Testing.** The Tornillo ECHS Principal will be responsible for informing the designated EPCC Dean of mandatory assessment testing dates. Tornillo ECHS students will be responsible for informing EPCC instructors of dates for all mandatory assessment testing and ensuring that missed work is completed.
- F. High School Graduation.** Upon high school graduation, Tornillo ECHS students who have not yet graduated with an associate degree may continue to pursue their degree plan at EPCC, but they will complete a new Apply TX and assume all financial responsibility.
- G. College Graduation.** After Tornillo ECHS students graduate with their associate degree, they may continue to take College courses at EPCC, but they will complete a new Apply TX and assume all financial responsibility.
- H. EPCC Dual Credit Policy and Procedures.** In all cases, College courses for dual credit courses will adhere to EPCC's College Procedure- G-H2 "*High School Dual Credit Program Requirements.*"
- I. Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973.** To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, EPCC and TISD agree to take any steps necessary to comply with the provisions of these laws. Coordination of services under the Agreement, enrollment of students and providing any necessary accommodations will be managed by the EPCC Center for Students with Disabilities (CSD). Appropriate accommodations will be determined by an EPCC CSD Counselor based upon individual needs and requirements of the required program of study. Accommodations will be provided by TISD. Accommodations for special education students enrolled in dual credit and College courses must adhere to EPCC's accommodations policy.

## **12. Fees, Tuition, and Instructional Materials for College Courses**

EPCC shall waive tuition and fees for college credit courses for each Tornillo ECHS student enrolled in such courses. The exception is for any Open Educational Resource (OER) fees if the student is enrolled in a section using OER materials rather than a traditional textbook (see also Section 5E, above). In these cases, TISD is responsible for the OER fee. TISD is also responsible for the First Day Adoption (FDAY) fee for those courses that offer this option and for which students have not opted out. TISD will fund placement testing fees. Other fees may apply, as outlined in the most recent Dual Credit Partnership Agreement approved and signed by both EPCC and TISD, except to the extent that such agreement provides for or allows fees of any nature to be assessed against students enrolled in a dual credit course (including, without limitation, three-peat fees, fees for enrollment after the Census Date, and other incurred fees).

## **13. Recruitment and Selection of Students**

To secure the broadest applicant pool possible, Tornillo ECHS will recruit 8<sup>th</sup> grade students no later than the end of the spring semester of each year. TISD will recruit from middle schools throughout the district. A recruitment team comprised of the Tornillo ECHS assistant principal, Counselor, and on-site Tornillo ECHS staff will lead this effort. The recruiting process will include the following activities:

- A. Maintenance of a Tornillo ECHS website that provides recruitment and admission information with a link to the EPCC homepage, EPCC Library homepage, and the EPCC Dual Credit/ECHS Program homepage;
- B. Distribution of recruitment/admission packets to middle school students in the school district;
- C. Meetings with middle school Counselors to introduce and explain the concept of the TEA and Early College blueprint;
- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of Tornillo ECHS students;
- E. Community informational meetings for students/parents interested in Tornillo ECHS;
- F. Presentation of recruitment and admission information in both English and Spanish.
- G. Any other activities required by the TEA Blueprint.

Recruitment materials will be reviewed by the Advisory Committee to ensure it meets TEA Blueprint and EPCC co-branding guidelines. EPCC Dual Credit Counseling and Administration will participate in parent and information sessions upon request.

Admission to Tornillo ECHS will be open to a maximum of 30 students each year. This will be known as a cohort. Criteria for admission to the Tornillo ECHS will allow 8<sup>th</sup> grade students to apply for the new cohort each year and enter Tornillo ECHS as 9<sup>th</sup> graders. The majority of the students accepted to the Tornillo ECHS will be those who are identified as “at risk” according to TEA guidelines including, low-income students, and Emergent Bilingual.

In special circumstances, additional 9<sup>th</sup> graders will be allowed to apply for any available openings in the cohort, as long as they do not exceed the maximum of 120 students. These students will be integrated into the existing cohort.

## **14. Collecting and Sharing Data**

EPCC and TISD agree to collect data associated with Tornillo ECHS required for reporting purposes and to share the data with the appropriate agencies as needed for internal purposes for use by either entity. EPCC and TISD Research departments, will be the primary point of contact for all data collection for their respective institutions. In addition, EPCC and TISD agree to share any data required for the successful completion of the Tornillo ECHS students’ graduation plans. When applicable, EPCC’s Institutional Review Board (IRB) will be consulted when requesting and sharing

data or conducting research. When selected, Tornillo ECHS will participate in student success, faculty satisfaction surveys, and other local or national surveys administered to EPCC students. EPCC and TISD will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; GPAs; state assessment results; SAT/ACT, PSAT; TSIA2 readiness by grade level; qualifications of ECHS staff; and location(s) where courses are taught. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: EPCC data; TISD data; high school grade point average, high school percentile, high school ranking; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level; and other data relevant to student academic achievement.

**FERPA:** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), EPCC hereby designates TISD as a college official with a legitimate educational interest in the educational records of the students who participate in the Early College High School Program to the extent that access to the records are required by TISD to carry out the Program; and TISD hereby designates EPCC as a school official with a legitimate educational interest in the educational records of the Students who participate in the Early College High School Program to the extent that access to the records are required by EPCC to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

### **15. Records and Criminal History**

Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. EPCC agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, TISD Board Policies, and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs services under this Agreement.

### **16. Advisory Committee**

An Advisory Committee comprised of representatives from EPCC and TISD will meet at least quarterly to facilitate communication, evaluate instructional and programmatic activities, identify issues and challenges, make recommendations, and enhance collaboration. The Advisory Committee shall periodically make reports to their respective boards or appropriate administrators. Specifically, the Advisory will meet in order to:

- A. Develop and implement academic and professional policy;
- B. Develop and implement budgets and financial policy;
- C. Supervise annual evaluation of the program and effectiveness of the collaboration;
- D. Ensure adherence to state and federal regulations;
- E. Review, annually, the interlocal and/or articulation agreements and to suggest revisions as necessary.

Members of the Advisory Committee may include: EPCC Dual Credit and Early College High Schools (DC/ECHS) Program Associate Director (Student Services), EPCC Executive Director of Admissions & Registrar, EPCC Administrative Liaison, EPCC Dean of DC/ECHS, EPCC ECHS Counseling Coordinator, EPCC Counselor, Early College Principal, Early College Counselor, and others as invited to participate.

## **17. Early College High School Leadership Council**

Representatives from the Advisory Committee in addition to EPCC and TISD senior administrators will be members of the Early College High School Leadership Council (“ECHSLC”). The purpose of the ECHSLC is to provide a forum for the discussion of topics and issues of common interest and concern across all El Paso area Early College High Schools. Additionally, when appropriate, the Council will facilitate the coordination of activities and events (such as joint professional development) across the schools. Other members of the Council may also include the District Office Liaisons, EPCC Faculty Liaisons, Texas Education Agency Designated Coaches, UTEP Representative, EPCC President, EPCC Vice President of Instruction and Workforce Education, and EPCC Vice President of Student and Enrollment Services. It is firmly believed that this new management and organizational tool enhances the operation of the high schools and ensures consistency in operation, while still allowing for the individuality of each Early College High School. This group will meet biannually.

## **18. Marketing and Co-branding**

Tornillo ECHS is a strong and beneficial partnership between EPCC and TISD and will be co-branded accordingly. EPCC and Tornillo ECHS logos will appear jointly and prominently on all media/marketing materials, school marquees, verbal and non-verbal messaging, and anywhere else the program is visible, including the school’s website. The logos must be the same size and in high profile locations. TISD and Tornillo ECHS will state, “Tornillo ECHS is a partnership between EPCC and TISD,” when speaking, presenting, or discussing the initiative as well as in all written materials, including, but not limited to: news releases, website content, promotional materials, social media, or other content. Signage, banners, and other displays should prominently demonstrate the partnership and should include EPCC and its logo. Except for written materials on jointly pre-approved JMHECHS letterhead, masthead, or digital material posted in a jointly pre-approved format, these materials will need to be reviewed and approved by EPCC’s Marketing/Community Relations Department and the Dean of DC/ECHS. Each party reserves the right to approve major signage, banners and other displays that will be displayed outside the EPCC campus to the general public. EPCC supplied logos, banners, or other identifying material should be displayed in each classroom used to teach Tornillo ECHS students. TISD is responsible for ensuring that departments producing materials, as well as appropriate administrators, faculty and staff, are aware of the marketing and co-branding requirements. Media/marketing materials that do not reflect appropriate co-branding may have to be taken down and redone to properly reflect required marketing and co-branding.

## **19. Renewal or Termination**

Upon completion of the term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless EPCC or TISD shall give notice of nonrenewal at least ninety (90) days prior to the end of the term or ninety (90) days prior to the end of any renewal term. Notwithstanding the foregoing, either EPCC or TISD shall have the right to terminate this Agreement with or without cause at any time during the term upon written notice to the other party. In the event of termination during the term of this Agreement, the effective date of termination shall be as of June 30 following the notice. It is the intent of the Parties that no termination shall be made or take effect at any time while the academic school year is in progress to avoid disrupting the academic progress for the Tornillo ECHS students, unless the Parties mutually agree in writing. In the event of termination, Tornillo ECHS will continue operation through the 11<sup>th</sup> grade cohort’s scheduled graduation from Tornillo ECHS. Services to enrolled 9<sup>th</sup> and 10<sup>th</sup> grade students may be continued though graduation of those cohorts by agreement. While in the process of discontinuing operation, Tornillo ECHS may not enroll any additional students in grades that have been phased out; but will continue to meet all the required design elements and provide full support for all students enrolled in the school.

## **20. Liability of EPCC and TISD**

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. EPCC and TISD shall each bear any

liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents, and employees who are performing duties under this Agreement, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents, or employees. TISD shall bear sole responsibility and liability for any claims by its students arising from acts, omissions, and negligence attributed to TISD. EPCC and TISD expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law.

## 21. Miscellaneous

- A. **Integrated Agreement.** This Agreement constitutes the entire agreement of the Parties respecting the subject matter described herein and supersedes all prior agreements or understandings, whether written or oral.
- B. **Notices.** Any notice authorized or required to be given under this Agreement shall be delivered or sent to the parties at the following addresses:

El Paso Community College  
P.O. Box 20500  
El Paso, TX 79998  
Attn: President

Tornillo Independent School District  
19200 Cobb Ave.  
Tornillo, TX 79853  
Attn: Superintendent

All notices required to be given hereunder shall be in writing, and shall be served in person upon the party to be notified or upon its agent, or shall be mailed by certified or registered mail or deposited with a nationally recognized overnight carrier, postage prepaid, to the address shown on above. Any notice mailed in the manner set forth in this Section shall be deemed received by the party to whom it is addressed when deposited in such manner with the United States Postal Service or said overnight carrier.

- C. **Compliance with Laws and Regulations.** The Parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- D. **Governing Law.** This Agreement is to be performed in El Paso County, Texas, and is governed by the Constitution and the laws of the State of Texas. The venue of any suit arising from this Agreement shall be in El Paso County, Texas. The Parties hereby irrevocably submit generally and unconditionally for themselves and in respect of their property to the jurisdiction of any state court, or any United States federal court, sitting in the City El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement.
- E. **Assignment Prohibited.** This Agreement, its rights, duties and responsibilities, may not be assigned without the prior written agreement of the Parties.
- F. **Alternate Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by the Parties to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.
- G. **Counterparts.** This Agreement is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.
- H. **Payments.** Any party paying for the performance of governmental functions or services rendered by the other party must make these payments from current revenues available to the paying party.

Signed and approved effective as of the date shown above.

EPCC:  
EL PASO COUNTY COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
William Serrata, Ph.D., President

Approved as to form:

\_\_\_\_\_  
General Counsel, EPCC




TISD:  
TORNILLO INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Rosie Vega-Barrio, Superintendent

Approved as to form:

\_\_\_\_\_  
General Counsel, TISD

Appendix A

 <b>Tornillo Independent School District - El Paso Community College</b> <b>Tornillo Early College High School</b> <b>Crosswalk</b>  				
<b>Freshman Year</b>		<b>Credit</b>	<b>EPCC Course</b>	<b>Credits</b>
P/AP Biology	1			
P/AP English 1	1			
P/AP Algebra 1/P/AP Algebra 2	1			
World Geography	1			
Spanish 1 or CTE Endorsement Elective	1			
PE	1			
DC Speech	0.5	SPCH 1321		3
DC Learning Framework	0.5	EDUC 1300		3
Pathway to College and Career I	1			
<b>Total Credits</b>	<b>8</b>			<b>6</b>
<b>Freshman Summer</b>		<b>Credit</b>	<b>EPCC Course</b>	<b>Credits</b>
Geometry (If Algebra 1 not taken in 8th grade)	1			
<b>Total Credits</b>	<b>1</b>			
<b>Total 9th Grade Credits</b>	<b>9</b>			<b>6</b>
<b>Sophomore Year</b>		<b>Credit</b>	<b>EPCC Course</b>	<b>Credits</b>
P/AP Chemistry	1			
P/AP English 2	1			
P/AP Algebra 2	1			
World History	1			
Spanish 2 or CTE Endorsement Elective	1			
Pathway to College and Career II	1			
DC Special Topics	0.5	Social and Behavioral Sciences		3
DC Special Topics	0.5	Language, Philosophy, & Culture		3
DC Special Topics	0.5	ARTS 1301		3
DC Special Topics	0.5	GOVT 2305		3
<b>Total Credits</b>	<b>8</b>			<b>12</b>
<b>Sophomore Summer</b>		<b>Credit</b>	<b>EPCC Course</b>	<b>Credits</b>
<b>Total Credits</b>	<b>0</b>			
<b>Total 10th Grade Credits</b>	<b>8</b>			<b>12</b>
<b>Junior Year</b>		<b>Credit</b>	<b>EPCC Course</b>	<b>Credits</b>
English/DC English	1	ENGL 1301/1302		6
DC Math	1	DC Math		3
DC Science	1	Life and Physical Scienc (Plus Labs)		8
DC US History	1	HIST 1301/1302		6
Spanish AP	1			
Pathway to College and Career III	1			
CTE Endorsement Elective	1			
Elective	1			
<b>Total Credits</b>	<b>8</b>			<b>23</b>
<b>Junior Summer</b>		<b>Credit</b>	<b>EPCC Course</b>	<b>Credits</b>
DC Elective	0.5	EPCC FOS		3
DC Elective	0.5	EPCC FOS		3
<b>Total Credits</b>	<b>1</b>			<b>6</b>
<b>Total 11th Grade Credits</b>	<b>9</b>			<b>29</b>
<b>Senior Year</b>		<b>Credit</b>	<b>EPCC Course</b>	<b>Credits</b>
Anatomy/Pathophysiology	1			
AP English 4	1			
Math	1			
CTE Endorsement Elective	1			
Pathway to College and Career I	1			
Economics	0.5			
DC Govt	0.5	GOVT 2306		3
DC Elective	0.5	EPCC FOS		3
DC Elective	0.5	EPCC FOS		3
DC Elective	0.5	EPCC FOS		3
DC Elective	0.5	EPCC FOS		3
<b>Total 12th Grade Credits</b>	<b>8</b>			<b>15</b>
<b>Total HS Credits</b>	<b>34</b>	<b>Total EPCC Credits</b>		<b>60-62</b>

**AGREEMENT**

**AGENCY:** ESC19 Head Start  
City/County of El Paso, State of Texas

**CONTRACTOR:** Tornillo Independent School District  
County of El Paso, State of Texas

**CONTRACT:** Meals for Children in Head Start Program

When this Agreement is duly completed and signed by appropriate authority, it constitutes a CONTRACT between Education Service Center – Region 19 (AGENCY) and Tornillo Independent School District (CONTRACTOR) to be effective October 1, 2025, through September 30, 2026. Witnesseth that Agency and Contractor do mutually agree as follows:

WHEREAS, the Agency is in receipt of a Grant from the Texas Department of Human Services (TDHS) and Texas Department of Agriculture, (TDA), for the purpose of feeding children enrolled in the Head Start Program. WHEREAS, pursuant to said Grant, the Agency is undertaking certain activities, and WHEREAS, the Agency desires to engage the Contractor to render certain assistance in such undertakings; NOW THEREFORE, the Agency and Contractor do mutually agree as follows:

**I. CONTRACTOR OBLIGATIONS**

1. **Meals**

- Meals will be provided for children enrolled and are eligible in the Head Start Program
- Meals will be prepared in accordance with Texas Department of Agriculture (TDA) and United States Department of Agriculture (USDA)
- Meals meet the Child & Adult Care Food Program (CACFP) meal pattern requirements
- Contractor shall not claim the meals served to the Head Start children under the National School Lunch Program
- Full Day Session: (Breakfast, lunch & PM snack)
- Half Day Session: (AM snack, lunch and PM snack)
- Age appropriate foods
- Food modifications (e.g. Puree, Ground, Finely Chopped and Chopped)
- All meals will be prepared at full enrollment

**Birthday Celebrations**

Contractor shall provide a monthly birthday celebration snack for children per classroom on designated day. This is done in recognition of those Head Start children celebrating their birthday. The Agency will reimburse the Contractor at the rate of snack cost.

2. **Meal Variations**

Contractor shall provide for any food allergies, or special diets and nutritional needs in accordance with a physician's medical statement and in accordance with Child and Adult Care Food Program regulations.

3. **Cycle Menus**

Contractor shall provide cycle menus to the Head Start Nutrition services in addition to monthly menus. Cycle menus shall be provided at the beginning of the school year. Monthly menus shall be provided one month in advance.

4. **Health Department**

Contractor shall maintain on file a current local health department food establishment permit and health inspection and provide a copy of such to the Head Start Center. The contractor agrees to meet all local and sanitary code requirements applicable to food service delivery to include:

- a. Document temperatures twice daily on the Refrigerator/Freezer Temperature Chart
- b. Document and maintain accurate food temperatures
- c. Document and maintain adequate dry storage temperatures

5. **Term**

Commence performance of this Agreement on the 1<sup>st</sup> day of October 2025, and complete performance no later than September 30, 2026.

6. **Records**

Maintain such records and accounts, including financial records, as are deemed necessary by the Agencies or the Director of TDHS and ACF to assure proper accounting for all project funds, both Federal and Non-Federal share. These records shall be retained for a period of three years from the date of submission of the final claim under this agreement unless an audit item has not been resolved, in which case records shall be maintained until satisfactory resolution of the audit item has been accomplished. If the Contractor delivers its records to the Agencies at the end of the term hereof, it shall have no further responsibility for retaining any records whatsoever. Provide Head Start with the required Daily Meal Production Records identifying the quantity of foods served per meal and the number of children and adults served. The Contractor will provide daily meal production records to Head Start Center Manager on a weekly basis (Monday).

- a. Daily Meal Production Record

7. **Reimbursable Meals**

- Meet Program meal pattern requirements (contains all required components in at least the minimum required portion sizes)
- Be served to eligible children

- Be served according to federal and state regulations and policies
- Actual meals provided accordance to attendance on a daily basis

8. **Locations**

Tornillo ISD cafeteria will provide meal services to our Head Start children.

9. **Audit**

Facilitate the examination and copying of appropriate meal service records during normal working hours by TDHS, USDA, TDA and Head Start. This may occur annually as an administrative review. Contractor will be given a five-day notice.

10. **Assurances**

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA (Section 6000 TDA). The contractor also agrees to comply with Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the program applicant by the TDHS. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance extended in reliance on the representation and agreements made in this assurance.

The Contractor agrees to compile CACFP meal requirements, data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDHS, USDA and TDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDHS has the right to seek judicial enforcement of this assurance.

This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the department. The person whose signature appears on

this contract is authorized to sign this assurance on the behalf of the Contractor.

## II. AGENCY OBLIGATIONS

The Agency shall:

### 1. Payment

Upon receipt of the monthly report due no later than the 30<sup>th</sup> day of the month, the Agency shall reimburse Contractor for the **actual number of meals** served at the reimbursement rate of Breakfast **\$4.00**, Snacks **\$3.00**, and Lunch **\$6.50**. Reimbursement rates shall be based solely on rates established by the Contractor. Upon receipt of documentation from Contractor indicating a change in reimbursement rate, the Agency shall forward say documentation to Contractor. The documentation forwarded shall constitute an amendment to this Agreement and shall establish the reimbursement rate for the period affected.

### 2. Limitation on Reimbursement

In **no** event shall the Agency reimburse Contractor for meals served at a rate higher than the reimbursement rate being paid to the Agency by **TDHS and TDA** for any report period.

Both parties to this Agreement understand that ESC19 Head Start, shall accept final administrative and financial responsibility for program operations, and shall not contract for the management of the Child and Adult Care Food Program.

Any attachment not made as part of this Agreement on the date of its execution, shall be attached as soon as possible thereafter and shall be dated and signed by the parties.

### 3. Monitoring/Reviews

#### **H-1529**

If a CE or site contracts with a Food Service Management Company (FSMC) or vendor to provide food service, the CE or site must conduct an annual on-site monitoring review of each food preparation site used by the FSMC/vendor to provide meals for their contract. The review must be conducted during each CACFP Program Year (October 1 through September 30 of any given year). CEs and sites must use the Food Service Management Company / Vendor Monitor Review (**H-1529**), to conduct the monitoring review.

#### **H-1606**

Sites participating in the CACFP are subject to unannounced as well as announced reviews by the sponsor, TDA, USDA or other State or Federal officials. Agency must conduct three reviews of each of their sites to determine compliance with all program requirements (September, February and April).

IN WITNESS WHEREOF, the Agencies and the Contractor have executed this Agreement as of the date first written above.

**Tornillo Independent School District**

\_\_\_\_\_  
Rosy Vega - Barrio, Superintendent

Date: \_\_\_\_\_

**ESC19 Head Start**

\_\_\_\_\_  
Dr. Armando Aguirre, ESC19 Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Socorro Rodríguez, ESC19 Head Start Director

Date: \_\_\_\_\_

## AGREEMENT

AGENCY: ESC19 Head Start  
City/County of El Paso, State of Texas

CONTRACTOR: Tornillo Independent School District  
County of El Paso, State of Texas

CONTRACT: Meals for Adults in Head Start Program

When this Agreement is duly completed and signed by appropriate authority, it constitutes a CONTRACT between Education Service Center - Region 19 (AGENCY) and Tornillo Independent School District (CONTRACTOR) to be effective September 1, 2025 through August 31, 2026. Witnesseth that Agency and Contractor do mutually agree as follows:

WHEREAS, the Agency operates and administers, through the United States Department of Health and Human Services, a Head Start Program for children residing within the Boundaries of the Tornillo Independent School District; and WHEREAS, the Agency desires to engage the Contractor to render certain assistance in such undertakings:

### I. CONTRACTOR OBLIGATIONS

#### 1. Meals

Contractor shall provide a noon meal for adults per classroom per day. This meal shall be served in conjunction with the meal served to the Head Start children and shall meet the CACFP adult feeding requirement.

- **Birthday Celebrations**

Contractor shall provide a monthly birthday celebration snack for adults per classroom on designated day. This is done in recognition of those Head Start children celebrating their birthday. The Agency will Reimburse the Contractor at the rate of snack cost **\$3.00**.

#### 2. Term

The Contractor shall commence performance of this Contract on the 1<sup>st</sup> day of September 2025 and shall complete performance no earlier than August 31, 2026.

#### 3. Records

The Contractor shall maintain such reasonable records and accounts, including financial records, to assure proper accounting for all project funds, both Federal and Non-Federal shares. These records will be made available for audit purposes to the Agencies, the D.H.H.S. or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Agency at the end of the term hereof, it shall have no further responsibility for retaining any records whatsoever.

#### 4. Compliance with Conditions

The Contractor agrees to assist the Agency in complying with all of the Conditions Governing Grants under Section 222 EOA Department of Health and Human Services.

### II. AGENCY OBLIGATIONS

The Agency shall:

#### 1. Reimbursement

The Agency shall reimburse the Contractor for costs incurred in the preparation of the meals served to the staff and parent/volunteer on actual participation. Reimbursement for meals shall be at a rate of **\$6.50** per Adult meal claimed.

2. Payment

The Contractor shall submit monthly reports to indicate number and types of meals served, not later than the fifth day of the following month. Upon receipt of the monthly report, the Agency shall reimburse Contractor for the number of meals served at the rate set forth herein not later than the 30th day of the month.

IN WITNESS WHEREOF, the Agency and the Contractor have executed this Agreement as of the date first written above.

**Tornillo Independent School District**

\_\_\_\_\_  
Rosy Vega – Barrio, Superintendent

Date: \_\_\_\_\_

**ESC19 Head Start**

\_\_\_\_\_  
Dr. Armando Aguirre, ESC19 Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Socorro Rodríguez, ESC19 Head Start Director

Date: \_\_\_\_\_



# MEMORANDUM

**To:** Board of Trustees  
**From:** Norma Aguirre, District CNS Manager  
**Subject:** 2025 – 2026 Adult Meal Prices  
**Date:** August 5, 2025

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## **HISTORY:**

The USDA/TDA requires meals served to adults not directly involved in the operation and administration of school nutrition programs be priced accordingly to cover the overall cost of the meal.

[FNS-GD-1988-0012](#)

## **RATIONALE:**

Each year the CNS department reviews costs and adjusts adult meal prices accordingly. To calculate adult meal prices, we use the worksheet provided by TDA (Texas Department of Agriculture) on the Square Meals website.

<https://squaremeals.org/LinkClick.aspx?fileticket=sXkL-3924d0%3d&tabid=538&portalid=8&mid=9211>

## **BUDGET IMPACT:**

None

## **ADMINISTRATIVE RECOMMENDATION:**

Administration is recommending the Board of Trustees approve the price of \$4.00 for adult breakfast meal and \$5.75 for adult lunch meal for SY 2025-2026.

**Adult Meal Calculator Worksheet**

This worksheet provides the information needed to calculate adult meal prices using both approved methods. Choose the method of calculation (see the *Administrator's Reference Manual (ARM), Section 19, Meal Pricing* for additional information on which method to use). If the rate applies, record the rate in the *Amount CE Receives* cell. If using Method 1, record the local student paid charge in the designated *Local Student Paid Charge* cell. If using Excel, this worksheet will automatically calculate the amounts in the *Minimum Adult Charge* and *Total Federal Funds* cells. All amounts are carried to 4 digits and must be rounded up when determining the adult meal price. Non-pricing programs must always use Method 2. TDA posts the current reimbursement rates at [SquareMeals.org](http://SquareMeals.org).

Use the applicable rates for the school year when the adult meal prices will apply.

Method 1 Lunch	
Federal Funds/Reimbursement Rate	Amount CE Receives
Paid Reimbursement Rate	
Performance-Based Rate	
Severe Need Lunch Rate	
USDA Foods Rate	
Total Federal Funds Received	\$ -
Highest Local Student Price Charged	
<b>Minimum Adult Charge</b>	<b>\$ -</b>
Method 2 Lunch	
Federal Funds/Reimbursement Rate	Amount CE Receives
Free Reimbursement Rate	\$ 4.62
Performance-Based Rate	\$ 0.09
Severe Need Lunch Rate	
USDA Foods Rate	\$ 0.45
Total Federal Funds Received	\$ 5.16
<b>Minimum Adult Charge</b>	<b>\$ 5.16</b>

Method 1 Breakfast	
Federal Funds/Reimbursement Rate	Amount CE Receives
Paid Reimbursement Rate	
Severe Need Breakfast Rate	
USDA Foods Rate (Add if USDA Foods are used at breakfast)	
Total Federal Funds Received	\$ -
Highest Local Student Price Charged	
<b>Minimum Adult Breakfast Charge</b>	<b>\$ -</b>
Method 2 Breakfast	
Federal Funds/Reimbursement Rate	Amount CE Receives
Free Reimbursement Rate	\$ 2.94
Severe Need Breakfast Rate	\$ 0.09
USDA Foods Rate (Add if USDA Foods are used at breakfast)	\$ 0.38
Total Federal Funds Received	\$ 3.41
<b>Minimum Adult Breakfast Charge</b>	<b>\$ 3.41</b>

New Adult Lunch Price for 25-26 is \$5.75

New Adult Breakfast Price for 25-26 is \$4.00



# MEMORANDUM

To: Members of the Board of Trustees  
From: Luis M. Guerra, Director of Finance  
Subject: Property, Casualty and Auto Liability Insurance 2025-2026  
Date: August 27, 2025

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## HISTORY:

Property and Casualty Alliance of Texas is a member owned-and-governed program created to provide member districts lowest long-term cost for property and casualty coverage via multi-year membership, rate and coverage stability, proactive loss prevention, and cash dividend. PCAT provides multi-year risk management solutions for over 130 Texas school districts

## RATIONAL:

Every year, the district renews the property and casualty and automobile insurance to insure the following:

### Property

- Buildings, Personal Property and Auxiliary Structures

### Miscellaneous Property

- Mobile and Music Equipment
- Computer Equipment and Media

### General Liability

- Personal Injury
- Employee Benefits Coverage
- Educators Legal Liability
- Automobile Liability and Auto Physical Damage

### Crime Activities

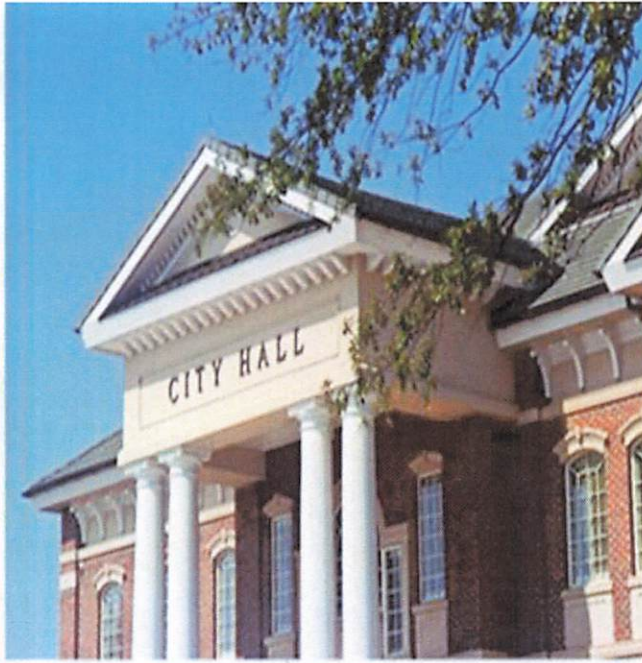
- Public Employee Dishonesty
- Money & Securities
- Forgery and Alteration

BUDGET IMPACT: Cost of property, casualty and auto liability insurance for 2025-2026 - \$375,966

## ADMINISTRATIVE RECOMMENDATION:

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

2025 Commercial Insurance Proposal  
**Tornillo Independent School District**



Phillip Briscoe  
Vice President- El Paso  
Account Manager: Marcela Garcia, CISR  
Date Prepared: July 21, 2025



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



## About USI Insurance Services

USI is one of the largest insurance brokerage and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 10,000 industry leading professionals across ~200 offices to serve clients' local, national and international needs. USI has become a premier insurance brokerage and consulting firm by leveraging the USI ONE Advantage®, an interactive platform that integrates proprietary and innovative client solutions, networked local resources and expertise, and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts best-in-class industry talent with a long history of deep and continuing investment in our local communities. For more information, visit [usi.com](http://usi.com)

### The USI ONE Advantage

What truly distinguishes USI as a leading insurance brokerage and consulting firm is the USI ONE Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE® represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.

#### **Omni – USI's Proprietary Analytics**

Omni, which means "all," is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 500,000 clients, thousands of professionals and over 150 years of business activity through our acquired agencies into targeted, actionable solutions across property & casualty, employee benefits, personal risk and retirement. Omni features over a thousand solutions, case studies, work products and detailed analysis across industry verticals in a single dashboard. USI consultants input the client's personalized data into Omni – highlighting their business, employees, and risks. The results feature client specific recommendations with quantified financial impact and the ability to analyze alternative scenarios with the touch of a button.

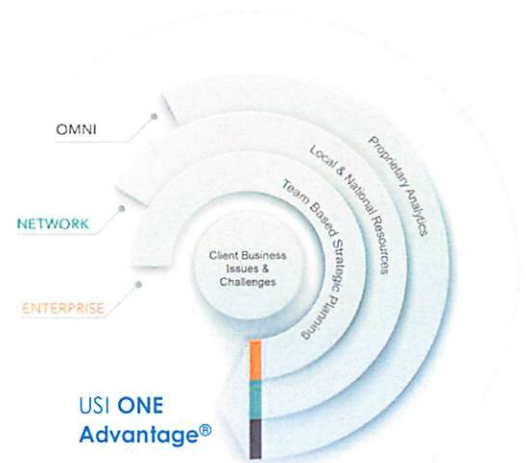
#### **Network – USI's Local and National Resources**

USI has made a very large investment in local resources and technical expertise, with more than 10,000 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

#### **Enterprise – USI's Team Based Strategic Planning**

USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our Omni knowledge engine, with our Network of local and national resources, delivered to our clients through our Enterprise planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.



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

## Service Team

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**USI Southwest Inc., El Paso**  
303 N. Oregon, Ste 310, El Paso, TX 79901  
(915) 544-3111    [www.usi.com](http://www.usi.com)

### Producers

Your **CL Producer** is **Phillip Briscoe**  
Direct Number: (915) 534-9412  
E-Mail: [Phillip.Briscoe@usi.com](mailto:Phillip.Briscoe@usi.com)

### Account Management Team

Your **CL Account Manager** is **Marcela Garcia**  
Direct Number: (915) 534-9461  
E-Mail: [Marcela.Garcia@usi.com](mailto:Marcela.Garcia@usi.com)

Your **CL Sr Associate Acct Rep** is **Anapaula Rodriguez**  
Direct Number: (915) 534-9424  
E-Mail: [anapaula.rodriguez@usi.com](mailto:anapaula.rodriguez@usi.com)

### Claims Department

Your **Claims Manager** is **Mike Rogers** at USI Insurance  
Direct Number: (915) 534-9463  
E-Mail: [Mike.Rogers@usi.com](mailto:Mike.Rogers@usi.com)

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

## Premium Summary

Coverage	Expiring Term	Renewal Term
Property	\$324,711	\$328,888
Equipment Breakdown	\$4,204	\$4,261
General Liability	\$1,599	\$1,534
Automobile	\$28,413	\$29,247
Educator's Legal Liability	\$6,830	\$6,550
Cyber Liability	\$5,932	\$5,486
<b>TOTAL ESTIMATED ANNUAL PREMIUM</b>	<b>\$371,689</b>	<b>\$375,966</b>

### Optional Auto Liability Quotes:

- Uninsured/Underinsured Motorist Coverage - \$1,593 additional premium
- Medical Payments - \$1,257 additional premium

### Binding Requirements:

- Signed Client Authorization to Bind
- Signed A.M. Best JUA and Unrated Notification - PCAT
- Signed Statement of Values
- Signed Fleet Schedule
- Please specify of any vacant buildings, confirm that they are maintained accordingly and advise of the building's future use. Please note that there will be no building coverage for any vacant buildings, if not specified.

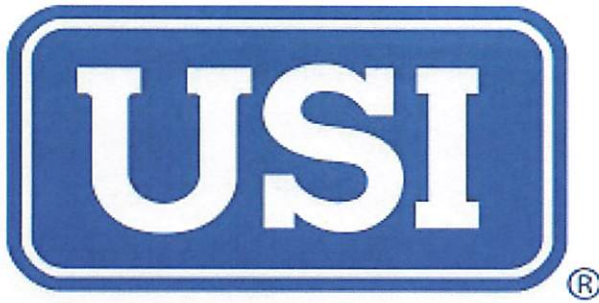
### Payment Terms:

- PCAT – Agency Bill (Full Payment)

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

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## 2025 Coverage Summary

### Tornillo ISD

PCAT 9.1.2025 - 9.1.2026

Coverage	Provider	Valuation	Property Values	Deductible
Property Wind & Hail	PCAT	Replacement Cost Blanket Coverage	\$80,393,062	2% per building, \$500,000 minimum, per occurrence
Property All Other Perils	PCAT	Replacement Cost Blanket Coverage	\$80,393,062	\$10,000 per occurrence
Property Frozen Pipes	PCAT	Replacement Cost Blanket Coverage	\$80,393,062	\$50,000 per building, \$250,000 minimum, per occurrence
Property Earth Movement	PCAT	Replacement Cost Blanket Coverage	\$1,000,000*	\$10,000 per occurrence
Property - Flood - not Zone A or V	PCAT	Replacement Cost Blanket Coverage	\$1,000,000*	\$100,000 per occurrence

\* Sublimits included as part of the property values shown above.

Limits				
Equipment Breakdown	PCAT	Per Accident	\$80,393,062	\$5,000
Cyber Loss & Liability	PCAT	1st & 3rd Party Coverage	\$2,000,000	\$25,000
General Liability	PCAT	Per Occurrence / General Aggregate	\$1,000,000	None \$10,000 Law
Educator's Legal Liability	PCAT	Claims-Made & Reported	\$1,000,000	\$10,000
Auto Liability	PCAT	Per Accident	\$1,000,000	\$1,000
Auto Physical Damage	PCAT	Actual Cash Value	\$1,609,548	\$1,000

## Additional Property Coverages

### Limits

*All are Sublimits included as part of the property values and are subject to the deductibles shown or selected.*

Accounts Receivable	\$	250,000
Arson, Theft and Vandalism Rewards	\$	25,000
Back-up of Sewers, Drains or Sumps	\$	25,000
Building Ordinance or Law – Blanket		
Demolition Cost & Increased Cost of Construction	\$	1,000,000
Loss to Undamaged Portion of the Building		Included
Debris Removal	\$	250,000
Errors & Omissions	\$	500,000
Extra Expense	\$	2,000,000
Fire Department Service Charge	\$	25,000
Fire Extinguishing Equipment Recharge		Included
Flood – Excluding Zones Prefixed A or V – Annual Aggregate	\$	1,000,000
Foundations and Underground Pipes	\$	100,000
Inventory & Appraisal	\$	25,000
Miscellaneous Unnamed Locations	\$	50,000
Newly Acquired or Constructed Buildings – 180 days	\$	1,000,000
Outdoor Property	\$	2,000,000
Outdoors Trees, Shrubs & Plants	\$	25,000
Personal Effects and Property of Others	\$	100,000
Personal Property at Newly Acquired or Constructed Buildings – 180 days	\$	500,000
Pollution Cleanup and Removal	\$	100,000
Preservation of Property		Included
Spoilage	\$	100,000
Tenant Glass	\$	10,000
Theft Damage to Building		Included
Underground Water Seepage	\$	25,000
Utilities Services – Direct Damage	\$	50,000
Valuable Papers and Records	\$	50,000

## Inland Marine Coverages

### Limits

### Deductible

*Coverage applies when not within 1,000 feet of the described premises and are subject to the limits and the deductibles listed.*

Audio Visual Equipment	\$	100,000	\$	15,000
Band Equipment, Uniforms, & Musical Instruments	\$	500,000	\$	10,000
Electronic Data Processing Equipment	\$	2,000,000	\$	15,000
Media & Data		Included		
Fine Arts	\$	25,000	\$	10,000
Miscellaneous Equipment (includes Mobile Equipment)	\$	500,000	\$	10,000
Personal Effects and Property of Others – Off Premises	\$	100,000	\$	10,000
Personal Property In Transit	\$	50,000	\$	10,000
Property Off-Premises	\$	100,000	\$	10,000

## Crime

	Limits	Deductible
Employee Dishonesty	\$ 100,000	\$ 5,000
Money & Securities - Inside the Premises	\$ 50,000	\$ 5,000
Money & Securities - Outside Premises	\$ 50,000	\$ 5,000
Fraudulent Instruction	\$ 50,000	\$ 5,000
Forgery & Alteration	\$ 50,000	\$ 5,000

## Equipment Breakdown

	Limits	Deductible
Equipment Breakdown Limit	\$ 80,393,062	\$ 5,000
Property Damage	Included	
Off Premises Property Damage	\$ 25,000	
Business Income/Extra Expense/Service Interruption	\$ 1,000,000	
Contingent Business Income	\$ 25,000	
Civil Authority	Included	
Perishable Goods	\$ 100,000	
Demolition	\$ 100,000	
Ordinance or Law	\$ 100,000	
Expediting Expenses	\$ 100,000	
Hazardous Substances	\$ 100,000	
Newly Acquired Locations	\$ 1,000,000	
Green	\$ 25,000	
Public Relations	\$ 5,000	

## Cyber Loss & Liability Coverage

	Limit	Retention
<b>Maximum Limit of Insurance</b>		
Each Incident/Aggregate	\$ 2,000,000	\$ 25,000
<b>First Party Insuring Agreements</b>		
Cyber Incident Response Fund	Inside Limit	
Cyber Incident Response Team	\$ 2,000,000	\$ 25,000
Response Coach Retention		\$ 25,000
Non-Panel Response Provider	\$ 500,000	\$ 25,000
Business Interruption Loss and Extra Expenses (12 hours)	\$ 2,000,000	\$ 25,000
Contingent Business Interruption Loss and Extra Expenses		
Scheduled Providers	N/A	N/A
Unscheduled Providers (12 hours)	\$ 2,000,000	\$ 25,000
Reputational Event	\$ 2,000,000	\$ 25,000
Digital Data Recovery	\$ 2,000,000	\$ 25,000
Network Extortion	\$ 2,000,000	\$ 25,000
<b>Third Party Insuring Agreements</b>		
Cyber, Privacy and Network Security Liability	\$ 2,000,000	\$ 25,000
Regulatory Proceedings	\$ 2,000,000	\$ 25,000
Payment Card Loss	\$ 2,000,000	\$ 25,000
Electronic, Social and Printed Media	\$ 2,000,000	\$ 25,000
<b>Cyber Other Terms and Conditions</b>		
Ransomware Encounter	\$ 2,000,000	\$ 25,000
Widespread Severe Known Vulnerability Exploit	\$ 2,000,000	\$ 25,000
Widespread Software Supply Chain Exploit	\$ 2,000,000	\$ 25,000
All Other Widespread Events	\$ 2,000,000	\$ 25,000
Widespread Severe Zero Day Exploit	\$ 2,000,000	\$ 25,000
<b>Cyber Crime Insuring Agreements</b>		
Computer Fraud	\$ 500,000	\$ 25,000
Funds Transfer Fraud	\$ 500,000	\$ 25,000
Social Engineering Fraud	\$ 500,000	\$ 25,000
Invoice Fraud Financial Loss Endorsement	\$ 500,000	\$ 25,000

## General Liability

	Limits	Deductible
General Aggregate	\$ 1,000,000	None
Each Occurrence	\$ 1,000,000	None
Damage To Premises Rented To You	\$ 500,000	None
Unmanned Aerial Vehicle Aggregate	\$ 100,000	None
Personal and Advertising Injury	\$ 1,000,000	None
Products/Completed Operations Aggregate	\$ 1,000,000	None
Law Enforcement Liability - Each Occurrence	\$ 1,000,000	\$ 10,000

## Employee Benefits Liability

	Limits	Deductible
Claims-Made & Reported Form		
	Retroactive Date: 9.1.2020	
Each Claim	\$ 1,000,000	None
Aggregate (Included in General Liability General Aggregate)		

## Educator's Legal Liability

	Limits	Deductible
Claims-Made & Reported Form		
	Retroactive Date: 9.1.2015	
Coverage A: Professional Educational Services		\$ 10,000
Each Professional Incident	\$1,000,000	
Professional Incident Aggregate	\$1,000,000	
Coverage B: Employment-Practices Liability		\$ 10,000
Each Employment Incident	Combined with Coverage A	
Employment Incident Aggregate	Combined with Coverage A	
Coverage C: Non-Pecuniary Defense		\$ 10,000
Defense Reimbursement	\$ 100,000	
Defense Reimbursement Aggregate	\$ 300,000	

## Auto Liability

	Limits	Deductible
Combined Single Limit	\$ 1,000,000	\$ 1,000
Non-Owned & Hired Liability	BI / PD Limit	

## Auto Physical Damage

	Limits	Deductible
Comprehensive & Collision Coverage Including Flood, except in Zones Prefixed A or V	ACV	\$ 1,000
Newly Acquired Vehicles	ACV	\$ 1,000
Garagekeepers Legal Liability	\$ 50,000	\$ 1,000
Hired Car Physical Damage	\$ 100,000	\$ 1,000

## Vehicle Coverage

Automobile Liability and/or Physical Damage coverage is provided for all vehicles shown on the attached schedule. If changes to your schedule need to be made, advise your PCAT Representative before the beginning of the Participation Period. Adjustments to the schedule will be made and an Amended Auto Coverage Form will be issued. **Any vehicle owned prior to the Participation Period but not on the schedule may not be covered.**

### Newly Acquired Vehicles

Vehicles obtained after the beginning of the Participation Period are automatically covered for the same limits and deductibles as other like-type vehicles. However, if the number of vehicles added exceed 5% of the total number of covered vehicles, then an additional Contribution as determined will be due for the pro-rated coverage period.

## Terms & Conditions

### General Terms

1. The proposed contributions and coverage include package discounts. Therefore, all proposed coverages must be accepted as a package.
2. This proposal is summary only. Please consult all applicable agreements and coverage documents for a complete explanation of the coverages, conditions and exclusions.
3. If this proposal is based upon an incomplete application, terms and pricing may change if the completed application reveals new underwriting concerns.
4. This proposal is based upon no deterioration in property losses prior to binding. If a Named Storm has entered the Gulf of Mexico, binding or increasing coverage is not allowed without written approval from INSURICA.
5. This proposal is rescinded if the school solicits an alternate quote from another proposer subsequent to the date this proposal is received by the school.
6. Coverage begins at 12:01 am on the effective date and ends at 12:01 am on the expiration date.
7. Cyber coverage is subject to full receipt of cyber applications and subject to underwriting approval.

### Multi-Year Coverage

1. This proposal includes multi-year coverage terms as specified in the PCAT Multi-Year Interlocal Addendum.

### Automobiles

1. Automobile Liability coverage does not extend to 15 Passenger Vans “while transporting students.”
2. A contracted school bus driver who is not a district employee is not considered a covered Member.

### Annual Adjustments

1. Contributions are adjusted annually based on updated exposures for Property and Contents, Automobiles and Average Daily Attendance.
2. Contributions may be adjusted annually per the PCAT Multi-Year Interlocal Addendum.

### Proposal Contingencies (the following must be received prior to binding)

1. Signed coverage applications.

## Cost Summary

	Exposures		Cost
Property	Building	\$ 68,135,567	\$ 328,888
	Contents	\$ 12,257,495	
	Total	\$ 80,393,062	
Equipment Breakdown	TIV	\$ 80,393,062	\$ 4,261
Cyber Loss & Liability	Operating Expenditures	\$ 11,501,950	\$ 5,486
General Liability & Employee Benefits Liability	ADA	726	\$ 1,534
	Employees	155	
Educator's Legal Liability	ADA	726	\$ 6,550
	Employees	155	
Automobile Liability	Power Units	33	\$ 18,677
	Trailers	0	
Auto Physical Damage	Cost New	\$1,609,548	\$ 10,570
	Units	33	
<b>Annual Cost</b>			<b>\$ 375,966</b>

## Value - Added Services

Operational Disaster Recovery	Priority Access to Power, Fuel, Mobile Offices & Satellite Connectivity	Included
Property Valuations	Annual Property Valuation Updates including campus diagrams & photos	Included
Driver Training	On-site Training Session + School Bus Driver Video Training Program	Included
Employee Training	Online Liability Training for School	Included
Facility Surveys	On-Site Facility Inspections	Included

## Optional Auto Liability Quotes

	Limits	Deductible	Additional Cost
Uninsured/Underinsured Motorist			
Bodily Injury - per person	\$ 30,000		
Bodily Injury - per accident	\$ 60,000	\$ 1,000	\$ 1,593
Property Damage - per accident	\$ 25,000		
Medical Payments			
Per Person	\$ 2,500		
Per Accident	\$ 25,000	\$ 1,000	\$ 1,257

## Vehicle Coverage

Automobile Liability and/or Physical Damage coverage is provided for all vehicles shown on the attached schedule. If changes to your schedule need to be made, advise your PCAT Representative before the beginning of the Participation Period. Adjustments to the schedule will be made and an Amended Auto Coverage Form will be issued. **Any vehicle owned prior to the Participation Period but not on the schedule may not be covered.**

## Newly Acquired Vehicles

Vehicles obtained after the beginning of the Participation Period are automatically covered for the same limits and deductibles as other like-type vehicles. However, if the number of vehicles added exceed 5% of the total number of covered vehicles, then an additional Contribution as determined will be due for the pro-rated coverage period.

# PCAT Summary of Coverage Changes

September 1, 2025

As part of the continuous improvement process, periodic reviews of coverage documents are conducted to provide the best products to our members. Property Casualty Alliance of Texas (PCAT) is implementing the following coverage changes for all renewals taking effect on or after September 1, 2025.

[This is a summary of changes only, please carefully review the coverage documents in their entirety.](#)

## Building and Personal Property Coverage

- Under the Coverage section IV. Property Not Covered, paragraph T. has been added to exclude uncovered HVAC installed after September 1st from coverage:
  - T. Heating, ventilation, and air conditioning (HVAC) units installed after September 1, 2025, are excluded from **Loss** caused by hail unless commercial hail protection/coil guards are installed. (pp. 11)
- Under the Coverage section V. Covered Causes of Loss, A. Exclusions, paragraph K. Roof Dents to Roof Covering and Rooftop Components Caused by Wind or Hail, the underlined has been added to paragraph 2.:
  - (2) This exclusion does not apply to any metal **Roof Covering** or **Rooftop Component** that is intended to be primarily decorative or prominent, and the **Roof Dents** are easily within public view and visible from the ground.
    - (a) If PCAT determines this exception applies, PCAT will reimburse the member for 50% of the cost of repair or replacement once completed, up to a maximum of \$1,000,000 per Occurrence. (pp. 14)
- Under the Coverage section V. Covered Causes of Loss, B. Limitations, Paragraph 6. Has been added:
  - 6. We will pay for Damage to heating, ventilation, and air conditioning (HVAC) units based only on the unit's actual cash value (ACV). We will compute this value by determining the actual and necessary replacement cost (with material of like kind and quality and for the same use and occupancy of the premises) at the time of and for this Damage and then subtract the depreciation damaged units. (pp. 20)
- Under Commercial Property Conditions Section, K Valuation, Section 2 has been increased from 180 days to 365 days:
  - 2. The Member must advise us in writing as soon as practicable but in no event no later than ~~180~~ 365 days from the date of **Loss** of their intent to either:
    - a. Repair or replace the damaged **Covered Property**; or
    - b. Receive payment for the **Actual Cash Value** of the damaged **Covered Property**.Absent a timely written election, the parties agree that the Member has elected **Actual Cash Value**. (pp.26)

- Under Commercial Property Conditions Section, K Valuation, Section 6 Special Valuations, Paragraph P has been increased to 15 years for roof coverings, other than TPO.

**P. Roof Covering to be Actual Cash Value** if originally installed or last fully replaced more than 15 years from the date of loss. However, a TPO (Thermoplastic Polyolefin) **Roof Covering** to be Actual Cash Value if originally installed or last fully replaced more than 10 years from the date of loss. The Member bears the burden of proving the age of the **Roof Covering**. (pp. 27)

## Property Flood Coverage

- Under the Coverage section III. Property Not Covered, paragraph S. has been added to exclude **Vacant Buildings** from coverage:

**O. Vacant Buildings** are excluded from property coverage unless otherwise expressed in writing from PCAT. (pp. 4)

- The following definition has been added to the definitions section:

**R. Vacant** means a **Building** when 70% or more of its square footage:

1. Is not rented; or
2. Is not used to conduct customary operations for which the building was originally designed. (pp. 11)

## USI Disclosures

**Direct Bill DISCLOSURE:** The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

**Reviewing Client Contracts DISCLOSURE:** As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

**Information Concerning Our Fees:** As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

# USI Privacy Notice

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## **Our Privacy Promise to You**

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the “protected information”) that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

## **What types of information will we be collecting?**

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called “cookies.”

## **What will we do with your protected information?**

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

## **Our Security Procedures**

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

## **Our Legal Use of Information**

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

## **Your Right to Review Your Records**

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

## A.M. Best JUA and Unrated Notification - PCAT

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The events of 2001 have brought many changes and challenges to the international insurance market. These changes in the market have affected the ability of all brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. In addition, insurance carriers have suffered significant losses that may jeopardize their financial stability.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines for A.M. Best Ratings of companies. Due to the current insurance market conditions, USI has increased its minimum standard for insurers to A-. A.M. Best's current rating scale is attached.

USI bases its guidelines upon ratings issued by A.M. Best company ("Best"). Best is a recognized publisher of information concerning insurer financial conditions. It rates insurers based on many factors, including financial stability. An insurance company's financial condition, can of course, affect its ability to pay claims.

You are insured with Texas Political Subdivisions JSIF is not rated by Best. We are providing you with this information so you can make an informed buying decision as to whether you wish to place your coverage with Texas Political Subdivisions JSIF.

Please sign below and return to us to acknowledge your agreement to placement with Texas Political Subdivisions JSIF.

If you would prefer to explore possible placement with another carrier, please contact our office immediately. Please be advised that another carrier may have more restrictive terms, increased premium, increased deductibles or other terms not present with your current carrier.

**AGREED TO:**

**Tornillo Independent School District**

\_\_\_\_\_  
**(Title – Must be Corporate Officer)**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## USI Disclosures

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**Direct Bill DISCLOSURE:** The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

**Information Concerning Our Fees:** As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

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

**Reviewing Client Contracts DISCLOSURE:** As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

## USI Privacy Notice

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### Our Privacy Promise to You

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the “protected information”) that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

### What types of information will we be collecting?

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called “cookies.”

### What will we do with your protected information?

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

### Our Security Procedures

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

### **Our Legal Use of Information**

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

### **Your Right to Review Your Records**

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

## Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

### A. M. BEST RATINGS

<b>A++ &amp; A+</b>	Superior	<b>D</b>	Poor
<b>A &amp; A-</b>	Excellent	<b>E</b>	Under Regulatory Supervision
<b>B++ &amp; B+</b>	Good	<b>F</b>	In Liquidation
<b>B &amp; B-</b>	Fair	<b>S</b>	Rating Suspended
<b>C++ &amp; C+</b>	Marginal	<b>NR</b>	Not Rated

### FINANCIAL SIZE CATEGORY

(In \$ Thousands)

Class I	Less than		1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	to	or greater

### RATING "NOT ASSIGNED" CLASSIFICATIONS

**NR-1** Insufficient Data

**NR-3** Rating Procedure Inapplicable

**NR-5** Not Formally Followed

**NR-2** Insufficient Size and/or Operating Experience

**NR-4** Company Request

# InsurLink Client Portal

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

InsurLink enables you to manage your program online in seamless collaboration with your USI service team 24 hours a day, 7 days a week.

## With our user-friendly, intuitive software you can:



View and reprint Certificates of Insurance.



View policies, endorsements and other key documents.



Generate and issue Certificates of Insurance quickly and accurately.



Share documents with your USI service team



Reprint and replace Auto ID cards.\*

For more information about InsurLink, contact your USI service representative.



Get our mobile app for Android or Apple and access your InsurLink client portal on the go!

\*Limitations in NY and NJ

## CertVault<sup>SM</sup> for Certificate Delivery

USI utilizes CertVault<sup>SM</sup>, a cloud-based system for storage and secure delivery of certificates of insurance to your certificate holders.

### Benefits of CertVault<sup>SM</sup>

- ✓ Supports USI's go-green initiative by eliminating printed and mailed certificates.
- ✓ Provides faster delivery than standard printing and mailing.
- ✓ Reduces your contact with Holders by providing them with self-service access to obtain issued certificates.
- ✓ Provides USI with a reliable reporting mechanism to identify Holders that have taken delivery of certificates, as well as Holders that have not retrieved their issued certificates. *(This data can be used to facilitate a review of the Holder list prior to renewal).*
- ✓ Protects your information by delivering your certificates securely with Blockchain Technology to ensure authenticity.



#### Certificate Delivery Process for Holders

When USI issues a certificate for one of your Holders, they are sent a CertVault<sup>SM</sup> registration letter via email or regular mail.

After registration is completed, the Holder representative can view only their certificate on the CertVault<sup>SM</sup> platform.



#### Client Copies of Certificates

You will continue to receive copies of certificates issued on your behalf via the method requested (email or regular mail).



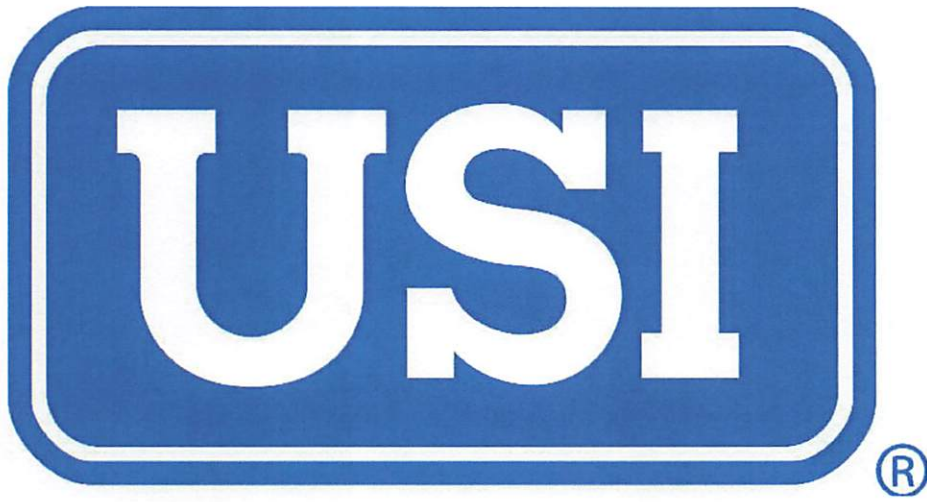
#### For More Information

If you have any questions, please contact your USI Account Management Team.

**For more information about CertVault<sup>SM</sup>, contact your USI service representative.**

"Certvault<sup>SM</sup>" is a service mark of Patra Corporation





**Tornillo ISD**  
**Schedules**



# Property and Equipment Breakdown Schedule

## Tornillo ISD

Member Name	Member Number	Building	Bldg #	Address	City	Zip Code	Const	Occ	# Story	Year Built	Roof Type	Year Roof Built	Sprinklered	Sq. Ft.	Cost/Sq. Ft.	%	Source	Building Value	Contents Value	Total Value	
Tornillo ISD	071-908	Administration	1A	19200 Cobb Ave	Tornillo	79853	MNC	2100	1	1926	SPM			19,431	\$ 194.45	20%		\$ 3,778,380	\$ 755,676	\$ 4,534,056	
Tornillo ISD	071-908	Neil Bldg	1B	19210 Cobb Ave	Tornillo	79853	MFR	2100	1	1969	SPM			14,073	\$ 185.18	18%		\$ 2,606,036	\$ 469,086	\$ 3,075,122	
Tornillo ISD	071-908	IT Offices	1C	19190 Cobb Ave	Tornillo	79853	Frame	2100	1	1970	ASH			2,280	\$ 178.41	40%		\$ 406,764	\$ 162,706	\$ 569,470	
Tornillo ISD	071-908	Tornillo High School	2A	430 D Oil Mill Rd	Tornillo	79853	MNC	6314	1	2010	SPM	2019	Yes	126,387	\$ 224.92	20%		\$ 28,427,532	\$ 5,685,506	\$ 34,113,038	
Tornillo ISD	071-908	Stadium Field House	2B	430 D Oil Mill Rd	Tornillo	79853	MNC	6422	1		SPM			10,124	\$ 201.42	15%		\$ 2,039,141	\$ 305,871	\$ 2,345,012	
Tornillo ISD	071-908	HS Portable (24 x 32)		430 D Oil Mill Rd	Tornillo	79853	Frame		1	2005				768	\$ 75.00	20%		\$ 57,600	\$ 11,520	\$ 69,120	
Tornillo ISD	071-908	FB Home Bleachers (214' x 9 rows)		19210 Cobb Ave	Tornillo	79853												\$ 160,500	\$ -	\$ 160,500	
Tornillo ISD	071-908	Stadium Press Box (6 x 34)		19210 Cobb Ave	Tornillo	79853	NC		1					204	\$ 150.00			\$ 30,600	\$ -	\$ 30,600	
Tornillo ISD	071-908	FB Visitor Bleachers (93' x 5 rows)		19210 Cobb Ave	Tornillo	79853			1	1969								\$ 38,750	\$ -	\$ 38,750	
Tornillo ISD	071-908	FB Scoreboard		19210 Cobb Ave	Tornillo	79853			1	1969								\$ 25,000	\$ -	\$ 25,000	
Tornillo ISD	071-908	FB Fencing		19210 Cobb Ave	Tornillo	79853			1	1969								\$ 12,000	\$ -	\$ 12,000	
Tornillo ISD	071-908	FB Artificial Turf Field		19210 Cobb Ave	Tornillo	79853												\$ 700,000	\$ -	\$ 700,000	
Tornillo ISD	071-908	8 Lane Synthetic Track		19210 Cobb Ave	Tornillo	79853												\$ 190,000	\$ -	\$ 190,000	
Tornillo ISD	071-908	Tennis Courts		19210 Cobb Ave	Tornillo	79853			1	1969								\$ 20,000	\$ -	\$ 20,000	
Tornillo ISD	071-908	FB Lights (4 poles, 36 lights)		19210 Cobb Ave	Tornillo	79853			1	1969								\$ 196,000	\$ -	\$ 196,000	
Tornillo ISD	071-908	Marquee		19210 Cobb Ave	Tornillo	79853			1	1969								\$ 18,000	\$ -	\$ 18,000	
Tornillo ISD	071-908	Softball Bleachers - Home (16' x 5 rows)		19210 Cobb Ave	Tornillo	79853												\$ 5,333	\$ -	\$ 5,333	
Tornillo ISD	071-908	Softball Bleachers - Visitors (19' x 5 rows)		19210 Cobb Ave	Tornillo	79853												\$ 6,333	\$ -	\$ 6,333	
Tornillo ISD	071-908	Softball Dugout & Storage - Home		19210 Cobb Ave	Tornillo	79853	JM		1					715	\$ 30.00	5%		\$ 21,450	\$ 1,073	\$ 22,523	
Tornillo ISD	071-908	Softball Dugout & Storage - Visitors		19210 Cobb Ave	Tornillo	79853	JM		1					715	\$ 30.00	5%		\$ 21,450	\$ 1,073	\$ 22,523	
Tornillo ISD	071-908	Softball Scoreboard		19210 Cobb Ave	Tornillo	79853												\$ 5,000	\$ -	\$ 5,000	
Tornillo ISD	071-908	Baseball Bleachers - Home (23' x 3 rows)		300 Oil Mill Rd	Tornillo	79853				2005								\$ 4,600	\$ -	\$ 4,600	
Tornillo ISD	071-908	Baseball Bleachers - Visitors (22' x 4 rows)		300 Oil Mill Rd	Tornillo	79853				2005								\$ 5,867	\$ -	\$ 5,867	
Tornillo ISD	071-908	Baseball Dugout - Visitors (8 x 38)		300 Oil Mill Rd	Tornillo	79853	JM		1	2005				304	\$ 30.00			\$ 9,120	\$ -	\$ 9,120	
Tornillo ISD	071-908	Baseball Dugout - Visitors (8 x 38)		300 Oil Mill Rd	Tornillo	79853	JM		1	2005				304	\$ 30.00			\$ 9,120	\$ -	\$ 9,120	
Tornillo ISD	071-908	Baseball Scoreboard		300 Oil Mill Rd	Tornillo	79853												\$ 20,000	\$ -	\$ 20,000	
Tornillo ISD	071-908	Junior High School	3A	300 Oil Mill Rd	Tornillo	79853	MNC	6310	1	1997	SPM	2019		43,240	\$ 214.83	18%		\$ 9,289,147	\$ 1,672,046	\$ 10,961,193	
Tornillo ISD	071-908	Intermediate School	3B	420 A Oil Mill Rd	Tornillo	79853	MNC	6300	1	2001	SPM	2019		28,000	\$ 209.80	16%		\$ 5,874,349	\$ 939,896	\$ 6,814,245	
Tornillo ISD	071-908	Jr High / Intermediate Gym	3C	420 B Oil Mill Rd	Tornillo	79853	MNC	6330	1	2002	SPM			14,845	\$ 211.72	15%		\$ 3,142,912	\$ 471,437	\$ 3,614,349	
Tornillo ISD	071-908	Maintenance-Transportation	3D	420 C Oil Mill Rd	Tornillo	79853	NC	7175	1	2002	STL			6,724	\$ 130.37	25%		\$ 876,638	\$ 219,160	\$ 1,095,798	
Tornillo ISD	071-908	Transportation Canopy		420 A Oil Mill Rd	Tornillo	79853	NC		1					7,176	\$ 30.00			\$ 215,280	\$ -	\$ 215,280	
Tornillo ISD	071-908	Elementary	4A	19200 Gaby St	Tornillo	79853	MNC	6300	1	1992	SPM	2019		35,285	\$ 204.30	16%		\$ 7,208,861	\$ 1,153,418	\$ 8,362,279	
Tornillo ISD	071-908	Multi Purpose / Elementary Gym	4B	19200 Cobb Ave	Tornillo	79853	MNC	6330	1	1994	STL			13,450	\$ 175.33	15%		\$ 2,358,204	\$ 353,731	\$ 2,711,935	
Tornillo ISD	071-908	Communication Towers (2)		300 Oil Mill Rd	Tornillo	79853												\$ 10,000	\$ -	\$ 10,000	
Tornillo ISD	071-908	Intermediate Portable A (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame		1	2002				768	\$ 75.00	16%		\$ 57,600	\$ 9,216	\$ 66,816	
Tornillo ISD	071-908	Intermediate Portable B (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame		1	2002				768	\$ 75.00	16%		\$ 57,600	\$ 9,216	\$ 66,816	
Tornillo ISD	071-908	Intermediate Portable C (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame		1	2002				768	\$ 75.00	16%		\$ 57,600	\$ 9,216	\$ 66,816	
Tornillo ISD	071-908	Intermediate Portable D (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame		1	2002				768	\$ 75.00	16%		\$ 57,600	\$ 9,216	\$ 66,816	
Tornillo ISD	071-908	Intermediate Portable E (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame		1	2002				768	\$ 75.00	16%		\$ 57,600	\$ 9,216	\$ 66,816	
Tornillo ISD	071-908	Intermediate Portable F (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame		1	2002				768	\$ 75.00	16%		\$ 57,600	\$ 9,216	\$ 66,816	
																		<b>Totals</b>	<b>\$ 68,135,567</b>	<b>\$ 12,257,495</b>	<b>\$ 80,393,062</b>

The values on this schedule are estimates only and do not represent actual replacement costs.

Roof Types and Occupancy Codes are based off the predominant type/code for each building.

Signature \_\_\_\_\_ Date \_\_\_\_\_



# Property and Equipment Breakdown Schedule

Roof Type

BUG	Built-Up Tar & Gravel
BUS	Built-Up Smooth or Modified Bitumen
SPM	Single-Ply Membrane
STL	Steel
SLT	Slate
COP	Copper
CYT	Tile, Clay
CCT	Tile, Concrete
ASH	Shingles, Asphalt
FSH	Shingles, Fiberglass
WDS	Shakes, Wood
FTP	Fiberglass / Translucent Panels
MSP	Metal Sandwich Panels
MFB	Mineral Fiber
STP	Steel, Porcelain Coated
TIN	Tin (Terne)
ALM	Aluminum
NON	None



Tornillo ISD

Member Name	Member Number	Vehicle Number	Year	Make	Model	Vin Number	Class	Cost New	Comp Deductible	Collision Deductible	District Unit Number
Tornillo ISD	071-908	1	2005	Blue Bird	Bus	1FDXE45P45HA94076	618200	\$ 46,840	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	2	2005	Blue Bird	Bus	1FDXE45P65HA94077	618300	\$ 46,840	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	3	2005	Blue Bird	Bus	1FDXE45P85HA94078	618300	\$ 59,460	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	4	2006	Blue Bird	Bus	1BAKBCKAX6F237914	618300	\$ 81,750	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	5	2010	Blue Bird	Bus	1BAKGCPA7AF268654	618300	\$ 84,000	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	6	2015	Blue Bird	Bus	1BAKGCA6FF305174	618300	\$ 99,400	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	7	2015	Blue Bird	Bus	1BAKGCA8FF305175	618300	\$ 99,400	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	8	2016	Blue Bird	Bus	1BAKBCEPA8GF324172	618300	\$ 99,795	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	9	2021	Thomas	Bus	4UZABRFBXMCMK7407	618300	\$ 99,521	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	10	2021	Thomas	Bus	4UZABRFB1MCMK7408	618300	\$ 99,521	\$ 1,000	\$ 1,000	Transportation 242
Tornillo ISD	071-908	11	2021	Thomas	Bus	1T7Y84G20M1176401	618300	\$ 186,095	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	12	2021	Blue Bird	Bus	1BABNB6A7MF373460	618300	\$ 182,000	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	13	2002	Chevrolet	PU	1GCG24R0YR199441	014990	\$ 10,000	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-908	14	2003	Nissan	PU	1N6DD26T73C454636	014990	\$ 13,638	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-908	15	2003	Nissan	PU	1N6DD26T93C454234	014990	\$ 13,638	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-908	16	2006	Ford	PU	1FTNE24W96HB02974	014990	\$ 17,041	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-908	17	2008	Ford	PU	1FTNF20508ED57589	014990	\$ 18,694	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-908	18	2008	Ford	PU	1FTNS24W88DA95454	014990	\$ 17,697	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-909	19	2022	Chevrolet	PU	1GCHSBEA6N1153400	014990	\$ 21,190	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-908	20	2003	Dodge	PU	3D7KU28603G736508	014990	\$ 10,000	\$ 1,000	\$ 1,000	Security
Tornillo ISD	071-909	21	2022	Chevrolet	PU	1GCHSBEA3N1153399	014990	\$ 21,190	\$ 1,000	\$ 1,000	Security
Tornillo ISD	071-909	22	2022	Chevrolet	PU	1GCHSBEA1N1153403	014990	\$ 21,190	\$ 1,000	\$ 1,000	Security
Tornillo ISD	071-908	23	2002	Nissan	PU	1N6DD26S22C355180	014990	\$ 14,798	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	24	2019	Nissan	PU	1N6BDOCT2KN712872	014990	\$ 24,736	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	25	2019	Nissan	PU	1N6BDOCT4KN705034	014990	\$ 24,736	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	26	2007	Chevrolet	SED	2G1WS55R479373608	739800	\$ 10,000	\$ 1,000	\$ 1,000	Security
Tornillo ISD	071-908	27	2014	Ford	SED	1FADP3E29EL401048	739800	\$ 15,648	\$ 1,000	\$ 1,000	Security
Tornillo ISD	071-908	28	2004	Nissan	SUV	5NLBV28U24N3L0569	739800	\$ 24,722	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-908	29	2015	Ford	VAN	NMOL56E73F1214092	014990	\$ 21,417	\$ 1,000	\$ 1,000	Food Service



# Vehicle Schedule

Member Name	Member Number	Vehicle Number	Year	Make	Model	Vin Number	Class	Cost New	Comp Deductible	Collision Deductible	District Unit Number
Tornillo ISD	071-908	30	2020	Chevy	VAN	1GAZGNFPXL1268050	014990	\$ 28,935	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	31	2020	Chevy	VAN	1GAZGNFP9L1267620	014990	\$ 28,935	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	32	2012	Honda	VAN	5FNRL5H20BB065064 TX	014990	\$ 26,021	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	33	2024	Chevrolet	VAN	1GAZGNF77R1277541	014990	\$ 40,700	\$ 1,000	\$ 1,000	Transportation

Signature \_\_\_\_\_ Date \_\_\_\_\_



# MEMORANDUM

To: Members of the Board of Trustees  
From: Luis M Guerra, Director of Finance  
Subject: Budget Amendment - Administration  
Date: August 27, 2025

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## Budget Amendment Request

1. Requesting a budget amendment to allocate to cover intergovernmental cost between function 41- General Administration to Function 99 – Intergovernmental Charges

Increase:

199-99-6213-00-703-99-0-00                      \$377

Decrease

199-41-6211-00-750-99-0-00                      \$377

Board President: \_\_\_\_\_ Date: \_\_\_\_\_

Board Secretary: \_\_\_\_\_ Date: \_\_\_\_\_





## MEMORANDUM

To: Members of the Board of Trustees  
From: Luis M Guerra, Director of Finance  
Subject: Depository Contract  
Date: August 27, 2025

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### History:

Tornillo ISD is extending the depository contract due to reaching its term limit on August 31, 2025. The Texas Education code under TEC §45.205(b) states that a school district and the district's depository bank may agree to extend a depository contract for three additional two-year terms. The contract may be modified for each two-year extension if both parties mutually agree to the terms. An extension under this subsection is not subject to the requirements of Section 45.206.(c) The contract term and any extension must coincide with the school district's fiscal year. Tornillo ISD will exercise the exemption and remain under the same terms and conditions utilizing the District of Innovation exemption. The designation provides the district will be exempt from certain sections of the TEC that inhibit the goals of the district as outlined in the locally adopted Innovation Plan.

### Rationale:

Exemption of TEC §45.205 and TEC §45.206 to allow the District's banking contract to be extended beyond the allowable contract term. In a small district and a small town, the District's choices for its depository bank are limited. Historically, no other financial institutions have ever successfully bid for the District's business as the District's depository. This exemption is to allow the District's existing bank contract to be extended beyond the total 6-year allowable contract term if the district determines contract pricing remains competitive, and there is no operational or financial reason to send the district's banking services out for bid. This exemption lessens the administrative burden related to preparing and reviewing a Request for Proposal (RFP) when there is a limited number of banking institutions available to bid on the District's business. This will further mitigate any impact to employees that would have to change direct deposit instructions each time a new depository occurs and allows the district flexibility with respect to banking relationships. The time saved by the superintendent and the board of trustees by not having to deal with this ministerial duty every two years will allow the superintendent and the board more time for studying and planning for student progress, instructional strategies, and innovative options for the district educational goals.

### Budget Impact

N/a

### Administrative Recommendation:

Administration recommends to approve the bank depository extension with Westar Bank as presented.

**Board Resolution Extending Depository Contract for Funds  
Of Independent School Districts Under Texas Education Code,  
Chapter 45, Subchapter G, School District Depositories**

Resolved by the Tornillo Independent School District that:

*Board of Trustees*

WestStar Bank located at El Paso  
*(Name of Depository Bank) (Name of County)*

County, State of Texas, being a bank as defined in section 45.201 of the Texas Education Code, and Tornillo Independent School District (CDN: 071908) agree to extend this depository *(Name of District)*

contract pursuant to Texas Education Code Section 45.205, for an additional two-year term from September 1, 2025, through August 31, 2027. Under Texas Education Code Section 45.205(b), a school district and the district's depository bank may agree to extend a depository contract for three additional two-year terms. The extension constitutes the parties' DOI third two-year term.

*(first, second, third)*

Furthermore, under Texas Education Code Section 45.205(c), the contract term and any extension must coincide with the school district's fiscal year.

AGREED AND ACCEPTED on behalf of Tornillo Independent School District

*Name of District*

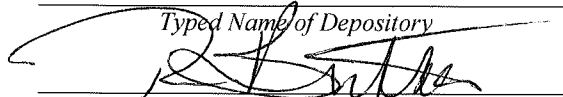
this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*Signature of President of School Board*

AGREED AND ACCEPTED on behalf of Depository this the 5th day of August, 2025.

WestStar Bank

*Typed Name of Depository*



*Signature of Authorized Bank Officer*

Operations Administrative Manager, VP

*Title of Authorized Bank Officer*

**Acknowledgement**

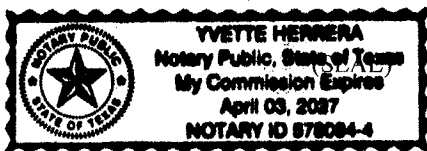
Acknowledged before me in El Paso County, Texas, on August 5, 2025, by

Rosa Butcher, bank officer of the Depository named in the preceding document, for the Depository.



*Signature of Notary*

Notary Public in and for El Paso  
County, Texas





***Human Resources Department***

19200 Cobb Street  
Tornillo, TX 79853  
Phone 915.765.3050  
Fax 915.765.3099

# MEMORANDUM

To:  
From:  
Subject:  
Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



# Plan Sponsor: Tornillo ISD

## Workers' Compensation | Renewal Addendum

**2025-2026 Contract Term - Year 2 of 3**  
Renewal Based on Estimated Payroll of \$7,561,895

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

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

### Guaranteed Cost

**\$52,834**

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

#### Allocated Claims Expenses

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

#### Cost Containment

- Ancillary Services | 9% of Savings
- Field Case Management | \$90/hour + Mileage
- In-house Attorney Representation at Hearings \$175.00/hour
- Investigation Services
  - \$35 for Initial Database Research
  - \$84/hour for Surveillance
- Medical Bill Negotiations | 25% of savings
- Medical Necessity Review
  - \$125 Coordination Fee + Cost
- Pharmacy Network | 9% of Savings
- Pre-Authorization | \$150 Flat Rate per Request
- Rehabilitation/Vocational Case Management
  - \$90/hour + Mileage
- Section 111 Reporting
  - \$10.00/submission (Query is at No Charge)
- Specialty Bill Review | 25% of Savings
- Subrogation | No charge if handled in-house, or at cost in the event of a complex case that would be better represented by an attorney.
- Telephonic Case Management | \$90/hour

#### Claims Administration Services

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

#### Excess Insurance

#### Online Risk Management System

#### Record Keeping

#### Safety & Loss Control



# Plan Sponsor: Tornillo ISD

## Workers' Compensation | Renewal Addendum

**2025-2026 Contract Term - Year 2 of 3**  
Renewal Based on Estimated Payroll of \$7,561,895

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

If you are interested in securing your current rate through a new multi-year contract, or you prefer to continue the existing contract term, **please select ONE of the options below, complete the payment processing section, and return your signed renewal to CAS by June 30, 2025.**

### Renewal Options | Please Select One

<b>Option 1   Begin New 3 Year Plan - Year 1</b>	<b>Guaranteed Cost   \$52,834</b>	INITIAL AC
By intialing Option 1 above, the Plan Sponsor agrees to extend the term of this agreement for an additional three (3) years, which must be completed before an exit option is available. The Plan Sponsor further acknowledges that this agreement guarantees only the Guaranteed Cost Rate and does not guarantee the Guaranteed Cost Amounts. <b>Please ensure you are not under any obligation to other carriers prior to extending a multi-year option.</b>		

<b>Option 2   Continue Current 3 Year Plan - 3 Year 2</b>	<b>Guaranteed Cost   \$52,834</b>	
By intialing option 2 above, the Plan Sponsor agrees this agreement continues for Two (2) more year(s), which must be completed before an exit option is available. The Plan Sponsor further acknowledges that this agreement guarantees only the Guaranteed Cost Rate and does not guarantee the Guaranteed Cost Amounts. <b>Guaranteed Cost Rate subject to change at end of contract term.</b>		

### Payment Processing | Please Select One

Draft Our W/C Fund Bank Account For:

<b>Total Guaranteed Cost</b>	INITIAL AC
<b>Quarterly Payments</b>	

Plan Sponsor authorizes payment by draft on the due date for any and all billings. Plan Supervisor will provide copy of Draft Invoice prior to due date. Total Payment due on 9/1, or Quarterly Payments due on 9/1 (40%), 12/1 (20%), 3/1 (20%) and 6/1 (20%).

Invoice Tornillo ISD For:

<b>Total Guaranteed Cost</b>	INITIAL AC
<b>Quarterly Payments</b>	

Initial Invoice will be issued prior to 8/1/25, payable on 9/1/25. Quarterly invoices will be emailed to Plan Sponsor prior to and payable on 9/1 (40%), 12/1 (20%), 3/1 (20%) and 6/1 (20%).

### Certification of Authority to Execute

I represent that I am expressly and duly authorized by Tornillo ISD to execute this agreement and legally bind my employer as set forth in this agreement. I acknowledge that Tornillo ISD wishes to continue the agreement as previously approved by the Board of Trustees, the governing body of Tornillo ISD. As the designated employee of Tornillo ISD, I am exercising the authority conveyed by the Board of Trustees to extend the term of this agreement for an additional three years \_\_\_\_, or continuing current plan \_\_\_\_ which must be completed before an exit option is available. I further acknowledge that this agreement guarantees only the Guaranteed Cost Rate and does not guarantee the Guaranteed Cost Amount. It is understood that the Guaranteed Cost Amount is subject to change each year of the agreement based on the actual payrolls of Tornillo ISD. **Effective start date of this plan addendum is September 1, 2025.**

Signature   Designated Employee	Title	Date



***Human Resources Department***

19200 Cobb Street  
Tornillo, TX 79853  
Phone 915.765.3026  
Fax 915.765.3099

# MEMORANDUM

To:  
From:  
Subject:  
Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



July 25, 2025

Luis Guerra

Tornillo ISD

Dear Luis Guerra,

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

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

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

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

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

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



**TASB Risk Management Fund**  
P.O. Box 301, Austin, Texas 78767-0301 • 800-482-7276  
12007 Research Blvd., Austin, Texas 78759-2439 • [tasbrmf.org](http://tasbrmf.org)

*Administered by the Texas Association of School Boards*

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

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

CC:

# Fund Members' Conference

**APRIL 26-28, 2026**

Kalahari Resorts and Conventions  
Round Rock, Texas

Don't miss the Fund's premier event for learning, networking, and everything risk management. Registration coming soon!

- Timely and Relevant Topics
- Networking Opportunities
- One Complimentary Hotel Stay at the Kalahari Resort per eligible Fund member, based on availability.



Nominations Open for the Fund

## Excellence Awards

Help recognize innovative risk strategies-nominate a Fund member today! The Fund will celebrate award recipients with:

- \$5,000 toward their risk management programs
- Recognition at the 2026 Fund Members' Conference

Scan to Learn More





**Tornillo ISD**

**Contribution & Coverage Summary (CCS)**  
**Participation Period: 10/1/2025 through 9/30/2026**

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

This document is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Limit	Deductible	Contribution
Unemployment Compensation	Statutory	No Deductible	\$12,437
<b>Total Contribution</b>			<b>\$12,437</b>

**THIS IS NOT AN INVOICE.** The TASB Risk Management Fund will issue an invoice when coverage is accepted by the member. Total Contribution is an estimate and is subject to exposure audit.

**All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other options and updated pricing.**

## Tornillo ISD

### Unemployment Compensation Participation Period: 10/1/2025 through 9/30/2026 Total Contribution: \$12,437

The following is a description of Unemployment Compensation (UC) coverage.

Unemployment Compensation Coverage	Contribution
UC – Pool	<b>\$12,437</b>

### Unemployment Compensation Provisions

**Agreement:** This Agreement provides coverage for statutory unemployment compensation benefits and assistance with general unemployment compensation matters such as administrative hearings and filings with the Texas Workforce Commission (TWC). Coverage does not extend to litigation involving unemployment claims or other employment related matters.

As part of this Agreement, the Fund assumes responsibility for the Fund Member’s quarterly claim payments payable to TWC during the Participation Period. All benefit credits and reimbursements, including but not limited to federal CARES Act credits, received during or attributable to any period of the Fund Member’s participation in the Fund’s UC program for which the Fund paid benefits, are owed to the Fund. The Fund Member must be a reimbursing employer pursuant to the Texas Unemployment Compensation Act (TUCA) and must execute a Power of Attorney permitting the Fund to represent the Fund Member in its relations with TWC.

The Fund Member agrees to comply with the provisions of the TUCA, to respond timely to TWC requests and reporting requirements, and to comply with TWC rules and procedures. The Fund Member also agrees to implement loss prevention and cost containment recommendations from the Fund related to unemployment compensation benefits. The Fund Member agrees to submit wage reports through electronic reporting to the Fund or TWC according to Fund and TWC requirements. Any fines or penalties imposed for the Fund Member’s failure to comply with the TUCA will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, the Fund Member agrees to reimburse the Fund for all such costs. Upon termination of this coverage, the Fund Member agrees to assume responsibility for claim payments and reports due to the TWC.

**Contribution:** The contribution shown on this Contribution and Coverage Summary (CCS) is developed by the Fund and is based on the Fund’s overall expected unemployment compensation claims costs for the Participation Period and each individual Fund Member’s claims experience. The contribution is not adjustable during the coverage period due to changes in the Fund Member’s wages. However, the contribution may be adjusted by the Fund if payments due to TWC for the Fund Member’s unemployment compensation benefit payments for this Participation Period exceed 300% of the Fund Member’s annual UC contribution. The additional contribution adjustment will be based solely on the Fund Member’s own claims.

**Assistance:** The Fund’s services include assistance to the Fund Member with TWC hearings. Fund Member’s request for assistance constitutes authorization for the Fund to appoint an attorney to provide representation to the Fund Member before the TWC and for such attorney and other Fund representatives to have privileged communications with the Fund Member regarding claims subject to TWC administrative proceedings. The Fund’s assistance of the Fund Member under this provision does not extend to litigation involving unemployment claims or other employment-related matters.



## Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator's name and email address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates in this document.

### Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF- Unemployment Compensation	Luis Guerra	Director of Finance	guerral@tisd.us

### Program Coordinator Updates

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org) to provide Program Coordinator updates.



## Contribution & Coverage Summary General Provisions

**Coverage:** This CCS, the Fund’s corresponding coverage agreements and their endorsements, the Fund Member’s questionnaire, the Interlocal Participation Agreement (IPA), and the documents incorporated by reference into any of those documents, all for this Participation Period, outline the coverage terms and limits.

**Claims Reporting:** The Fund Member will provide timely notice of all claims to the Fund as required in the IPA, the applicable Fund coverage agreement, and this CCS. The lack of timely notice may result in a loss of coverage.

**Definitions:** Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

**Payment:** The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund will determine the contribution for each program and how each contribution is applied.

**Termination:** In addition to any CCS-specific provisions, the IPA outlines the termination-related provisions that govern this CCS. These provisions include the following: this CCS may be terminated by either party, with termination effective at the end of the Participation Period, by giving written notice to the other party no later than 30 days before the end of the Participation Period. If the Fund Member ceases to be an Active or Associate member of the Texas Association of School Boards, Inc., this CCS will terminate at the end of the Participation Period, and the Fund will not offer a renewal CCS. If neither party terminates this CCS, any renewal CCS offered by the Fund becomes effective based on the terms of the renewal CCS and will bind the Fund Member.

### Fund Member Authorization:

I have read, approved, and agreed to this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and understand that my signature below contractually binds the entity I represent to this CCS and any other coverage-related or Fund participation agreements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



***Human Resources Department***

19200 Cobb Street  
Tornillo, TX 79853  
Phone 915.765.3050  
Fax 915.765.3099

# MEMORANDUM

To:  
From:  
Subject:  
Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

STUDENT CONDUCT  
PERSONAL COMMUNICATION DEVICES/ELECTRONIC DEVICES

ADMIN.REG.

To ensure a focused and distraction-free learning environment, the following administrative regulations for personal electronic devices will be enforced:

Devices not permitted for use during the instructional day, to include lunch time and transitions:

- Cell phones
- Smart watches
- Headphones or earbuds
- Tablets, laptops, or other personal electronic devices that are not assigned/supported by TISD.

Devices must remain SILENT and out of sight from the start of the first period to the end of the last instructional period. Additionally, devices should not be carried in the student's clothing.

Consequences of Violating the Policy:

- 1st Offense
  - ~~○ Device will be confiscated by staff. (Notify parent/guardian)~~
  - ~~○ Students can pick up the device.~~
  - ~~○ A \$10 fine must be paid at the office to retrieve the device.~~
  - The device shall be confiscated and stored in the main office for the remainder of the school day; the student's parent or guardian will be notified.
  - The school shall issue a written warning to both the student and the parent or guardian about further consequences for failing to comply with this policy.
  - Only the student's parent or guardian is permitted to pick up confiscated devices.
- 2nd Offense
  - The device shall be confiscated and stored in the main office for the remainder of the school day; the student's parent or guardian will be notified.
  - Only the parent or guardian is permitted to pick up confiscated devices.
  - The student will be assigned one day of in-school suspension (ISS).
  - ~~○ Same as first offense: confiscation, a parent/guardian MUST pick up, and pay \$15 fine.~~
- 3rd Offense (and higher)
  - ~~○ Confiscation. Parent/guardian MUST pick up and pay \$20 fine.~~
  - ~~○ In-School Suspension/Out of School Suspension (ISS/OSS) can be assigned by administrator.~~
  - The device shall be confiscated and stored in the main office until the conditions for retrieval after a third offense (or higher) are met; the student's parent or guardian will be notified of the requirement for an in-person meeting.
  - The parent or guardian will be permitted to retrieve confiscated devices only after an in-person meeting with the principal or designee, student, and parent or guardian in attendance.
  - The student will be assigned 2-3 days of in-school suspension (ISS).

- The school may impose additional consequences as outlined in the Student Code of Conduct for continued refusal to follow the rules.

**Additional Notes:**

- If a personal communication device is not retrieved by a parent or guardian within two weeks of the school sending notice, the school shall send a second notice that specifies that the school will dispose of the device if not retrieved within 90 days of the second notice. The school may dispose of the device if not retrieved within 90 days of sending a second notice to the student's parent or guardian.
- ~~Refusal to surrender a device when requested may result in immediate disciplinary action. (PEIMS CODE 21 Being insubordinate ISS or OSS)~~
- ~~Repeated violations beyond the third offense will be subject to further administrative review and action with a continuation of a \$20.00 fee. (PEIMS CODE 21 Being Insubordinate resulting in Discretionary DAEP/HOPE)~~
- ~~All fines must be paid in cash only to the front office.~~
- ~~The device will be held for up to 30 calendar days from the day it is confiscated. The device will be discarded in case a parent/guardian does not pick it up within the 30-calendar day timeframe.~~
- ~~The district/campus is not responsible for any damage to the device.~~

- Exceptions: the student will be allowed to use a personal communication device if it is necessary to implement the student's individualized education program, 504 plan or a similar plan, if the device is required due to a qualified physician order or if it complies with a health or safety requirement.



***Human Resources Department***

19200 Cobb Street  
Tornillo, TX 79853  
Phone 915.765.3050  
Fax 915.765.3099

# MEMORANDUM

To:  
From:  
Subject:  
Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

# Tornillo Independent School District

## District Improvement Plan

### 2025-2026



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# Mission Statement

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

## Vision

Believe we can succeed; with pride we will achieve!

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# Comprehensive Needs Assessment

## Demographics

### Demographics Summary

Tornillo, Texas is located on State Highway 20 and the Southern Pacific Railroad thirty-five miles south of El Paso in southeastern El Paso County. The Rio Grande boundary with Mexico runs two miles to the south, and Interstate Highway 10 is two miles to the north. The Tornillo school system was established in 1924 and has been an independent district since 1960. The Tornillo Independent School district resides in a rural area that primarily serves Hispanic families of low socioeconomic status. Its proximity to the US/Mexico international border, makes it a culture-rich district.

Tornillo Independent School District is a dedicated educational institution committed to fostering a nurturing and inclusive environment for all students. We pride ourselves on our strong community ties and our ability to provide a comprehensive education that prepares students for future success. Our district is characterized by a collaborative spirit among educators, students, and parents, ensuring that each child receives the support and resources they need to thrive academically and personally. We are continually striving to innovate and improve our educational practices to meet the diverse needs of our student population.

Administration, faculty, and staff are committed to excellence in all programs to improve student outcomes and enhance the school experience for all students. The school district is comprised of 3 schools: Tornillo High School (grades 9th-12th), Tornillo Junior High School (grades 6th-8th), Tornillo Intermediate School (Grades PreK-5th).

Enrollment by Campus (*as of 2024 Fall Snapshot*):

Tornillo High School - 241

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Tornillo Jr. High School - 149

Tornillo Intermediate School - 336

### Student Demographics (*as of 2024 Fall Snapshot*)

The information below provides additional insight into the makeup of students within the district. Departments and the programs that they oversee utilize their respective resources in order to address the needs of these populations.

STUDENT RACE / ETHNICITY	Count	% Enroll
Hispanic / Latino	725	99.86%
American Indian / Alaskan Native	0	0.00%
Asian	0	0.00%
Black / African American	0	0.00%
Native Hawaiian / Pacific Islander	0	0.00%
White	1	0.14%

STUDENT RACE / ETHNICITY	Count	% Enroll
Two or More	0	0.00%
<i>(Information below is based on 2024-2025 Fall PEIMS Snapshot)</i>		
Total	889	100.00%

STUDENTS BY PROGRAM		Count	% Enroll
	Emergent Bilingual	482	66.39%
	Immigrant	6	.83%
	Economic Disadvantage	670	92.29%
	Military Connected	0	.00%
	Foster Care	0	0%
	Title I	726	100%
	Dyslexia	20	2.75%
	Homeless	29	3.99%
	At - Risk	571	78.65%
	Special Education	105	14.46%

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**Employee Demographics (As of 10/29/2023)**

Tornillo ISD has a total of 160 employees of which 112 are females and 48 are males. Of Tornillo ISD's 160 employees, 57 are teachers. The information below provides additional insight into the makeup of all employees within the district.

EMPLOYEE RACE / ETHNICITY	Count	%
Hispanic / Latino	160	100.00%
American Indian / Alaskan Native	0	0.00%
Asian	0	0.00%
Black / African American	0	0.00%
Native Hawaiian / Pacific Islander	0	0.00%
White	0	0.00%
Two - or - More	0	0.00%
Total	160	100.00%

TEACHER STATISTICS	Count	%
5 or less years of teaching experience	25.5	38.50%
6 or more years of teaching experience	31.5	61.50%
Possess a Master's Degree	10.4	18.4%
Possess a Doctoral Degree	1	1.8%

### Demographics Strengths

- Small learning community that allows for close relationships between students, teachers, administrators, and board members.
- High staff and student morale
- Our teacher population and student population are similar in terms of ethnicity (Hispanic majority)
- Leveled funding for tutoring services for all students in need of academic support at all campuses
- High quality professional development for teachers in order to serve special populations
- Progressive technology programs to address students with different learning styles, traditional and online learning environments.
- Most teachers have been teaching for more than 10 years
- Tornillo staff is collaborative in their teaching approach
- Innovative K-5 and Secondary Scheduling

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### Problem Statements Identifying Demographics Needs

**Problem Statement 1 (Prioritized):** Average attendance across all grade levels is below 98% .

**Root Cause:** Parent and student awareness and accountability lacks in regards to short and long term effects on student outcomes. Failure to follow attendance procedures at each of the campuses are affecting academic systems and student attendance.

**Problem Statement 2 (Prioritized):** Minimal completion of the criteria needed to exit the bilingual ESL program.

**Root Cause:** Professional development, planning of ELP's and sheltered instruction lesson development, delivery, and progress monitoring to address language acquisition for ELL identified students has been identified as a high priority.

**Problem Statement 3 (Prioritized):** TISD is serving 02.75% in the Dyslexia Program which is below the estimated 10% population in the nation having dyslexia.

**Root Cause:** Lack of response to intervention is contributing to overall low percent of students being served at TISD.

**Problem Statement 4:** In TELPAS, the percentage of EB students at the Advanced High level is lower than 15% in all grade levels, except 7th

**Root Cause:** Students lack of practice in the second language to demonstrate English Proficiency in the TELPAS test

# Student Learning

## Student Learning Summary

For 2025-2026, Tornillo ISD received a B letter grade in the state accountability rating with an overall 84%. In the Student Achievement Domain: Achievement is at a 74 score, school progress is at a 82 score and closing the gaps is at a 81 score. Senior completion rate is 92.7%, while our College, Career, and Military Readiness is 86% .

Tornillo District - B Rating

Tornillo High School - B Rating

Tornillo Jr. High School - B Rating



This measures how much students are learning in each grade and whether or not they are ready for the next grade. It also shows how well a school or district prepares their students for success after high school in college, the workforce, or the military.

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Tornillo Intermediate School - C Rating

## Student Learning Strengths

- College, Career and Military readiness is a high focus with steady gains in student enrollment and certification attainment each year
- Students meeting CCMR accountability criteria above regional data.
- Successful Acceleration for all grade levels through flexible scheduling
- 1:1 Technology Initiative: 100% of student body has a Technology Device
- PK-5th Dual Language One-Way Implementation
- K-2nd Grade Bilingual Students reading on level in native language and performing at the same level in second language
- Partnership with TEA for Blended Learning Grant
- Grant award for Strong Foundation implementation
- Grant award for Advanced Placement and Computer Science Principles
- Advisory period - SEL lessons are going well, and teachers/staff are making connections with students while building SEL skills/strengths.
- Students are responding well to the expectations set by the campus regarding dress code, behavior, attendance, and technology use.

- The mix of new and experienced faculty is adding to and strengthening the positive culture.

### **Problem Statements Identifying Student Learning Needs**

**Problem Statement 1 (Prioritized):** EOC English I is below the state 15 percentage points, EOC English II is below the state 12 points, in the area of meets

**Root Cause:** Lack of rigor during Tier 1 instruction

**Problem Statement 2 (Prioritized):** 8 grade STAAR Math score a 7% at meets level

**Root Cause:** Foundational learning gaps are hindering conceptual understanding of the high rigor curriculum.

**Problem Statement 3 (Prioritized):** 5th grade STAAR Science dropped from 14% to 10%, 7th grade STAAR Science dropped from 33% to 23% at the meets level from 2024 to 2025

**Root Cause:** Instructional rounds have yield a lack of K-12 grade professional development, effective lesson planning, effective delivery of Tier 1 instruction is creating science gaps affecting overall performance on on-level standards and state testing.

**Problem Statement 4 (Prioritized):** 8th grade STAAR Social Studies at the meets level is 23%

**Root Cause:** Instructional rounds have yield a lack of K-12 grade professional development, effective lesson planning, effective delivery of Tier 1 instruction is creating Social Studies gaps affecting overall performance on on-level standards and state testing.

**Problem Statement 5:** 3rd grade STAAR Spanish is 40 point lower than 3rd grade STAAR English at the Meets level

**Root Cause:** Lack of rigor during tier 1 instruction in Bilingual classrooms

# District Processes & Programs

## District Processes & Programs Summary

### Curriculum and Instruction

At the education district level, curriculum and instruction are meticulously designed to ensure that all students receive a comprehensive and cohesive educational experience. This involves aligning the curriculum with state standards and educational goals, ensuring that it is both challenging and accessible to all learners. Instructional strategies are continuously evaluated and refined to incorporate best practices and innovative teaching methods that cater to diverse learning styles and needs. By focusing on these areas, the district aims to provide a high-quality education that prepares students for future academic and career success.

The Curriculum and Instruction design at TISD follows two research based frames: The Effective Schools Framework(Strong School Leadership and Planning, Effective, Well-supported teachers, positive school culture, high -quality curriculum, Effective Instruction) and the RTI Model (Tier 1-All Students: Core Curriculum based on scientifically validated research, screening, and benchmark testing at least three times a year to determine instructional needs, and ongoing professional development. Tier 2-Limited & targeted support system for students who struggle to meet grade level performance standards: Evidence based, small-group instruction, and clearly articulated intervention implemented w/fidelity. Tier 3-Intense intervention and remediation: remediation of existing problems and prevention of more severe problems or the development of secondary concerns as a result of persistent problems).

### Bilingual/ESL

Bilingual instruction is a critical component of our educational approach, as it provides students with the opportunity to develop proficiency in two languages. This not only enhances their cognitive abilities but also prepares them for a globalized world where multilingual communication is increasingly valuable. By integrating bilingual education into our curriculum, we aim to foster cultural awareness and inclusivity, equipping our students with the skills necessary to thrive in diverse environments. 273

TISD adopted the bilingual model of Dual Language/One Way/50-50 from PK-5th Grade. The model includes delivering instruction in the students' native language in with the purpose of building a strong foundation in literacy and academic skills that will transfer into gradually in to English until it reaches a level of instruction with equal amounts of times for each language. TISD implements an ESL model in grades 6th-12th grade. The ESL model continues to build the strength by providing Sheltered Instruction strategies in all content areas. Constant and meaningful opportunities to practice all four domains of the second language are offered. Also, targeted support is provided to EBs at various stages of language development.

### Gifted and Talented

Our school is committed to nurturing the unique abilities of our gifted and talented students. We provide a range of challenging and enriching programs designed to stimulate their intellectual curiosity and foster their creative potential. By offering differentiated instruction and opportunities for advanced learning, we aim to ensure that these students are engaged and motivated, allowing them to reach their full potential. Our dedicated staff works closely with each student to tailor educational experiences that align with their individual strengths and interests, ensuring a supportive and inspiring learning environment.

The Tornillo ISD's goal for K-12 G/T students is to ensure that services are comprehensive, structured, sequenced, and appropriately challenging, including options in the four foundation curricular areas, arts, leadership, and creativity as outlined in TEC 29.121 and the Texas State Plan for the Education of Gifted/Talented Students.

### Title I, Part A

Tornillo ISD campuses operates under a schoolwide program model. Under the schoolwide program model, students will be provided programs and/or services that: provide opportunities for all students to meet challenging state academics standards; use methods and instructional strategies that strengthen the academic program in the school, increase the amount and quality of learning time, and help provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-

rounded education; and address the needs of all students, but particularly those at risk of not meeting challenging state academic standards. Title I funds provide supplemental support to the following programs: Parent and Family Engagement, Foster Care Education Program, Homeless Education Program, and Private and Non-Profit Schools. Outreach to all parents and families is conducted to connect families and community members to student learning and create a welcoming and inviting culture at all campuses.

### **Title I, Part C**

The Migrant Education Program (MEP) assists identified migrant students overcome the challenges of mobility, cultural and language barriers, social isolation, and other difficulties associated with a migratory lifestyle. It supports high-quality and comprehensive educational programs for migratory children to help reduce the educational disruptions and other problems that result from repeated moves. TISD works in collaboration with Region 19 to effectively run the program and provide all necessary services.

### **Special Education**

The purpose of the Special Education Department is to provide supports to students with disabilities to maximize the potential of each and every student in the least restrictive environment appropriate. Each student's IEPs, accommodations, and modifications are calculated for success. The ultimate goal of the program for students is to excel academically, socially, and behaviorally. Success will mean different things for different students. For some it will mean post-secondary education, and for others it will be learning a vocation. For some students, it will be maintaining their quality of life. The department of Special Education oversees the implementation of a dyslexia program to identify and serve students that display characteristics related to the condition. Students who are diagnosed with dyslexia and become eligible for the program must have a reading intervention program that is systematic, explicit, cumulative, teacher-directed, and multi-sensory.

Tornillo ISD is committed to providing a comprehensive and inclusive special education program that meets the diverse needs of all students. We strive to create an environment where every student feels valued and supported, ensuring that they have access to the resources and individualized instruction necessary to succeed. Our dedicated team of special education professionals works collaboratively with general education teachers, parents, and specialists to develop and implement personalized learning plans that address each student's unique strengths and challenges. By fostering a culture of understanding and acceptance, we aim to empower our students with the skills and confidence they need to thrive both academically and socially.

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### **Guidance and Counseling**

The goal of the TISD counseling program is to provide the framework to foster the growth of all students in their educational, career, personal, emotional, and social development. The conceptual framework is developed through the four school counseling program service delivery components of Guidance Curriculum, Individual Planning, Responsive Service, and System Support.

### **Career and Technical Education**

CTE career clusters offer coherent sequences established in the programs of study. The POS provide students with comprehensible and rigorous content in a career path of their choosing. CTE content is aligned with challenging academic standards and applicable technical knowledge and skills needed to prepare for post-secondary education and/or careers in high demand and/or high wage professions. Through CTE students are afforded the opportunity to attain industry-based certification, as prescribed by TEA. Preparation and guidance must begin in Pre-K and continue up through high school graduation.

### **State Compensatory Education**

State Compensatory Education (SCE) is defined in law as programs and/or services designed to supplement the regular education program for students identified as at-risk of dropping out of school (TEC 29.081). Its purpose is to increase the academic achievement and reduce the drop-out rate of these identified students, while its goal is to provide direct instruction to close the achievement gap between children at risk of dropping out of school and their peers. To meet this goal, the Tornillo Independent School District uses student performance data to design and implement appropriate compensatory, intensive, or accelerated instructional services that enable them to be performing at grade level at the conclusion of the school year.

### **Disciplinary Alternative Education Program (DAEP)/HOPE**

The Disciplinary Alternative Education Program (DAEP) provides a positive, highly structured and disciplined educational setting for at risk students. The DAEP/HOPE Academy serves high school and middle school students in one facility.

### **Summer/Intersessions Intervention Programs**

Summer/intersessions intervention programs exist as yet another service for at-risk students. Each campus receives a state compensatory education allotment to serve the needs of their at-risk student population. Campuses utilize these funds to purchase supplemental materials and resources and provide intersession/tutoring sessions to help raise the academic achievement levels of their at-risk population. These programs provide supplemental instructional support for students identified as at-risk based on low performance in core areas. Tutoring may focus on either academic standards or state assessment preparation.

### **Fine Arts Department**

TISD Music program design is to ensure proper music education to all students participating in K-12 grade. Secondary students participating in drumline, choir, and guitar. Our next steps are for students to participate in concert, marching band, and color guard. Students will be challenged by learning musical instruments and performing for the community and their school. The program will also allow student to participate in many different music competitions. Tornillo ISD also offers preK-12 Art classes so students have the opportunity to explore their creativity and express themselves through various mediums. These classes are designed to develop students' artistic skills and appreciation for visual arts, encouraging them to think critically and innovatively. By engaging in art projects, students learn to communicate their ideas and emotions effectively, fostering a deeper understanding of the world around them. Our art curriculum is structured to cater to different skill levels, ensuring that each student can grow and excel in their artistic journey.

### **Library & Instructional Media Program**

The design of TISD Library and Instructional Media Program is the same as the Texas School Libraries, in that libraries within our district are essential interactive collaborative learning environments, ever evolving to provide equitable physical and virtual access to ideas, information, and learning tools for the entire school community. The six components on the core values implemented are: Information Literacy, Inquiry, Reading, Digital Learning, Safe and Nurturing Environment and Leadership. 275

### **Technology**

Integrating technology in the classroom has become an essential component of modern education, enhancing the learning experience for students. By utilizing digital tools and resources, we are able to provide interactive and engaging lessons that cater to diverse learning styles. This approach not only facilitates a deeper understanding of the subject matter but also prepares students for a technology-driven world. Furthermore, technology enables us to offer personalized learning opportunities, allowing students to progress at their own pace and receive immediate feedback. The Technology Services department provides innovative tools that enhance teaching and student learning, effective and streamlined solutions for all educational and support staff and fosters technologies that promotes community and parental educational involvement.

### **Truancy & Chronic Absenteeism**

TISD's mission is to partner between our schools, parents and the community to improve student attendance while advancing academic success and ensure all students graduate from high school prepared for a post-secondary pathway. Tornillo ISD's goal for PK-12th grade students is to increase attendance at or above a yearly attendance rate of 98% and decrease chronic absenteeism. the Attendance Officer will be leading the efforts to keep students in school everyday.

### **Physical Education Program**

TISD's physical education design is to ensure proper physical education which includes opportunities for the students to grow in their physical, mental, and social fitness and wellness. Students will be presented opportunities to participate in many activities and lessons to challenge and continue their progress towards the three goals and further their knowledge of physical fitness and the different training methods that go into building the appropriate fitness programs and goals.

### **Early Childhood Literacy and Math Program**

The following is HB3 criteria that must be met by all Texas schools; teacher and principal in grades K-3 must attend reading academies by 2021-2022; requires schools in grades K-3<sup>rd</sup> to certify that they are providing a phonics curriculum using systematic direct instruction; are prioritizing and placing highly-effective teachers in K-2; the campus has integrated reading instruments to support Pre-K to grade 3 students; and is using the state recommended assessment in grades PK-2<sup>nd</sup> grade.

Our early childhood literacy program is designed to foster a love for reading and language from a young age. By incorporating engaging stories, interactive activities, and phonics-based instruction, we aim to build a strong foundation in literacy that will support our students' academic journey. Our educators are committed to creating a nurturing environment where children can explore the world of words and develop essential communication skills.

In parallel, our early childhood math program focuses on introducing fundamental mathematical concepts through hands-on learning experiences. We emphasize the importance of number sense, pattern recognition, and problem-solving skills, ensuring that our young learners gain confidence in their mathematical abilities. By integrating playful and practical activities, we strive to make math an enjoyable and integral part of our students' early education.

## **District Processes & Programs Strengths**

### **Curriculum and Instruction**

The implementation of Instructional Rounds, the Effective Schools Framework, Blended Learning, and the RTI model has yield a focused approach to attain the goals set by the Lone Star Governance Board of Trustees, Staff, and Community by providing immediate instructional feedback to administrators and teachers about instructional practices and how to deliver an effective multi-layered prevention and/or intervention supports in academics, behavior and attendance by directly working with teachers through a push-in model and professional development. Through ongoing professional learning, educators provide learning experiences where every students is challenged, engaged, and develops ownership of their learning. 276

### **Bilingual/ESL**

TISD Dual Language education program is a full-time program of dual-language instruction on grades PreK-5 that provides for learning skills in the primary language of the students enrolled in the program and for carefully structured and sequenced mastery of English language skills until reaching a 50/50 instruction time allocation. The Dual Language program is designed to consider the students' learning experiences and incorporates the cultural aspects of the students' backgrounds. The English as a Second Language program (ESL) is implemented in grade 6-12. The ESL program offers support through ESL certified teachers to make input comprehensible while providing plenty of opportunities to acquire the second language.

### **Gifted and Talented Program (GT)**

G/T students in TISD will be provided the opportunity to work with other gifted/talented student during the school (In-Class Support) day in the foundational areas; math, science, English language arts, reading, and social studies, as well as with non G/T students and independently. G/T students will also be served in the area by which they qualified through modifications/differentiated lessons in the four foundational areas and specialty areas.

### **Title I, Part A**

All three campuses in TISD are Title I school wide. The school-wide program is designed to upgrade the entire educational program in each of the campuses. Through the Title I, Part A Program the district continues to provide campuses with the resources needed to support our economically disadvantaged students. Data shows that the district continues to make gains in closing the achievement gaps for many of our economically disadvantaged students.

## **Title I, Part C**

The Migrant department offers a wide number of services to parent and students. Parents are invited to workshops to learn how to improve their families quality of life. In conjunction with Region 19, TISD keeps constant communication with teachers of migrant students to know about their academic achievement and to learn the areas of support in which she can intervene. Migrant students receive materials and resources to help them fulfill their needs. They also have the opportunity to attend Summer Camps and field trips during the school year.

### **Special Education**

An Inclusion model is implemented across TISD to allow special education educators to collaborate with core teachers. Inclusion teaching allows for more intense and individualized instruction in the general education setting increasing access to the general education curriculum. Students have an opportunity to increase their understanding and respect for students with special needs. Students with special needs have a greater opportunity for continuity of instruction as the teachers benefit from the professional support and exchange of teaching practices as they work collaboratively. Inclusive teaching involves two or more certified professionals committed to share instructional responsibility for a single group of students primarily in a single classroom specific of content or objectives with mutual ownership, pooled resources and joint accountability.

### **Guidance and Counseling**

Delivery of school counseling program services are organized through sequenced age-appropriate activities designed to impact students' development through the curricular content areas of Intrapersonal Effectiveness, Interpersonal Effectiveness, Postsecondary Education, and Career Readiness and Personal Health and Safety that align with program foundations and domains.

### **Career and Technical Education Strengths**

CTE is an intricate piece of every student's four-year plan. Students are immersed into various career through lecture, hands-on lab work and field experience from Pre-K through twelfth grade. Students have the opportunity to graduate with certifications at the beginning level in different areas such as Law Enforcement, Education, Welding, HVAC, Nursing, Mechanics, etc.

### **State Compensatory Education Strengths**

To ensure at-risk students are receiving a meaningful and effective program, TISD funds numerous supplemental programs and personnel in an effort to provide accelerated instructional services for students at risk of dropping out of school. Coaches, Communities in Schools (CIS) coordinators, reading/ESL and lab teachers, Compensatory Education Home-bound Instruction Teacher, instructional aides and library aides. SCE funded personnel participate in professional development that are both related and beneficial to the state compensatory education program and the students served. Professional development is not only key but essential for the delivery of instructional services for at-risk students. In addition to funding positions, programs, and/or activities that are supplemental to the basic instructional program funded through SCE dollars. Due to increased accountability, systems are in place to document the various SCE supplemental programs and or services that are undertaken by the district. Furthermore, additional academic support has been provided to students through the implementation of after/before school tutoring and Saturday school tutoring; such programs also provide teachers and students with materials, supplies and snacks.

### **Disciplinary Alternative Education Program (DAEP)/HOPE**

Academic interventions, are vital to supporting at-risk students, and must be documented per state guidelines. TISD is starting to make it possible for teachers to document the different methods by which they support their Tier III at-risk students online in Eduphoria. To further ensure students are being provided with interventions, campus administrators At-risk indicators are used in an effort to provide the students with a compensatory education program that will address the identified student needs. An At-Risk Coordinator has been added to help guide our campuses on the continuation of services and supports for our at risk population.

### **Early Childhood Literacy and Math Program**

- Phonics Instruction- Dual Language Kinder-2<sup>nd</sup> Grade use of Bluebonnet Reading.
- K-2 Reading program is Bluebonnet K-2. PreK Reading Program is Teaching Strategies.
- K-2 Math program is Eureka
- PreK-2 use IXL Math
- K-2 Tech component is Boost
- Ample Professional Development for HQIM resources

### **Problem Statements Identifying District Processes & Programs Needs**

**Problem Statement 1 (Prioritized):** Implementation of Response to Intervention System is in the development and implementation level of compliance.

**Root Cause:** RTI process has not solidified due to lack of consistency and follow up.

**Problem Statement 2:** Instructional rounds have yield a misalignment of high engagement practices.

**Root Cause:** Lack of access to challenging coursework for all students that prepares them for college and career readiness and restricts access to meaningful learning opportunities.

# Perceptions

## Perceptions Summary

Climate Surveys: Tornillo ISD conducts an annual climate survey for Parents, Staff, and Students to determine the overall perception of each of our stakeholders in the following areas: School Safety & Safe Learning Environments, Academics, and Access to Different Opportunities.

The following Climate Survey results can be found at <https://www.tisd.us/documents/district-accountability/climate-survey/results/2023-2024-fall/staff-results/842109>

- Parent Survey 2024-2025
- Staff Survey 2024-2025
- Student Survey 2024-2025

Engagement: Structured and planned monthly events such as The Evening w/Superintendent, Coffee w/Principal held at each campus, parent district trainings, and campus sponsored family nights are planned for the whole year.

Well-Rounded Students: Resources and funding have been allocated to provide PK-12 extra-curricular programs and activities based on parent and student feedback for the 2025-2026 school year.

## Perceptions Strengths

- The climate survey for the 2024-2025 school year yield positive results two areas: parent involvement opportunities and resources to make positive contributions to student outcomes. <sup>279</sup>
- Each campus and department developed an action plan that addressed a strength and area of needs improvement that will be implemented for the 2025-2026.
- There has been great success in community, parent, and student attendance in each of the district sponsored events such as The Evening w/Superintendent, Coffee w/Principal held at each campus, and campus sponsored family nights.
- A significant grant -Stronger Connections- continues to improve the Social Emotional learning of the students

## Problem Statements Identifying Perceptions Needs

**Problem Statement 1 (Prioritized):** Community, Parent, and Family Engagement:- Community, Parents and families are not actively engaged in all facets of their child's education.  
**Root Cause:** Community, Parent Planned Activities need to be structured to address the different ways that the community, parents, families can help their children at home to be successful at school, to include awareness on the multitude of resources provided by the district to support them.

**Problem Statement 2 (Prioritized):** Limited number of parents completed the annual climate survey at each campus.  
**Root Cause:** District and campuses need to develop and execute different ways to reach out to community, family, and parents in effort to capture a true representation of the parental component climate survey.

**Problem Statement 3:** At the High School campus, about 35% of students and staff think the interactions between peers and adults are respectful  
**Root Cause:** District and campuses have not stress the importance of being respectful with one another.

**Problem Statement 4:** At the Junior High campus, about 50% of students and staff think the interactions between peers and adults are respectful

**Root Cause:** District and campuses have not stress the importance of being respectful with one another.

# Priority Problem Statements

**Problem Statement 1:** TISD is serving 02.75% in the Dyslexia Program which is below the estimated 10% population in the nation having dyslexia.

**Root Cause 1:** Lack of response to intervention is contributing to overall low percent of students being served at TISD.

**Problem Statement 1 Areas:** Demographics

**Problem Statement 2:** Average attendance across all grade levels is below 98% .

**Root Cause 2:** Parent and student awareness and accountability lacks in regards to short and long term effects on student outcomes. Failure to follow attendance procedures at each of the campuses are affecting academic systems and student attendance.

**Problem Statement 2 Areas:** Demographics

**Problem Statement 3:** Minimal completion of the criteria needed to exit the bilingual ESL program.

**Root Cause 3:** Professional development, planning of ELP's and sheltered instruction lesson development, delivery, and progress monitoring to address language acquisition for ELL identified students has been identified as a high priority.

**Problem Statement 3 Areas:** Demographics

**Problem Statement 4:** EOC English I is below the state 15 percentage points, EOC English II is below the state 12 points, in the area of meets

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**Root Cause 4:** Lack of rigor during Tier 1 instruction

**Problem Statement 4 Areas:** Student Learning

**Problem Statement 5:** 8 grade STAAR Math score a 7% at meets level

**Root Cause 5:** Foundational learning gaps are hindering conceptual understanding of the high rigor curriculum.

**Problem Statement 5 Areas:** Student Learning

**Problem Statement 6:** 5th grade STAAR Science dropped from 14% to 10%, 7th grade STAAR Science dropped from 33% to 23% at the meets level from 2024 to 2025

**Root Cause 6:** Instructional rounds have yield a lack of K-12 grade professional development, effective lesson planning, effective delivery of Tier 1 instruction is creating science gaps affecting overall performance on on-level standards and state testing.

**Problem Statement 6 Areas:** Student Learning

**Problem Statement 7:** 8th grade STAAR Social Studies at the meets level is 23%

**Root Cause 7:** Instructional rounds have yield a lack of K-12 grade professional development, effective lesson planning, effective delivery of Tier 1 instruction is creating Social Studies gaps affecting overall performance on on-level standards and state testing.

**Problem Statement 7 Areas:** Student Learning

**Problem Statement 8:** Limited number of parents completed the annual climate survey at each campus.

**Root Cause 8:** District and campuses need to develop and execute different ways to reach out to community, family, and parents in effort to capture a true representation of the parental component climate survey.

**Problem Statement 8 Areas:** Perceptions

**Problem Statement 9:** Community, Parent, and Family Engagement:- Community, Parents and families are not actively engaged in all facets of their child's education.

**Root Cause 9:** Community, Parent Planned Activities need to be structured to address the different ways that the community, parents, families can help their children at home to be successful at school, to include awareness on the multitude of resources provided by the district to support them.

**Problem Statement 9 Areas:** Perceptions

**Problem Statement 10:** Implementation of Response to Intervention System is in the development and implementation level of compliance.

**Root Cause 10:** RTI process has not solidified due to lack of consistency and follow up.

**Problem Statement 10 Areas:** District Processes & Programs

# Comprehensive Needs Assessment Data Documentation

The following data were used to verify the comprehensive needs assessment analysis:

## Improvement Planning Data

- District goals
- Campus goals
- HB3 Reading and math goals for PreK-3
- HB3 CCMR goals
- Campus/District improvement plans (current and prior years)
- State and federal planning requirements

## Accountability Data

- Texas Academic Performance Report (TAPR) data
- Student Achievement Domain
- Student Progress Domain
- Closing the Gaps Domain
- Effective Schools Framework data
- Comprehensive, Targeted, and/or Additional Targeted Support Identification data
- RDA data

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## Student Data: Assessments

- State and federally required assessment information
- STAAR current and longitudinal results, including all versions
- STAAR End-of-Course current and longitudinal results, including all versions
- STAAR released test questions
- STAAR Emergent Bilingual (EB) progress measure data
- Advanced Placement (AP) and/or International Baccalaureate (IB) assessment data
- SAT and/or ACT assessment data
- PSAT
- Student failure and/or retention rates
- Observation Survey results
- Texas approved PreK - 2nd grade assessment data
- Texas approved Prekindergarten and Kindergarten assessment data

## Student Data: Student Groups

- Special education/non-special education population including discipline, progress and participation data
- Migrant/non-migrant population including performance, progress, discipline, attendance and mobility data
- At-risk/non-at-risk population including performance, progress, discipline, attendance, and mobility data
- Emergent Bilingual (EB) /non-EB data, including academic achievement, progress, support and accommodation needs, race, ethnicity, gender etc.
- Career and Technical Education (CTE) Programs of Study data including completer, concentrator, explorer, participant, and non-participant achievements by race, ethnicity, gender, etc.

- Section 504 data
- Homeless data
- Gifted and talented data
- Dyslexia data
- Response to Intervention (RtI) student achievement data

### **Student Data: Behavior and Other Indicators**

- Completion rates and/or graduation rates data
- Annual dropout rate data
- Attendance data
- Mobility rate, including longitudinal data
- Discipline records
- Violence and/or violence prevention records
- Tobacco, alcohol, and other drug-use data
- Student surveys and/or other feedback
- Class size averages by grade and subject
- School safety data
- Enrollment trends

### **Employee Data**

- Professional learning communities (PLC) data
- Staff surveys and/or other feedback
- State certified and high quality staff data
- Campus department and/or faculty meeting discussions and data
- Professional development needs assessment data

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### **Parent/Community Data**

- Parent surveys and/or other feedback
- Parent engagement rate

### **Support Systems and Other Data**

- Organizational structure data
- Processes and procedures for teaching and learning, including program implementation
- Communications data
- Budgets/entitlements and expenditures data
- Study of best practices

# Goals

**Goal 1:** Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

**Performance Objective 1:** Reading Language Arts

- Third grade students to score Approaches or higher on STAAR will increase from 52% in 2024 to 92% in 2029
- Fourth grade students to score Approaches or higher on STAAR will increase from 33% in 2024 to 73% in 2029
- Fifth grade students to score Approaches or higher on STAAR will increase from 42% in 2024 to 82% in 2029
- Sixth grade students to score Approaches or higher on STAAR will increase from 39% in 2024 to 79% in 2029
- Seventh grade students to score Approaches or higher on STAAR will increase from 14% in 2024 to 54% in 2029
- Eighth grade students to score Approaches or higher on STAAR will increase from 38% in 2024 to 78% in 2029
- English 1 results will indicate a 5% increase from 35% in 2024 to 60% in 2029
- English 2 results will indicate a 6% increase from 34% in 2024 to 64% in 2029


**High Priority**


**HB3 Goal**


**Evaluation Data Sources:** STAAR/EOC Scores


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Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> Provide teachers with ELAR research based programs, high quality instructional materials, and technology resources to support content acceleration.</p> <p><b>Strategy's Expected Result/Impact:</b> Monitoring and evaluating programs such as mclass, iXL, bluebonnet, amplify, boost, riveting, HQIM, and iTEKS resource system. Implementation will Improve reading levels, improve STAAR scores, decrease learning gap.</p> <p><b>Staff Responsible for Monitoring:</b> Instructional support, Instructional specialist</p>	Formative			Summative
	Oct	Mar	June	

 No Progress

 Accomplished

 Continue/Modify

 Discontinue





**Goal 1:** Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

**Performance Objective 2: Math**

Third grade students to score Approaches or higher on STAAR will increase from 63% in 2024 to 90% in 2029  
 Fourth grade students to score Approaches or higher on STAAR will increase from 40% in 2024 to 80% in 2029  
 Fifth grade students to score Approaches or higher on STAAR will increase from 18% in 2024 to 58% in 2029  
 Sixth grade students to score Approaches or higher on STAAR will increase from 17% in 2024 to 57% in 2029  
 Seventh grade students to score Approaches or higher on STAAR will increase from 8% in 2024 to 48% in 2029  
 Eighth grade students to score Approaches or higher on STAAR will increase from 57% in 2024 to 87% in 2029  
 Algebra 1 results will indicate a 8% increase from 24% in 2024 to 64% in 2029

**High Priority**

**Evaluation Data Sources:** STAAR/EOC Scores

Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> Provide teachers with Math research based programs, high quality materials, technology resources, and professional development (local and out-of-town) to support content acceleration.</p> <p><b>Strategy's Expected Result/Impact:</b> Monitoring and evaluating programs such as iXL, Carnergie, Bluebonnet Math, Mathia, HQIM, IFL, and iTEKS resource system. Implementation will improve STAAR scores, decrease learning gap.</p> <p><b>Staff Responsible for Monitoring:</b> Instructional support, Instructional specialist</p>	Formative			Summative
	Oct	Mar	June	286
<p style="text-align: center;">  No Progress                           Accomplished                           Continue/Modify                           Discontinue                 </p>				

**Goal 1:** Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

**Performance Objective 3: Science**

Fifth Science results will indicate an increase in Approaches or higher from 17% in 2024 to 57% in 2029

Eighth Science results will indicate an increase in Approaches or higher from 30% in 2024 to 70% in 2029

Biology results will indicate a 2.5% increase from 48% in 2024 to 60% in 2029

**High Priority**

**Evaluation Data Sources:** STAAR/EOC Results

Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> Provide teachers with research based programs, materials, and technology, professional development resources to support content acceleration.</p> <p><b>Strategy's Expected Result/Impact:</b> Monitoring and evaluating programs such as Lead4ward, adoption materials, HQIM-Savvas, . Implementation will improve STAAR scores, and decrease learning gap.</p> <p><b>Staff Responsible for Monitoring:</b> Instructional support, Instructional specialist</p>	Formative			Summative
	Oct	Mar	June	
287				



No Progress



Accomplished



Continue/Modify



Discontinue

**Goal 1:** Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.





**Performance Objective 4: Social Studies**

Eighth Social Studies results will indicate an increase in Approaches or higher from 16% in 2024 to 56% in 2029

US History results will indicate a 3% increase from 46% in 2024 to 60% in 2029

**High Priority**

**Evaluation Data Sources:** STAAR/EOC Results

Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> Provide teachers with research based programs, high quality materials, and technology resources to support content acceleration.</p> <p><b>Strategy's Expected Result/Impact:</b> Monitoring and evaluating programs such as Lead4ward, adoption materials, and Studies Weekly. Implementation will improve STAAR scores, and decrease learning gap.</p> <p><b>Staff Responsible for Monitoring:</b> Instructional support, Instructional specialist</p>	Formative			Summative
	Oct	Mar	June	
<p style="text-align: center;">  No Progress                 Accomplished                 Continue/Modify                 Discontinue         </p>				288

**Goal 1:** Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

**Performance Objective 5:** TISD will implement multiple Language Arts (reading and writing) initiatives to include requirements that adopt K-3 phonics curriculum and Reading Academies that uses systematic direct instruction, incorporate the use of integrated reading instruments, and prioritize the placement of highly effective teachers in K-3 as required by House Bill 3.

PreK students on grade level or above in CLI will increase from 60% in 2024 to 90% in 2029

Kinder students on grade level or above in mClass will increase from 85% in 2024 to 95% in 2029





First grade students on grade level or above in mClass will increase from 71% in 2024 to 91% in 2029

Second grade students on grade level or above in mClass will increase from 78% in 2024 to 98% in 2029

**High Priority**

**HB3 Goal**

**Evaluation Data Sources:** CLI and MClass reports

Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> Provide teachers with research based programs, high quality materials and technology resources to support content acceleration.</p> <p><b>Strategy's Expected Result/Impact:</b> Monitoring and evaluating programs such as MClass, HQIM, and iTEKS resource system. Implementation will Improve reading levels, and improve number of students that are at reading at grade level.</p> <p><b>Staff Responsible for Monitoring:</b> Instructional support, Instructional specialist</p>	Formative			Summative
	Oct	Mar	June	289
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  No Progress         </div> <div style="text-align: center;">  Accomplished         </div> <div style="text-align: center;">  Continue/Modify         </div> <div style="text-align: center;">  Discontinue         </div> </div>				

**Goal 1:** Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

**Performance Objective 6:** TISD will implement a framework that supports students in K-3 Math and will improve the number of students performing at grade level.

PreK students on grade level or above in CLI will increase from 80% in 2024 to 95% in 2029

Kinder students on grade level or above in IXL will increase from 74% in 2024 to 94% in 2029





First grade students on grade level or above in IXL will increase from 42% in 2024 to 90% in 2029

Second grade students on grade level or above in IXL will increase from 53% in 2024 to 90% in 2029

**High Priority**

**HB3 Goal**

**Evaluation Data Sources:** IXL Results

Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> Provide teachers with research based programs, materials, and technology resources to support content acceleration.</p> <p><b>Strategy's Expected Result/Impact:</b> Monitoring and evaluating programs such as iXL, HQIM, and iTEKS resource system. Implementation will decrease learning gap and improve the number of students performing at grade level.</p> <p><b>Staff Responsible for Monitoring:</b> Instructional support, Instructional specialist</p>	Formative			Summative
	Oct	Mar	June	
				290
<p style="text-align: center;">  No Progress                 Accomplished                 Continue/Modify                 Discontinue         </p>				

**Goal 1:** Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.





**Performance Objective 7:** TISD will utilize and expect campuses to implement the Effective School Framework in Effort to Achieve the Student Outcome Goals Identified by the Needs Assessment.

**High Priority**

**Evaluation Data Sources:** Needs Assessment, TAPR Report, ESF Self-Assessment, LSG Goal Assessment & Development

Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> Effective, Well-Supported Teachers:</p> <ul style="list-style-type: none"> <li>-Strong school leadership (PD, coaching, technology for administrators as specified in lever 1 of ESF)</li> <li>-Provide campus with control over teacher hiring and placement</li> <li>-Provide incentives for the strongest teachers to work in the lowest-performing schools</li> <li>-Maintain Teacher Incentive Allotment Annual Subscription</li> <li>-Recruit adequate numbers of qualified candidates</li> <li>-Have timely, efficient, and responsive hiring processes.</li> <li>-High need schools will be fully staffed by July 1</li> <li>-Provide structures, processes, and supports for induction and development</li> <li>- Provide an evaluation system that identifies low and high performers and allow for opportunities to remove low performing staff</li> <li>-Allow teachers, staff, and admin to attend district, local, regional, state, and national conferences for professional learning and certification opportunities.</li> <li>-Provide professional opportunities to staff and administrators on tiered instructional practices.</li> <li>-Staff Development for Professional Staff of the District [TEC 11.252(3)(F)], to include support personnel: provide on-going professional development, meals, transportation, travel, stipends, equipment, materials and resources to address all subjects and student populations.</li> <li>-Members of leadership team will have tools necessary to support HQIM</li> <li>-Provide teachers with materials/resources/equipment/technology necessary deliver lesson effectively and efficiently</li> <li>-Incentives such as light snacks or meals for Professional development days or after school training</li> <li>-Teacher Appreciation</li> <li>-Campus and school logo'd items to help build strong sense of community and culture</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Campus Instructional Leaders will have evidence of each of the essential actions, the development process, monitoring of implementation and outcomes. Attendance Sign-In Sheets, Number of professional development attended, Walk-through of training implementation, Increase students reading at grade level.</p> <p><b>Staff Responsible for Monitoring:</b> Superintendent and Principals</p>	Formative			Summative
	Oct	Mar	June	
				291

Strategy 2 Details	Reviews			
<p><b>Strategy 2: Positive and Safe School Culture:</b></p> <ul style="list-style-type: none"> <li>-Provide data system to track pertinent school culture data</li> <li>-Provide campuses with Health Management Solution System</li> <li>-Provide campuses with access to external student support services.</li> <li>-Ensure that campus buildings are well maintained, ventilated, safe, and conducive to learning</li> <li>-Promote positive school culture through positive recognitions, incentives, certificates, snacks for meetings, after school activities (PBIS, Coffee with the Principal). Recognition of students for behavior, attendance, &amp; academics.</li> <li>-Promote college &amp; career readiness through displays throughout the school such as banners, window coverings, and bulletin boards.</li> <li>-Celebrate and recognize all teachers and staff.</li> <li>-School facility improvements, such a multipurpose cafetorium, to support students health needs and offer a high quality indoor school facilities.</li> <li>-Agreement with local law enforcement agencies to get assigned School Resource Officers (SRO)/Guardian as needed</li> <li>-Attend and Provide Professional Development on Safety Laws, Regulations, Procedures</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Campus Instructional Leaders will have evidence of each of the essential actions, the development process, monitoring of implementation and outcomes. TPESS, Instructional Rounds Campus Leader Feedback. Create a safer environment by having School Resource Officers assigned to campuses.</p> <p><b>Staff Responsible for Monitoring:</b> Superintendent, Campus administrators</p>	Formative			Summative
	Oct	Mar	June	
Strategy 3 Details	Reviews			
<p><b>Strategy 3: High-Quality Curriculum:</b></p> <ul style="list-style-type: none"> <li>-Provide the campus with standards-aligned guaranteed and viable curriculum and scope and sequence</li> <li>-Provide access to assessments aligned to the standards and the expected level of rigor</li> <li>-The calendar shall include days for professional development activities that align with the assessment calendar an allow for data driven reflection</li> <li>-Policy will support the effective use of standards aligned GVC and assessments.</li> <li>-Facilitates access to instructional resources and professional development</li> <li>-Provide teachers and admin access to curriculum, assessment, and data desegregation resources and materials.</li> <li>-Provide teachers with research based programs, high quality instructional materials, and technology resources to support content acceleration.</li> <li>-Each classroom teacher and administrators in K-3 will be up to date with the teacher literacy achievement academy or complete modules.</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Campus Instructional Leaders will have evidence of each of the essential actions, the development process, monitoring of implementation and outcomes. TPESS, Instructional Rounds Campus Leader Feedback. Monitor and evaluate implementation of iTEKS resource system, Eduphoria, lead4ward, HQIM, and textbook adoption materials. Implementation will Improve reading levels, improve STAAR scores, decrease learning gap.</p> <p><b>Staff Responsible for Monitoring:</b> Superintendent, &amp; Campus Administrators</p>	Formative			Summative
	Oct	Mar	June	


Strategy 4 Details	Reviews			
<p><b>Strategy 4: Effective Instruction:</b></p> <ul style="list-style-type: none"> <li>-Ensure access to high quality common formative assessment resources aligned to the state standard for all tested areas and PK-2 math and reading</li> <li>-Ensure that school receive detailed reports with two instructional days.</li> <li>-Provide schools with access to student academic, behavioral, and on track to graduate data</li> <li>-Have effective systems for identifying and supporting struggling learners</li> <li>-Policies and practices will support effective instruction in schools</li> <li>-Provide professional opportunities to staff and administrators on tier 1 instructional practices.</li> <li>-Provide necessary materials/equipment to successfully master all content curriculum</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Campus Instructional Leaders will have evidence of each of the essential actions, the development process, monitoring of implementation and outcomes.  TPESS, Instructional Rounds Campus Leader Feedback and implementation of AVID's best practices  Effective &amp; data driven PLCs</p> <p><b>Staff Responsible for Monitoring:</b> Superintendent and Principals</p>	<b>Formative</b>			<b>Summative</b>
	<b>Oct</b>	<b>Mar</b>	<b>June</b>	
Strategy 5 Details	Reviews			
<p><b>Strategy 5:</b> Ensure teachers, staff, and classrooms have operational, office supplies and instructional materials needed for effective classroom instruction.</p> <p><b>Strategy's Expected Result/Impact:</b> Instruction will not be affected by the lack of instructional materials inside and outside the classroom.</p> <p><b>Staff Responsible for Monitoring:</b> Principals, Instructional Specialists</p>	<b>Formative</b>			<b>Summative</b>
	<b>Oct</b>	<b>Mar</b>	<b>June</b>	
				293
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> No Progress</div> <div style="text-align: center;"> Accomplished</div> <div style="text-align: center;"> Continue/Modify</div> <div style="text-align: center;"> Discontinue</div> </div>				


**Goal 1:** Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.


**Performance Objective 8:** Tornillo ISD will implement Technology Blended Learning Grant to ensure that students are ready with 21st Century Technology Skills. This will be done through the use of blended learning environment (EX: wall space, furniture, bulletin boards) and Blended Learning Instruction (Station Rotation, Small Group Intervention, Student Engagement), technology projects, creation and implementation of technology strategies in the classroom by students and teachers, professional development training, and purchasing of equipment to implement blended learning.


**Evaluation Data Sources:** Lesson Plans, Classroom Walkthroughs

Strategy 1 Details	Reviews			
<b>Strategy 1:</b> Tornillo ISD will become 21st Century Technology campuses through the use of student driven technology projects and creation and implementation of technology strategies in math, reading, science, social studies, and elective like classes. Students and teachers will be able to attend professional development training and purchasing of equipment for teachers and students that will help them implement 21st Century Skills in the classroom. Teachers will be able to attend professional development focusing on the 21st Century Learner strategies. EX: Blended Learning Environment, Staff, teacher, and community outreach. Materials and resources to implement small groups using Blended Learning will also be used to improve instruction.	Formative			Summative
	Oct	Mar	June	
294				

 No Progress

 Accomplished





 Continue/Modify

 Discontinue

**Goal 1:** Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

**Performance Objective 9:** Tornillo ISD will implement the Strong Foundations Implementation Grant, Option A and Option C to provide support for implementation of high-quality instructional materials in school year 2024-2025. This will be done through technical assistance from an approved TEA vendor(s), professional learning for teachers, instructional coaches, and district leaders, and purchasing of materials, supplies, and licenses to effectively implement the SF grant.

**Evaluation Data Sources:** Needs Assessment, TAPR Report, ESF Self-Assessment, LSG Goal Assessment & Development

Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> Tornillo ISD will implement reading and math High Quality Instructional Materials to allow students to engage more deeply and meaningfully with the Texas standards and support teachers in ensuring all students have access to High-quality, rigorous grade-level content. Administrators, coaches, teachers and staff will attend professional development and coaching to support the SF grant. Materials, supplies and licenses will help them implement this grant with fidelity.</p> <p><b>Strategy's Expected Result/Impact:</b> Higher Math and Reading performance, STAAR results. End of unit testing. BOY, MOY, EOY testing.</p> <p><b>Staff Responsible for Monitoring:</b> Grant coordinator, administrators, classroom teachers.</p> <p><b>Funding Sources:</b> - 429:Strong Foundation Implementation. Opt. A and C</p>	Formative			Summative
	Oct	Mar	June	
				295
<p style="text-align: center;">  No Progress                 Accomplished                 Continue/Modify                 Discontinue         </p>				

**Goal 2:** Tornillo ISD will ensure that the percentage of seniors graduating College, Career, or Military ready will increase from 95% in 2024 to 100% by June 2029.

**Performance Objective 1:** Tornillo ISD will expand its Academic Achievement indicators in the Closing the Gaps Domain, aiming to increase the number of eligible indicators from 1 in 2024 to 14 by 2029.

**High Priority**





**Evaluation Data Sources:** State & Federal Accountability Closing The Gaps Domain, LSG Quarterly Progress Measure, RTI, 4 Weeks Data PLC's

Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> Dyslexia [TEC 11.252(a)(3)(B)(iv)]: Provide staff training in screening, identification, program service delivery to include resources/materials to implement, accommodate, and accelerate learning.</p> <p><b>Strategy's Expected Result/Impact:</b> Increase identification of dyslexic students in the district. Staff training. Increased student reading level through BOY, MOY, EOY test results. Program progress monitoring data sheets.</p> <p><b>Staff Responsible for Monitoring:</b> Special Ed./504 District Coordinator, Compliance Officer, Instructional Specialists, Dyslexia provider teacher, Classroom teacher.</p> <p><b>Funding Sources:</b> - 199: PIC 23 State Special Education (Sp Ed)</p>	<b>Formative</b>			<b>Summative</b>
	<b>Oct</b>	<b>Mar</b>	<b>June</b>	
				296
Strategy 2 Details	Reviews			
<p><b>Strategy 2:</b> Accelerated Education [TEC 11.252(c)(3)(H)]: Provide Title 1 (Instructional Specialists) flex master schedule, Summer School supplies, and acceleration courses (Credit Recovery), to include resources/materials to supplement, support, and intervene with EOC/HB4545 and Tier II &amp; III At-Risk Students in each special populations and programs.</p> <p><b>Strategy's Expected Result/Impact:</b> Improved student outcomes every 9 weeks and state assessments, personnel schedules, student rosters, 4 weeks progress monitoring reports, individual learning plans reviewed by RTI, At-Risk Loads</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Campus Administrator, and Special Ed./504 Coordinator, Counselors, Classroom teacher.</p>	<b>Formative</b>			<b>Summative</b>
	<b>Oct</b>	<b>Mar</b>	<b>June</b>	

Strategy 3 Details	Reviews			
<p><b>Strategy 3:</b> Integration of technology in instructional and administrative programs [TEC 11.252(a)(3)(D)]: Provide technology professional development, devices, and interactive instructional programs (licenses) to supplement tiered instruction in a blended learning format for At-Risk students and special programs (intervention: academics, linguistic, social &amp; emotional, fine arts, physical education). Tech Lending Grant awarded to help provide students equipment necessary to access and use digital instructional materials at school and at home.</p> <p><b>Strategy's Expected Result/Impact:</b> Improved LSG student outcomes on state and local assessments. Improved academic, linguistic, SEL as measured by mastery of TEKS, ELPS, CCRS lessons plans/informal assessments. Walk-throughs &amp; Instructional Rounds.</p> <p><b>Staff Responsible for Monitoring:</b> Technology Director, Instructional Specialists, Campus Administrators, Superintendent, Compliance Officer, Instructional Technology Specialist</p>	<b>Formative</b>			<b>Summative</b>
	<b>Oct</b>	<b>Mar</b>	<b>June</b>	
Strategy 4 Details	Reviews			
<p><b>Strategy 4:</b> Strategies for Recruiting &amp; Retaining Highly Effective Teachers: Provide competitive stipends for Bilingual, Special Education, ELAR, Science, CTE, Math, Teacher Leads, Resident Mentor Teachers, New Teacher mentors, and Masters/Doctoral Degreed teachers. Provide staff opportunities/grants to attain higher ed. certifications/degrees and dual credit accreditation.</p> <p><b>Strategy's Expected Result/Impact:</b> Teacher Retention &amp; Recruitment yearly trends reports, number of teachers taking advantage of grants to attain certification and/or degrees, leadership roles within grade level/department, filling vacancies before the first day of school, number of specialized training.</p> <p><b>Staff Responsible for Monitoring:</b> HR/Compliance Officer, CTE Coordinator.</p>	<b>Formative</b>			<b>Summative</b>
	<b>Oct</b>	<b>Mar</b>	<b>June</b>	
				297
Strategy 5 Details	Reviews			
<p><b>Strategy 5:</b> Gifted and Talented HB3 and Advanced Placement: G/T and Advanced Placement program design services will be implemented as outlined in TEC 29.121 &amp; The Texas State Plan for G/T and Advanced Placed Students:</p> <ul style="list-style-type: none"> <li>-Identification (recommendation, testing, etc.)</li> <li>-Professional Development &amp; Certification</li> <li>-Curriculum &amp; Instruction</li> <li>-Assessment</li> <li>-Parent/Community Involvement</li> <li>-Advisory Committee</li> <li>-Student field trips</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Quarterly Progress Measure of G.T Design Plan Implementation, Agendas, Calendars, Number of referrals &amp; Identified G/T students, Professional Development , Lesson Plans, Surveys, Projects, Flex Master Schedules</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Instructional Specialists, Campus Administrators, Sped/504 Coordinator, Tech. Director, G.T Coordinator</p> <p><b>Funding Sources:</b> - 199: PIC 21 State Gifted &amp; Talented</p>	<b>Formative</b>			<b>Summative</b>
	<b>Oct</b>	<b>Mar</b>	<b>June</b>	

Strategy 6 Details	Reviews			
<p><b>Strategy 6:</b> Special Education Student Group: Provide, Support, Fund, &amp; Implement the following to achieve successful student outcomes in special education in all Continuum of Services:</p> <ul style="list-style-type: none"> <li>-Professional Development (District, Local, State, &amp; Out of State) for academic instruction, IEP, ARD's, 504's, Behavior, Autism and like disorders</li> <li>-Technology &amp; Licences, Materials, Resources, Field Experiences/work, Field Trips</li> <li>-Early Identification</li> <li>-Acceleration</li> <li>-Enrichment</li> <li>-Testing Materials</li> <li>-Parent Engagement</li> <li>-Curriculum &amp; Instruction to advance Tier II &amp; III Sped. Students in grade level standards &amp; state assessments.</li> <li>-Sanitation/Cleaning products</li> <li>-Motivational/Reward items to improve desired behavior or work production as per IEP</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Agendas, Sign-in Sheets, Staffing Data, LSG Quarterly Performance as measured by campus &amp; district benchmarks &amp; State Assessments, Schedules: (Instructional Aides, Co-Teachers) &amp; annual ARD progress reports, RTI, Quarterly Identification numbers, Lesson Plans, Walk-Throughs of student impact. Identification process</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Instructional Specialists, Campus Administrators, Sped/504 Coordinator, Tech. Director</p> <p><b>Results Driven Accountability</b></p> <p><b>Funding Sources:</b> - 199: PIC 23 State Special Education (Sp Ed)</p>	Formative			Summative
	Oct	Mar	June	
		298		
Strategy 7 Details	Reviews			
<p><b>Strategy 7:</b> Economically Disadvantaged Student Group- Provide/Fund Plan, &amp; Intervene Early in the following areas:</p> <ul style="list-style-type: none"> <li>-Early Education, Full Day Pre-Kindergarten</li> <li>-Child Find Services</li> <li>-Academic &amp; SEL Acceleration through RTI</li> <li>-Nutrition: NSLP &amp; Food Pantry</li> <li>-Community Based Resources/Outreach: Health, Family- Texas Workforce Commission, WIC, DFPS, Child Care etc.</li> <li>-Title 1 District Parent Liaison</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Agendas, Sign-in Sheets, PEIMS Quarterly Data, Head Start &amp; Pre-Kindergarten Enrollment, CNS Quarterly Participation, FASFA Completion, Academic Progress Monitoring</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Campus Administrators, Counselors, District Parent Liaison, PEIMS Specialist, Sped/504 Coordinator.</p>	Formative			Summative
	Oct	Mar	June	

Strategy 8 Details	Reviews			
<p><b>Strategy 8: At-Risk Students Identified by PEIMS:</b></p> <p>A. The student did not advance from one grade level to the next for one or more school years.</p> <p>B. The student is in grades seven to 12 and did not maintain an average equivalent to 70 on a scale of 100 in two or more subjects in the foundation curriculum during a semester in the preceding or current school year or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester.</p> <p>C. The student did not perform satisfactorily on a state assessment instrument and who has not, in the previous or current school year, performed on that instrument or another appropriate instrument at a level equal to at least 110 percent of the level of satisfactory performance on that instrument.</p> <p>D. The student is in pre-K, kindergarten, or grades one to three, and did not perform satisfactorily on a readiness test or assessment instrument administered during the current school year.</p> <p>E. The student is pregnant or is a parent.</p> <p>F. The student has been placed in a DAEP during the preceding or current school year.</p> <p>G. The student has been expelled during the preceding or current school year.</p> <p>H. The student is currently on parole, probation, deferred prosecution, or other conditional release.</p> <p>I. The student was previously reported through the (PEIMS) as having dropped out of school.</p> <p>J. Is an emergent bilingual student.</p> <p>K. The student in the custody or care of the Department of Family and Protective Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official.</p> <p>L. The student is homeless,</p> <p>M. The student resided in the preceding school year or resides in the current school year in a residential placement facility in a district.</p> <p>N. The student has been incarcerated or has a parent or guardian who has been incarcerated.</p> <p>O. Is enrolled in a school district or open-enrollment charter school, that is designated as a dropout recovery school under Section 39.0548.</p> <p>To receive Compensatory and Accelerated Instruction via an individual action plan to be in place during school, extended day/week/year learning, after school programs, enrichment activities and progress monitored. To pay salaries for employees that will help to improve instructional practice and student achievement.</p> <p><b>Strategy's Expected Result/Impact:</b> RTI Progress Monitoring every 6 weeks, Accelerated Instruction Lesson Plans &amp; Walk-Throughs, Local &amp; State Assessment Progress Measured, Monthly Related Services, Home Visits,</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Campus Administrator, PEIMS Officer, Counselors, Sped/504 Coordinator, Migrant Coordinator &amp; Teachers</p> <p><b>Funding Sources:</b> Salaries - 199:PIC 30 State Compensatory Education (SCE)</p>	Formative			Summative
	Oct	Mar	June	
				299

 No Progress     
  Accomplished     
  Continue/Modify     
  Discontinue

**Goal 2:** Tornillo ISD will ensure that the percentage of seniors graduating College, Career, or Military ready will increase from 95% in 2024 to 100% by June 2029.

**Performance Objective 2:** By 2029, Tornillo ISD will achieve success in all 3 indicators within the Graduation Status component of the Closing the Gaps Domain.

**Evaluation Data Sources:** State & Federal Accountability Closing The Gaps Domain, LSG Quarterly Progress Measure, PEIMS Snapshot





Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> Provide and Implement the Following Student Attendance Prevention Measures:</p> <ul style="list-style-type: none"> <li>-Staff, Parent/Guardian, &amp; Student Awareness on Impact on Student Outcomes, Texas Ed. Code &amp; Texas Family Code</li> <li>-Monitoring Attendance Daily, Weekly &amp; RTI/Attendance Committee Every 4 Weeks</li> <li>-Develop &amp; Progress Monitor Individual Plans</li> <li>-Parent Communication</li> <li>-Home Visits</li> <li>-Find Leavers</li> <li>-Re-enroll drop outs</li> <li>-Provide academic acceleration</li> <li>-Provide opportunities to make up instructional time missed</li> <li>-Court Filing</li> <li>-Dropout prevention</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Audit reviews of individual plans, Review Attendance Reports, Campus Action Plans falling below 97%, Sign in Sheets, Trainings,</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Campus Administrators, PEIMS Specialist, Counselors, Parent Liaison, Campus Attendance/RTI Committees</p>	Formative			Summative
	Oct	Mar	June	
				300

Strategy 2 Details	Reviews			
<p><b>Strategy 2:</b> Dropout reduction [TEC 11.255] Instructional methods for all student groups not achieving their full potential, [TEC 11.252(a)(3)(A)] &amp; Student Retention:</p> <ul style="list-style-type: none"> <li>-Early Intervention &amp; Accelerate Learning</li> <li>-Credit Recovery Programs</li> <li>-National Elementary Honor Society (NEHS)</li> <li>-National Junior High Honor Society</li> <li>-Student Council</li> <li>-Mentoring Program</li> <li>-High Dosage and High Impact Tutoring</li> <li>-Intensify Differentiated Learning</li> <li>-Create a High Expectations &amp; Achieving Learning Environment</li> <li>-Rich &amp; Engaging Curriculum</li> <li>-Hire well-trained staff &amp; provide continuous professional development</li> <li>-Collaborate &amp; Communicate often with Parent</li> <li>-Distribute School Supplies during Open House</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Audit reviews of individual plans, Campus Action Plans when failure rates are higher than 30% on core subjects, K-3 Progress Monitor BOY, MOY, EOY reading &amp; math results 90% must be on level. STAAR/EOC results must be at 60% Meets and 30% Masters, Sign in Sheets, Trainings, Mentoring Plans</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Campus Administrators, PEIMS Coordinator, Counselors, Parent Liaison, Campus Attendance/RTI Committees, Sped/504 Coordinator</p>	Formative			Summative
	Oct	Mar	June	
				301
Strategy 3 Details	Reviews			
<p><b>Strategy 3:</b> Provide supplemental funding for Fine Arts, Sports UIL, Academic UIL, Physical Education, and Enrichment, Library Services, School Wide Reading Programs, After School Programs (via programs, extra duty pay, staff/student travel, field trips,, wear and tear/damages to equipment, general supplies, and summer camps, Awards, participation fees, technology for performances and community events, Increase Reading Culture Incentives), Extended Learning Days and Professional Development to support a well-rounded students and bridging this access towards college and avenues of higher learning and the community.</p> <p><b>Strategy's Expected Result/Impact:</b> Supplemental Materials/resources purchased for program, implementation of programs, awards, attendance rosters, professional development attended, technology to run service programs.</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Campus Administrators, Specialty Coordinators</p>	Formative			Summative
	Oct	Mar	June	

Strategy 4 Details	Reviews			
<p><b>Strategy 4:</b> HOPE- DAEP services will be provided as specified in [TAC 19 103.1201(b)].</p> <ul style="list-style-type: none"> <li>-Trained Staff (health &amp; emergency situations, behavior management, safety procedures that focus on positive &amp; proactive behavior management)</li> <li>-Academics: Individual Student Learning Plan</li> <li>-Social Skills: Social/Emotional Program, Problem Solving, Conflict Resolution, Anger Management, Diversity, Dating Violence</li> <li>-Procedures to report abuse, neglect, or exploitation</li> <li>-Transition procedures &amp; plans</li> <li>-Provide access to HOPE during instructional time</li> <li>-Access/utilize golf cart to transfer instructional material and provide HOPE visits</li> </ul> <p>Placement Prevention Strategies:</p> <ul style="list-style-type: none"> <li>-Restorative Practices</li> <li>-PBIS/SEL Program</li> <li>-Mentoring Program</li> <li>-Home &amp; School Partnership</li> <li>-Counseling Sessions</li> <li>-Drug &amp; Tobacco Prevention</li> <li>-Anger Management</li> <li>-Student Code of Conduct Awareness</li> <li>-Safety workshops/ training's &amp; Awareness</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Student Attendance &amp; Grade Records, pre- and post- assessment results, drop out rates, graduation rates, transition plans, training/workshop agendas/sign-in sheets,</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, District Academic Coordinator, PEIMS Coordinator, Campus Administrators</p>	<b>Formative</b>			<b>Summative</b>
	<b>Oct</b>	<b>Mar</b>	<b>June</b>	
				302
Strategy 5 Details	Reviews			
<p><b>Strategy 5:</b> Provide services in the areas of informational literacy, inquiry, reading, digital learning, safe and nurturing environment, and leadership (TAC 33.021). Funding to library for general maintenance of library materials and library equipment. Funding to promote Reading Culture at the campus and community.</p> <p><b>Strategy's Expected Result/Impact:</b> Certified librarians and trained paraprofessionals will provide access to equitable resources and activities in various formats as tied to college, career, curriculum state standards and community.</p> <p><b>Staff Responsible for Monitoring:</b> Librarians, campus administrators, librarian aides, and instructional coaches.</p>	<b>Formative</b>			<b>Summative</b>
	<b>Oct</b>	<b>Mar</b>	<b>June</b>	

Strategy 6 Details	Reviews			
<p><b>Strategy 6:</b> Tornillo will provide a safe, inclusive, and supportive learning environment and address and respond to bullying, violence, and acts of hate. Provide support to students to address mental, behavioral, emotional, and physical health, and wellness needs, to include resources/materials, and training. Staff, Parent/Guardian, &amp; Student Awareness on Impact on Student Outcomes, Texas Ed. Code &amp; Texas Family Code.</p> <ul style="list-style-type: none"> <li>-PBIS/SEL Behavior Strategies</li> <li>-Professional Development for staff on behavior techniques</li> <li>-Monitoring Attendance Daily, Weekly &amp; RTI/Attendance Committee Every 4 Weeks</li> <li>-Develop &amp; Progress Monitor Individual Plans -Parent Communication</li> <li>-Home Visits</li> <li>-Mentoring Program</li> <li>-Attendance Small Groups</li> <li>-Attendance incentives</li> </ul> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Attendance Officer, Program Coordinator, Campus Administrators, PEIMS Coordinator, Counselors, Parent Liaison, Campus Attendance/Stronger Connections Advisory Teams</p>	Formative			Summative
	Oct	Mar	June	

Strategy 7 Details	Reviews			
<p><b>Strategy 7:</b> Provide a safe, inclusive, and supportive learning environment and address and respond to bullying, violence, and acts of hate. Provide support to students, parents, faculty, and staff to address mental, behavioral, emotional, and physical health, and wellness needs to include resources/materials/supplies, professional development/training, Social and Emotional Contracted Services.</p> <p>Prevention Areas:</p> <ul style="list-style-type: none"> <li>-Reb Ribbon</li> <li>- Anti-Drug Awareness</li> <li>-Bullying [TEC 37.0832]</li> <li>-Cyber-bullying</li> <li>-Digital Citizenship</li> <li>_Positive Character Traits programs</li> <li>-Informed Trauma Care materials/conferences</li> <li>_SEL trainings/Conferences</li> <li>-Sexual abuse, sex trafficking, and other maltreatment of children</li> <li>-Violence prevention programs [TEC 11.252(3)(B)(iii)]</li> <li>-Substance abuse</li> <li>-Dating violence [TEC 37.0831]</li> <li>-Discipline management including unwanted physical or verbal aggression and sexual harassment [TEC 11.252(3)(E) and TEC 37.083(a)] -Conflict resolution programs [TEC 11.252(3)(B)(ii)] -Suicide prevention including a parental or guardian notification procedure [TEC 11.252(3)(B)(i)]</li> <li>-Social Emotional &amp; Mental Health programs</li> <li>-PBIS Training and Conferences</li> <li>-PBIS materials and supplies</li> <li>-SEL materials and supplies</li> <li>-Social Emotional Learning Motivational Speaker</li> <li>-Social Skills: Problem Solving, conflict resolution, anger management, substance abuse</li> <li>-Restorative Practices</li> <li>-Counseling sessions</li> <li>-Safety workshops/training and awareness</li> <li>-Mentoring program</li> <li>-Student Code of Conduct Awareness</li> </ul> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Attendance Officer, Program Coordinator, Campus Administrators, PEIMS Coordinator, Counselors, Parent Liaison, Campus Attendance/Stronger Connections Advisory Teams</p> <p><b>Funding Sources:</b> - 289 Title IV</p>	Formative			Summative
	Oct	Mar	June	
	304			

 No Progress
 Accomplished
 Continue/Modify
 Discontinue

**Goal 2:** Tornillo ISD will ensure that the percentage of seniors graduating College, Career, or Military ready will increase from 95% in 2024 to 100% by June 2029.

**Performance Objective 3:** Tornillo ISD will enhance its performance in English Language Proficiency, increasing the number of eligible indicators in the Closing the Gaps Domain from 0 in 2024 to 1 by 2029.


**High Priority**


**Evaluation Data Sources:** State & Federal Accountability Closing the Gap Domain, LSG Quarterly Progress Measure, TELPAS, LPAC Quarterly Monitoring

Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> Implement, Support, &amp; Progress Monitor the Dual Language One-Way/ESL Program Model as specified in DLI program effectiveness rubric:</p> <ul style="list-style-type: none"> <li>-Teacher Certification</li> <li>-Language Allocation</li> <li>-Program Duration</li> <li>-Program Language &amp; Literacy</li> <li>-Program Content</li> <li>-Program Culture</li> <li>-Acceleration of English Language Development</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Implementation will improve from an overall category score of 3 to 6-8 by MOY and 9-11 by EOY.</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Instructional Specialists, and Campus Administrators</p>	Formative			Summative
	Oct	Mar	June	
				305

Strategy 2 Details	Reviews			
<p><b>Strategy 2:</b> Instructional Design- Implement, Support, &amp; Progress Monitor Lesson Planning &amp; Curriculum:</p> <ul style="list-style-type: none"> <li>-Curriculum Standards</li> <li>-Lesson Objectives</li> <li>-Region 19 Staff Development</li> <li>-Internal Professional Development</li> <li>-Instructional staff will attend local, state, and national conferences in bilingual education best practices.</li> <li>-Language Usage</li> <li>-Differentiated Instruction &amp; Data Analysis,</li> <li>-Classroom Assessments</li> <li>-State Assessments &amp; Progress Monitoring</li> </ul> <p>Instructional Design-Implement, Support Purchases, &amp; Progress Monitor Methods and Resources:</p> <ul style="list-style-type: none"> <li>-Culturally Responsive Teaching</li> <li>-Content-Based Instruction</li> <li>-Authentic Bi-literacy Inst.</li> <li>-Resources to include materials for ELs</li> <li>-Educational Field Trips</li> <li>-Sheltered Methods: Communicated, Sequenced, &amp; Scaffolded</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Implementation will improve from an overall category score of 3 to 8 by MOY and 9-15 by EOY. Classroom/District Assessments, STAAR &amp; TELPAS results. LPAC &amp; RTI Student Quarterly Progress Monitoring. Monitoring of progress of Summit K-12 lessons. TEKS Academy Artifacts &amp; Lesson Planning, Walkthroughs, Instructional Rounds</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Instructional Specialists, Campus Administrators</p>	Formative			Summative
	Oct	Mar	June	
				306
Strategy 3 Details	Reviews			
<p><b>Strategy 3:</b> Identification and Placement, Implementation, Support Program &amp; Purchases, and Progress Monitor Accelerated and Transition for Bilingual/ESL Students:</p> <ul style="list-style-type: none"> <li>-K-1 LEP Extended Year Program</li> <li>-Headstart to Kinder Transition</li> <li>-Academic and Linguistic Acceleration</li> <li>-Testing Materials</li> <li>-Resources to run LPAC meetings</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Identification, placement, and reclassification testing materials to comply with LPAC requirements Improved student outcomes as progressed measured quarterly on campus/district assessments and annual state assessments. K-12 Summit to increase fluency in all areas of second language Extended day/week/year acceleration participation student attendance rosters. In school acceleration personnel (At-Risk Inst. Aides, Inst. Specialists) schedules. Scheduled transition activities for Headstart at EOY</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Instructional Specialists, Campus Administrators</p>	Formative			Summative
	Oct	Mar	June	

 No Progress

 Accomplished

 Continue/Modify

 Discontinue

**Goal 2:** Tornillo ISD will ensure that the percentage of seniors graduating College, Career, or Military ready will increase from 95% in 2024 to 100% by June 2029.


**Performance Objective 4:** Tornillo ISD will sustain its performance by continuing to meet all 4 indicators in the College, Career, and Military Readiness component of the Closing the Gaps Domain. The percentage of graduates that will meet the criteria for College, Career and Military Preparation (CCMR) will increase from 91% on August 2024 to 100% by August 2029


**Evaluation Data Sources:** State & Federal Accountability Closing the Gap Domain, PEIMS Snapshot, BOY CCMR Enrollment Numbers, End of semester/year earned certifications


Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> Integration of technology in instructional and administrative programs [TEC 11.252(a)(3)(D)]: Provide technology professional development, devices, infrastructure, and interactive instructional programs (licenses) to staff and students to provide the tools necessary to apply CTE blended teaching and learning program expectations. Provide on-going staff development for professional staff of the district [TEC 11.252(3)(F)] in CCMR fields of study, skill sets to lesson plan and deliver CCRS Standards based lessons, and improve teacher pedagogy in their respective field and skills sets.</p> <p><b>Strategy's Expected Result/Impact:</b> CTE Technology funding allocations and expenditures. Lesson Plan and walk-throughs indication of planned and applied technology devices and application/creation of programs/projects. Awarded Certifications Professional Development Sign-in Sheets, Certificates, Lesson Plans, Walk-Throughs, Instructional Rounds, Student artifacts indicative of application of CCRS, TTESS Compliance Officer, Instructional Specialists, Campus Administrators, CTE Coordinator, Counselors, College and Career Readiness Advisor</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Instructional Specialists, Campus Administrators, CTE Coordinator, Counselors</p>	Formative			Summative
	Oct	Mar	June	
				308


Strategy 2 Details	Reviews			
<p><b>Strategy 2:</b> Provide career education, training, and resources to assist students in developing the knowledge, skills, and competencies necessary for a broad range of career opportunities [TEC 11.252(3)(G)]: K-12th Grade</p> <ul style="list-style-type: none"> <li>-TSI Testing and Instructional Support</li> <li>-PLTW</li> <li>-Student program of study resource</li> <li>-CCMR District Wide Fairs</li> <li>-Fine Arts</li> <li>-Fine Arts equipment</li> <li>-Field Trips tied to TEKS Standards</li> <li>-Presenters</li> <li>-Pathways embedded practices and skills</li> <li>-Promotional Awareness Resources &amp; Materials</li> <li>-CCMR Goal Setting PK-12</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Meet the annual CCMR enrollment and certification goals, College/Career/Military culture./mindset, schedules, event calendars, classes</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Instructional Specialists, Campus Administrators, CTE Coordinator, Counselors, College and Career Readiness Advisor</p>	Formative			Summative
	Oct	Mar	June	
Strategy 3 Details	Reviews			
<p><b>Strategy 3:</b> Provide on-going sources of information in various platforms to junior high and high school students, teachers, counselors, and parents on higher education admissions and financial aid [TEC 11.252(c)(4)(A-D)]</p> <ul style="list-style-type: none"> <li>-FASFA Nights</li> <li>-Texas Grant Program</li> <li>-Scholarships</li> <li>-College Sign-Up Day</li> <li>-College/CTE Visits/Presenters</li> <li>-Military</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> 100% FASFA Completion, Scholarships Awarded, College/CTE/Military enrollment, and agendas/calendars of higher ed. presenters and/or campus visits, Sign in Sheets for parents/family/community engagement training's/information events</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Instructional Specialists, Campus Administrators, CTE Coordinator, Counselors, College and Career Readiness Advisor</p>	Formative			Summative
	Oct	Mar	June	309

Strategy 4 Details	Reviews			
<p><b>Strategy 4:</b> Prepare and support/guide students to make informed curriculum choices to be prepared for success beyond high school by promoting different types of College prep exams. Effective Advising Framework grant to support CCMR goals to include but not limited to counseling, college tours, test prep, technology, PD for counselors and CTE Coordinator.</p> <ul style="list-style-type: none"> <li>-CTE Certifications and Degrees</li> <li>-Dual Credit/Early College Associates Degree</li> <li>-Military</li> <li>-TSI</li> <li>-PSAT</li> <li>-SAT/ACT</li> <li>-Pre-AP/AP Classes</li> <li>-AVID</li> <li>-Textbooks/Early College</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Student Audit Cards, Number of student taking SAT/ACT exams, students enrolled in AVID/CTE/ ECHS/Dual Credit</p> <p><b>Staff Responsible for Monitoring:</b> Compliance Officer, Instructional Specialists, Campus Administrators, CTE Coordinator, Counselors, College and Career Readiness Advisor</p>	Formative			Summative
	Oct	Mar	June	

 No Progress

 Accomplished

 Continue/Modify

 Discontinue

**Goal 3:** Tornillo ISD in collaboration with the Board of Trustees will engage students, families, teachers/staff, and community members/partners in education in different platforms to carry out the district's vision towards achieving student outcome goals.





**Performance Objective 1:** Tornillo ISD will offer programs and activities to involve parents and family members, and seek meaningful consultation with parents. Reserve at least 1% of its Title I funds to support parent and family engagement activities; involve parents in deciding how to use those funds.

**High Priority**

**Evaluation Data Sources:** Event agendas, sign-in sheets

Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> -Purchase and implement scientifically research-based programs, electronic devices, materials, books, presentation equipment, and other resources in support of Parent Liaison activities meant to increase campus parental involvement.</p> <p>-To provide a variety of materials and training to help parents work with their children in different areas to include wellness, nutrition and academics.</p> <p><b>Strategy's Expected Result/Impact:</b> Parents will be educated with the latest in research-based information to help them make better educational decisions for their children</p> <p><b>Staff Responsible for Monitoring:</b> Parent Liaison, Compliance Director</p> <p><b>Funding Sources:</b> Parent Literacy Materials - 211 Title I, Part A Improving Basic Programs</p>	<b>Formative</b>			<b>Summative</b>
	<b>Oct</b>	<b>Mar</b>	<b>June</b>	
				311
Strategy 2 Details	Reviews			
<p><b>Strategy 2:</b> To build district and school's capacity to engage families to participate in social, cultural, and educational events to receive educational materials and learn how to use them to help students at home.</p> <p><b>Strategy's Expected Result/Impact:</b> Offer opportunities for parents to participate in school events such as coffee with the principal, Evening with the Superintendent, Grandparents celebration, regional parent involvement conference, district Special Programs Parent conference, local parent conferences, luminarias, Read Across Tornillo, district wide events, incentives for parent volunteers and student registration, etc. Tornillo ISD will offer a Parent Resource Center within the district's facilities.</p> <p><b>Staff Responsible for Monitoring:</b> Parent Liaison, District Administrators, Compliance Director</p> <p><b>Funding Sources:</b> - 211 Title I, Part A Improving Basic Programs</p>	<b>Formative</b>			<b>Summative</b>
	<b>Oct</b>	<b>Mar</b>	<b>June</b>	





Strategy 3 Details	Reviews			
<p><b>Strategy 3:</b> Continue working in partnership with different community partners to include, but not limited to, GED, English classes, Adult Ed, Technology classes, community service providers and community resources. An after school program will be offered to all students.</p> <p><b>Strategy's Expected Result/Impact:</b> Offer opportunities for parents to improve their quality of life to increase their potential to support their children's education.</p> <p><b>Staff Responsible for Monitoring:</b> Parent Liaison, Compliance Director</p>	Formative			Summative
	Oct	Mar	June	

 No Progress     
  Accomplished     
  Continue/Modify     
  Discontinue

**Goal 3:** Tornillo ISD in collaboration with the Board of Trustees will engage students, families, teachers/staff, and community members/partners in education in different platforms to carry out the district's vision towards achieving student outcome goals.

**Performance Objective 2:** Tornillo ISD will build capacity for parental involvement.

Strategy 1 Details	Reviews			
<p><b>Strategy 1:</b> Tornillo ISD will build capacity for parental involvement by:</p> <ul style="list-style-type: none"> <li>-Tornillo ISD will offer relevant information to assist parents understanding the the education system and the state standards and how to support their children's achievement.</li> <li>-Provide information to teachers, principals, and other staff members, with the assistance of parents, in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and schools.</li> <li>-Use multiple and appropriate methods of communication and engagement to reach all stakeholders to gain meaningful input, participation, partnerships and shared responsibilities for student success. To keep stakeholders informed about improvement plans and expenses in both English and Spanish.</li> <li>-Parent Liaison will coordinate with other Federal and State programs, including preschool programs to reach out to every parent subpopulation in the district.</li> <li>-Tornillo ISD will offer programs and activities to involve parents and family members, and seek meaningful consultation with parents.</li> <li>-All campus communication will be sent home in the appropriate language to the degree possible.</li> <li>-Tornillo ISD will seek meaningful consultation with parents, to include developing along/evaluate a written parent and family engagement policy.</li> </ul> <p><b>Strategy's Expected Result/Impact:</b> Parent will learn how to read and understand the state standards. They will be provided with strategies on how to support their children in areas of need.</p> <p><b>Staff Responsible for Monitoring:</b> Campus Administrators, Parent Liaison, Instructional Team.</p> <p><b>Funding Sources:</b> - 211 Title I, Part A Improving Basic Programs</p>	Formative			Summative
	Oct	Mar	June	
				313

 No Progress
 Accomplished
 Continue/Modify
 Discontinue

# Assurances

## Statutorily Required Assurances

The LEA Plan must include assurances that the LEA will:

1. Ensure migratory children and formerly migratory children eligible to receive services are selected to receive services on the same basis as other children [Section 1112(c)(1)].
2. Provide services to eligible children attending private schools in accordance with section 1117, and timely and meaningful consultation with private school officials [Section 1112(c)(2)].
3. Participate, if selected, in the National Assessment of Educational Progress in reading and math in grades 4 and 8 [Section 1112(c)(3)].
4. Coordinate and integrate services with other English learners, children with disabilities, migratory children, American Indian, Alaska Native, and Native Hawaiian children, and homeless children and youths to increase program effectiveness, eliminate duplication, and reduce fragmentation [Section 1112(c)(4)].
5. Collaborate with State or local child welfare agency to—
  - Designate a point of contact if the corresponding child welfare notifies the LEA, in writing, that the agency has designated an employee to serve as a point of contact for the LEA;
  - Develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin (when in their best interest) will be provided, arranged, and funded for the duration of the time in foster care. [Section 1112(c)(5)]. (For details of what these procedures must ensure, see Children in Foster Care.)
6. Ensure all teachers and paraprofessionals working in Title I, Part A, supported programs meet applicable State certification and licensure requirements [Section 1112(c)(6)].
7. For LEAs using Title I, Part A funds to provide early childhood education services to low-income children, ensure that services comply with performance standards of the Head Start Act [Section 1112(c)(7)].
8. Notify the parents of each student attending any school receiving Title I, Part A funds of the Parents' Right-To-Know [Section 1112(e)(1)].
9. Notify the parents of each student attending any school receiving Title I, Part A funds of Testing Transparency [Section 1112(e)(2)].
10. Implement an effective means of outreach to parents of English learners [Section 1112(e)(3)(C)].

**Signature indicates the 10 assurances are included in the LEA Plan** Signature of Assurance

# District Funding Summary

181 Extra Curricular Activities					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
199 General Fund					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
199: PIC 11 Instructional					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
199: PIC 21 State Gifted & Talented					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
2	1	5			\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
199: PIC 22 State Career & Technical Education (CT)					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00

315

**199: PIC 22 State Career & Technical Education (CT)**

Goal	Objective	Strategy	Resources Needed	Account Code	Amount
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00

**199: PIC 23 State Special Education (Sp Ed)**

Goal	Objective	Strategy	Resources Needed	Account Code	Amount
2	1	1			\$0.00
2	1	6			\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00

**199: PIC 28 DAEP**

Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00

**199: PIC 30 State Compensatory Education (SCE)**

Goal	Objective	Strategy	Resources Needed	Account Code	Amount
2	1	8	Salaries		\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00

**199: PIC 25 State Bilingual/ESL**

Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00

**211 Title I, Part A Improving Basic Programs**

Goal	Objective	Strategy	Resources Needed	Account Code	Amount
3	1	1	Parent Literacy Materials		\$0.00

**211 Title I, Part A Improving Basic Programs**

Goal	Objective	Strategy	Resources Needed	Account Code	Amount
3	1	2			\$0.00
3	2	1			\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00

**212 Title I, Part C Migrant Education**

Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00

**224 IDEA B, Formula SpEd**

Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00317
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00

**225 IDEA B, Preschool SpEd**

Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00

**244 Perkins Career & Technical Education**

Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00

255 Title II, Part A, TPTR					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
263 Title III, LEP					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
289 Title IV					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
2	2	7			\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
461 Campus Activity Funds					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
270 Title V, RLIS					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00

480: PLTW/Other					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
199: PIC 36 Early Education					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
199: PIC 37 Dyslexia					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
199: PIC 38 CCMR					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
199: PIC 99 Undistributed					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00

School Action Funding/211					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
429: Blended Learning					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
429:Strong Foundation Implementation. Opt. A and C					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
1	9	1			\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
429: Lazo Math					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$1,000.00
<b>+/- Difference</b>					\$1,000.00
429: Tech Lending Grant					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$85,000.00
<b>+/- Difference</b>					\$85,000.00

244: Effective Advisory Framework Grant					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$120,000.00
<b>+/- Difference</b>					\$120,000.00
429: Computer Science Principles					
Goal	Objective	Strategy	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Fund Source Amount</b>					\$16,000.00
<b>+/- Difference</b>					\$16,000.00
<b>Grand Total Budgeted</b>					\$249,000.00
<b>Grand Total Spent</b>					\$0.00
<b>+/- Difference</b>					\$249,000.00

***Special Education Department***

19200 Cobb Avenue

PO Box 170

Tornillo, TX 79853

Phone 915.765.3041

Fax 915.765.3099

# MEMORANDUM

TO: BOARD OF TRUSTEES  
FROM: TORNILLO INDEPENDENT SCHOOL DISTRICT SPECIAL EDUCATION DEPARTMENT  
SUBJECT: CONTRACTS FOR PROVIDERS OF SPECIAL EDUCATION RELATED SERVICES AND ATTORNEY RETAINMENT  
DATE: 08/27/2025

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**HISTORY:**

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

**RATIONALE:**

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

**BUDGET IMPACT:**

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

**ADMINISTRATIVE RECOMMENDATION:**

At this time, the Administration is recommending that the following Special Education Professional Service Contracts for the 2025-2026 school year be approved:

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

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

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



**WALSH GALLEGOS**  
KYLE ROBINSON & ROALSON P.C.

August 4, 2025

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

RE: Renewal of Membership in Walsh Gallegos' Retainer Program

Dear Ms. Vega-Barrio:

It is our privilege to serve Tornillo Independent School District through the Walsh Gallegos Retainer Program. The District's membership is up for renewal on September 1, 2025, and so enclosed you will find our Legal Services Retainer Agreement. If the District chooses to continue its membership, please sign and return the agreement. The invoice for the renewal will be sent on or around 9/1/2025 with your regular monthly statement so there is no need to send a check with the signed agreement. This program includes the following valuable benefits for just \$1,000.00 per year:

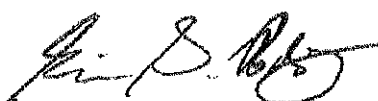
- No-charge telephone consultation on day-to-day general and special education matters with attorneys in any of our offices,
- Reduced rates for legal work,
- Reduced fees for inservices,
- Reduced rates for practical Walsh Gallegos products such as the web-based Student Code of Conduct, The Legal Guide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

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

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

We look forward to receiving your signed contract. In the meantime, please remember that you can call any of our offices and speak with the attorney of your choice to get the guidance you need, when you need it. I am pleased to be your shareholder contact regarding the retainer program. Should you have any questions about the Retainer Agreement or wish to reach me directly, please contact me at (800) 232-9169.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric G. Rodriguez", written in a cursive style.

Eric G. Rodriguez

EGR/glo  
Enclosures

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



**WALSH GALLEGOS**  
KYLE ROBINSON & ROALSON P.C.

**LEGAL SERVICES RETAINER AGREEMENT  
FOR TORNILLO INDEPENDENT SCHOOL DISTRICT**

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

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.
8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
11. Confidential Relationship: All information furnished by the District to Law Firm hereunder, including their respective agents, and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the District may be used by Law Firm only in connection with the Services. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this Agreement. All Confidential Information made available hereunder, including copies thereof, shall be returned in accordance with Law Firm's File Retention Policy or request by the District, whichever occurs first. The restrictions set forth in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not

subject to a duty of confidentiality, or is required to be disclosed pursuant to law or legal process.

12. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).
  
13. Generative AI: While representing District, Law Firm may use generative AI tools and technology like Westlaw to assist in legal research, document drafting and other legal tasks. This technology enables us to provide more efficient and cost-effective legal services. However, it is important to note that while generative AI can enhance Law Firm's work, it is not a substitute for the expertise and judgment of Law Firm's attorneys. Law Firm will exercise professional judgment in using AI-generated content and ensure its accuracy and appropriateness in your specific matters. By entering into this agreement, District understands and agrees to Law Firm's use of AI-assisted applications, including Law Firm's limited, supervised use of those tools to process certain confidential information under Law Firm's continuing monitoring to reasonably protect the confidentiality of all information.

TORNILLO INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

WALSH GALLEGOS KYLE ROBINSON & ROALSON P.C.



By: \_\_\_\_\_

Joe A. De Los Santos  
Managing Shareholder

8/1/2025

(Date)

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

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

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

### **I. OUR LEGAL SYSTEM**

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

### **II. LAWYER TO CLIENT**

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

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

### III. LAWYER TO LAWYER

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

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

#### IV. LAWYER AND JUDGE

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



**WALSH GALLEGOS**  
KYLE ROBINSON & ROALSON P.C.

## Program for EFT/ACH Payments

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

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

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

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



**WALSH GALLEGOS**  
KYLE ROBINSON & ROALSON P.C.

## **File Retention Policy**

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

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

For more information about our File Retention Policy please contact Vicki Limon at [vlimon@wabsa.com](mailto:vlimon@wabsa.com) or by calling 512.454.6864.

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



**WALSH GALLEGOS**  
KYLE ROBINSON & ROALSON P.C.

**FEE SCHEDULE AS OF JULY 16, 2025  
LEGAL SERVICES RETAINER AGREEMENT**

**For Retainer Program Clients**

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

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

An hourly rate of \$265/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$340/hour for associates licensed over two years, or \$360/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

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

**For Non-retainer Program Clients**

An hourly rate of \$265/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$360/hour for associates licensed over two years, or \$380/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

**The above rates are subject to change at any time.**



## BENEFITS OF THE RETAINER PROGRAM

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

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

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

2. **REDUCED RATES FOR ADDITIONAL LEGAL WORK:** The District receives reduced hourly rates for additional works that goes beyond the initial general telephone consultations, such as analyzing documents, writing opinion letters, attending school board meetings, or follow up phone consultations. Though the hourly rates are reduced for retainer clients, any actual expenses (copy costs or mileage, for example) incurred by the law firm in providing such additional work are charged.
3. **FREE SUBSCRIPTIONS TO FIRM PUBLICATIONS:** Membership in the Walsh Gallegos Retainer Program also entitles the District to receive free subscriptions to both of the firm's newsletters:
  - (1) the informative bi-monthly newsletter "*Time Out with Walsh Gallegos*" that provides timely reminders and practical suggestions about general education law issues arising throughout the school year, and
  - (2) the monthly publication "*This Just In*" which addresses legal issues specific to the special needs of students with disabilities
4. **E-MAIL UPDATES:** As another benefit of the Retainer Program, Walsh Gallegos sends periodic e-mail updates to you (and to any other District personnel or trustees you designate) to help

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

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

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

5. **REDUCED RATES ON ALL WALSH GALLEGOS INSERVICES:** Our Retainer Program members also receive reduced rates on all inservices presented at the District. Our up-to-date training programs are presented by attorneys with firsthand experience and knowledge about the current legal issues confronting Texas school districts. Our retainer clients also receive priority scheduling for inservice training.
6. **REDUCED RATES ON ALL WALSH GALLEGOS PRODUCTS:** To assist clients in their day-to-day operations, we have developed several practical products to save you time and head off potential problems during the school year. These products are easy to navigate, written in plain language, and are full of useful suggestions. As a member of the Retainer Program, clients receive reduced rates on these helpful tools, including:
  - Interactive Student Code of Conduct
  - Discipline Guide for DAEP & Expulsion
  - Administrator's Anti-Bullying Toolkit
  - Sexual Harassment Investigation Guide
  - Operating Guidelines for Cameras in Special Education Settings
7. **ONE FREE ON-DEMAND WEBINAR:** Our retainer clients are also eligible for one free On-Demand webinar of the District's choice, to be selected from our published webinar schedule. Our On-Demand webinars provide excellent training for school administrators without having to leave the district.



### TORNILLO ISD E-MAIL UPDATE FORM

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

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

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

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

**VIA FAX**  
(512) 467-9318

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

**VIA E-MAIL**  
[info@wabsa.com](mailto:info@wabsa.com)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Walsh Gallegos Kyle Robinson & Roalson P.C., or just Walsh Gallegos  
Austin, TX United States

Certificate Number:  
2025-1336973

Date Filed:  
07/15/2025

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

Tornillo Independent School District

Date Acknowledged:

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

28264  
Legal Services Retainer Agreement

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

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

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

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

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

Executed in Travis County, State of Texas, on the 15th day of July, 20 25.  
(month) (year)



**Joe De Los Santos, Managing Shareholder**

Signature of authorized agent of contracting business entity  
(Declarant)



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

### **PROFESSIONAL SERVICES AGREEMENT**

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

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

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

1. During the period beginning September 01, 2025 and ending August 31, 2026, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

**Description of Services:**

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

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 for the **sum of \$600 total for Student Evaluations and a maximum of \$200 per ARD participation including but not limited to paperwork and ARD participation.** for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and



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

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

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

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

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the



Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
  
5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.



6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:
  - (a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.
  - (b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.
9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under



applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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



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

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



Ann Morales  
Ann Morales (Aug 12, 2025 12:07:53 MDT)

LSSP

Aug 12, 2025

Contractor

Title

Date

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

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date


# 25-26- Ann Morales

Final Audit Report

2025-08-12

Created:	2025-08-12
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAgBo_DyLh0ku450IPm8u3HINOEaQA1uH2

## "25-26- Ann Morales" History

-  Document created by Anna Brew (brewa@tisd.us)  
2025-08-12 - 5:45:02 PM GMT
-  Document emailed to Ann Morales (dandymorales@hotmail.com) for signature  
2025-08-12 - 5:45:51 PM GMT
-  Email viewed by Ann Morales (dandymorales@hotmail.com)  
2025-08-12 - 6:07:29 PM GMT
-  Document e-signed by Ann Morales (dandymorales@hotmail.com)  
Signature Date: 2025-08-12 - 6:07:53 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-12 - 6:07:53 PM GMT



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

### **PROFESSIONAL SERVICES AGREEMENT**

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

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

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

1. During the period beginning September 01, 2025 and ending August 31, 2026, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

**Description of Services:**

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

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 for \$ 110 maximum per hour for any related services rendered and agreed upon to include but not limited to VI teacher services that include ARD participations and Evaluations for a total flat rate of \$500 total for evaluations. Time should not exceed IEP time and the 30 minute maximum of consecutive consultative time for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. All services are at will and are to be on an "as needed" basis. The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary. The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of



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

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

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

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

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



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

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
  
5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.



6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:
  - (a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.
  - (b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.
9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the



District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.
11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.
12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.
13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.
14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.
17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.



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

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



*Roxanne Franco*

Roxanne Franco (Aug 11, 2025 14:00:16 MDT)

Contractor

Owner

Title

Aug 11, 2025

Date

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

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date




# 25-26- xspedite

Final Audit Report

2025-08-11

Created:	2025-08-11
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA92AdQ8LApouimkYTwez1d93j5wFRoh56O

## "25-26- xspedite" History

-  Document created by Anna Brew (brewa@tisd.us)  
2025-08-11 - 7:54:50 PM GMT
-  Document emailed to Roxanne Franco (rfranco@xspedite.com) for signature  
2025-08-11 - 7:55:35 PM GMT
-  Email viewed by Roxanne Franco (rfranco@xspedite.com)  
2025-08-11 - 7:56:23 PM GMT
-  Document e-signed by Roxanne Franco (rfranco@xspedite.com)  
Signature Date: 2025-08-11 - 8:00:16 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-11 - 8:00:16 PM GMT



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

### **PROFESSIONAL SERVICES AGREEMENT**

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

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

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

1. During the period beginning September 01, 2025 and ending August 31, 2026, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

**Description of Services:**

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

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 for the **sum of \$50 per hour of direct therapy services as a COTA to include but not limited to direct student therapy and documentation** for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the



compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. **Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to \_\_\_\_\_ percent ( %) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.**

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

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

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the



compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.



7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:
- (a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.
- (b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.
9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would



be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.
11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.
12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.
13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.
14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.
17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

**NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR**



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

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

  
Mark Porras (Aug 12, 2025 09:14:00 MDT)

COTA

Aug 12, 2025



**Contractor**

**Title**

**Date**

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

\_\_\_\_\_

**Superintendent**

\_\_\_\_\_

**Date**







# 25-26- Mark Porras

Final Audit Report

2025-08-12

Created:	2025-08-11
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0Bp6cjTSH78cWWx4O7dc7EpTawCWOrpK

## "25-26- Mark Porras" History

-  Document created by Anna Brew (brewa@tisd.us)  
2025-08-11 - 8:13:13 PM GMT
-  Document emailed to ttrubblue31@icloud.com for signature  
2025-08-11 - 8:13:47 PM GMT
-  Email viewed by ttrubblue31@icloud.com  
2025-08-12 - 6:00:29 AM GMT
-  Signer ttrubblue31@icloud.com entered name at signing as Mark Porras  
2025-08-12 - 3:13:58 PM GMT
-  Document e-signed by Mark Porras (ttrubblue31@icloud.com)  
Signature Date: 2025-08-12 - 3:14:00 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-12 - 3:14:00 PM GMT



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

### **PROFESSIONAL SERVICES AGREEMENT**

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

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

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

1. During the period beginning September 01, 2025 and ending August 31, 2026, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

**Description of Services:**

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

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 for the **sum of \$200 flat fee for student evaluations of OT therapy and a maximum of \$100 total for services to include ARD paperwork, ARD attendance, PLAAFP, G&O updates etc. and/or \$80 total per hour for any related services provided, supervision of COTA as well as a for a flat fee of an hour for travel allowance** for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and



all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to \_\_\_\_\_ percent ( %) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.

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

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

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how



the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
  
5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.



6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:
  - (a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.
  - (b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.
9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the



District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.
11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.
12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.
13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.
14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.
17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.



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

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



*Nancy Menjivar*

Nancy Menjivar (Aug 13, 2025 17:25:28 MDT)

**Contractor**

Occupational Therapist

**Title**

Aug 13, 2025

**Date**

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

\_\_\_\_\_

**Superintendent**

\_\_\_\_\_

**Date**







# 25-26- Nancy Menjivar

Final Audit Report

2025-08-13

Created:	2025-08-11
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAARNQq3dekVh_xEIJG2v-JZLKreu-ik9u

## "25-26- Nancy Menjivar" History

-  Document created by Anna Brew (brewa@tisd.us)  
2025-08-11 - 8:12:08 PM GMT
-  Document emailed to nancy.m15@yahoo.com for signature  
2025-08-11 - 8:12:46 PM GMT
-  Email viewed by nancy.m15@yahoo.com  
2025-08-13 - 11:18:50 PM GMT
-  Signer nancy.m15@yahoo.com entered name at signing as Nancy Menjivar  
2025-08-13 - 11:25:26 PM GMT
-  Document e-signed by Nancy Menjivar (nancy.m15@yahoo.com)  
Signature Date: 2025-08-13 - 11:25:28 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-13 - 11:25:28 PM GMT



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

### **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and Yvette Sierra whose contract number is 202501 (hereinafter the "Contractor").

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

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

1. During the period beginning September 01, 2025 and ending August 31, 2026, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

**Description of Services:**

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

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 for **\$400 per day/ \$50 an hour. This will be a maximum of 11 hours per week to include SLPA supervision, ARD participation and completed paperwork, Initial and Re Evaluations including paperwork and ARD meeting within the allotted time of maximum 11 hours. 8 hours per week will be the expected normal time frame. The District will not pay per hour for administrative duties and tasks. Time should not exceed IEP time and the 30 minute maximum of consecutive consultative time for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. All services are at will and are to be on an "as needed" basis. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and



all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. **Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to \_\_\_\_\_ percent ( %) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.**

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

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

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how



the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
  
5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.



6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:
  - (a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.
  - (b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.
9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the



District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.
11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.
12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.
13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.
14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.
17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.



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

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



  
Watte Sierra (Aug 14, 2025 15:11:35 MDT)

**Contractor**

Speech Language Pathologist

**Title**

Aug 14, 2025

**Date**

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

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Date**






# 25-26 Sierra

Final Audit Report

2025-08-14

Created:	2025-08-14
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM-dg6Tm2-Oa_X_gD_brAc7xVEXJGOQp_

## "25-26 Sierra" History

-  Document created by Anna Brew (brewa@tisd.us)  
2025-08-14 - 9:04:30 PM GMT
-  Document emailed to Yvette Sierra (yduchene@yahoo.com) for signature  
2025-08-14 - 9:05:16 PM GMT
-  Email viewed by Yvette Sierra (yduchene@yahoo.com)  
2025-08-14 - 9:08:17 PM GMT
-  Document e-signed by Yvette Sierra (yduchene@yahoo.com)  
Signature Date: 2025-08-14 - 9:11:35 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-14 - 9:11:35 PM GMT



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

### **PROFESSIONAL SERVICES AGREEMENT**

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

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

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

1. During the period beginning **September 01, 2025** and ending **August 31, 2026**, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

**Description of Services:**

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

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



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

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

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

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

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



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

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
  
5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.



6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:
  - (a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.
  - (b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.
9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the



District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.
11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.
12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.
13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.
14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.
17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.



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

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



Hector Zavaleta

Hector Zavaleta (Aug 18, 2025 18:06:38 MDT)

**Contractor**

Owner

**Title**

Aug 18, 2025

**Date**

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

\_\_\_\_\_

**Superintendent**

\_\_\_\_\_

**Date**







# 25-26- RGTG

Final Audit Report

2025-08-19

Created:	2025-08-11
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMKvfoWqwns8TpBWocl89qbgrijN77kMq

## "25-26- RGTG" History

-  Document created by Anna Brew (brewa@tisd.us)  
2025-08-11 - 7:57:25 PM GMT
-  Document emailed to Hector Zavaleta (hzavaleta@rgstg.com) for signature  
2025-08-11 - 8:09:05 PM GMT
-  Email viewed by Hector Zavaleta (hzavaleta@rgstg.com)  
2025-08-19 - 0:05:17 AM GMT
-  New document URL requested by Hector Zavaleta (hzavaleta@rgstg.com)  
2025-08-19 - 0:05:24 AM GMT
-  Document e-signed by Hector Zavaleta (hzavaleta@rgstg.com)  
Signature Date: 2025-08-19 - 0:06:38 AM GMT - Time Source: server
-  Agreement completed.  
2025-08-19 - 0:06:38 AM GMT



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

### **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and H2A Consulting LLC whose contract number is 20241 (hereinafter the "Contractor").

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

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

1. During the period beginning September 01, 2025 and ending August 31, 2026, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

**Description of Services:**

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

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 for \$550 flat rate per month for all DHH students' to include all direct services and consultative services, ARD participation, and documentation. ARD's paperwork and ARD participation will not be billed separately or per hour. \$200 flat rate for all initial and Re Evaluations, and an additional \$175 per month for any new student that qualifies for student services. Computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. All services are at will and are to be on an "as needed" basis.



**The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. **Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to \_\_\_\_\_ percent ( %) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.**

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

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

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



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

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
  
5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law



or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:
  - (a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.
  - (b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.
9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be



approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

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

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

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

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

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

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

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

17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract



shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

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



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

  
Lindsay Stapani (Aug 18, 2025 16:01:32 MDT)

**Contractor**

DHH itinerant services

**Title**

Aug 18, 2025

**Date**

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

\_\_\_\_\_  
**Superintendent**

\_\_\_\_\_  
**Date**







# 25-26- H2A

Final Audit Report

2025-08-18

Created:	2025-08-18
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0MiYo39X-PmQG44X8UrMkWFENIOgpMKq

## "25-26- H2A" History

-  Document created by Anna Brew (brewa@tisd.us)  
2025-08-18 - 7:27:35 PM GMT
-  Document emailed to stopani.h2aconsulting@gmail.com for signature  
2025-08-18 - 7:28:38 PM GMT
-  Email viewed by stopani.h2aconsulting@gmail.com  
2025-08-18 - 9:57:17 PM GMT
-  Signer stopani.h2aconsulting@gmail.com entered name at signing as Lindsey Stopani  
2025-08-18 - 10:01:30 PM GMT
-  Document e-signed by Lindsey Stopani (stopani.h2aconsulting@gmail.com)  
Signature Date: 2025-08-18 - 10:01:32 PM GMT - Time Source: server
-  Agreement completed.  
2025-08-18 - 10:01:32 PM GMT



# MEMORANDUM

To:  
From:  
Subject:  
Date:

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**HISTORY:**

**RATIONALE:**

**BUDGET IMPACT:**

**ADMINISTRATIVE RECOMMENDATION:**



**Board of Trustees Calendar of Meetings Dates  
 2025 – 2026**

<b>Date</b>	<b>Location</b>	<b>Time</b>	<b>Type</b>	<b>Notes</b>
Wednesday, August 27, 2025	W.E. Neil Building	5:30 PM	Regular	
Wednesday, September 24, 2025 to Wednesday, October 1, 2025	W.E. Neil Building	5:30 PM	Regular	
Wednesday, October 29, 2025	W.E. Neil Building	5:30 PM	Regular	
Wednesday, November 19, 2025	W.E. Neil Building	5:30 PM	Regular	
Wednesday, January 28, 2026 to Wednesday, January 21, 2026	W.E. Neil Building	5:30 PM	Regular	
Wednesday, February 25, 2026	W.E. Neil Building	5:30 PM	Regular	
Wednesday, March 25, 2026	W.E. Neil Building	5:30 PM	Regular	
Wednesday, April 29, 2026	W.E. Neil Building	5:30 PM	Regular	Formative Evaluation of Superintendent
Wednesday, May 27, 2026	W.E. Neil Building	5:30 PM	Regular	
Wednesday, June 17, 2026	W.E. Neil Building	5:30 PM	Regular	
Wednesday, July 29, 2026	W.E. Neil Building	5:30 PM	Regular	

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



# MEMORANDUM

**To:** Board of Trustees  
**From:** Tornillo ISD curriculum  
**Subject:** Sale and Disposal of instructional Materials  
**Date:** August 20, 2025

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## **RATIONALE:**

In accordance with Texas Education Code (TEC), §31.105 The board of trustees of a school district may dispose of printed instructional materials if the board of trustees or governing body determines that the instructional material is not needed by the district or school and the board of trustees or governing body does not reasonably expect that the instructional material will be needed.

Additionally, the board of trustees of a school district or governing body shall determine how the district or school will dispose of these printed instructional materials.

## **BUDGET IMPACT:**

None. However, any funds received from the sale of instructional materials should be spent on the purchase of instructional materials and technological equipment approved by the state.

## **ADMINISTRATIVE RECOMMENDATION:**

Tornillo ISD curriculum is recommending the Board of Trustees approve the sale and disposal of unused and out of adoption instructional materials from Tornillo Intermediate School.

ISBN	Title	Quantity Available
978-1-63642-865-9	EM TEKS SUCCEES G3 MODS 5-6	30
978-1-63642-866-6	EM TEKS SUCCEES G3 MOD 7	22
978-1-63642-867-3	EM TEKS TEACHER G3 MOD 1	3
978-1-63642-868-0	EM TEKS TEACHER G3 MOD 2	3
978-1-63642-869-7	EM TEKS TEACHER G3 MOD 3	3
978-1-63642-870-3	EM TEKS TEACHER G3 MOD 4	3
978-1-63642-871-0	EM TEKS TEACHER G3 MOD 5	3
978-1-63642-872-7	EM TEKS TEACHER G3 MOD 6	3
978-1-63642-874-1	EM TEKS PRACTICE G4 MODS 1-2	18
978-1-63642-875-8	EM TEKS PRACTICE G4 MOD 3	24
978-1-63642-876-5	EM TEKS PRACTICE G4 MOD 5	50
978-1-63642-877-2	EM TEKS PRACTICE G4 MODS 6-7	44
978-1-63642-878-9	TEKS LEARN G4 MODS 1-2	23
978-1-63642-879-6	TEKS LEARN G4 MOD 3	18
978-1-63642-880-2	TEKS LEARN G4 MOD 4	27
978-1-63642-882-6	TEKS LEARN G4 MODS 6-7	33
978-1-63642-883-3	EM TEKS SUCCEED G4 MODS 1-2	31
978-1-63642-884-0	EM TEKS SUCCEED G4 MOD 3	20
978-1-63642-885-7	EM TEKS SUCCEED G4 MODS 4-5	19
978-1-63642-886-4	EM TEKS SUCCEED G4 MODS 6-7	41
978-1-63642-88-9	TEKS LEARN G4 MOD 5	21
978-1-63642-893-2	EM TEKS PRACTICE G5 MODS 1-2	23
978-1-63642-894-9	EM TEKS PRACTICE G5 MODS 3-4	22
978-1-63642-895-6	EM TEKS PRACTICE G5 MOD 5	20
978-1-63642-896-3	EM TEKS PRACTICE G5 MOD 6	22
978-1-63642-897-0	EM TEKS LEARN G5 MODS 1-2	23
978-1-63642-898-7	EM TEKS LEARN G5 MODS 3-4	22
978-1-63642-899-4	EM TEKS LEARN G5 MOD 5	18
978-1-63642-900-7	EM TEKS LEARN G5 MOD 6	18
978-1-63642-901-4	EM TEKS SUCCEED G5 Mods 1-2	9
978-1-63642-902-1	EM TEKS SUCCEED G5 Mods 3-4	11
978-1-63642-903-8	EM TEKS SUCCEED G5 Mod 5	12
978-1-63642-904-5	EM TEKS SUCCEED G5 Mod 6	11
978-1-63642-914-4	EM TEKS G3 TEACHER BUNDLE MODS 1-7	3
978-1-64929-776-1	EM ESP G3 PRACTICE WKBK TEKS MODS 1-3	5
978-1-64929-778-5	EM ESP G3 PRACTICE WKBK TEKS MODS 5-6	6
978-1-64929-779-2	EM ESP G3 PRACTICE WKBK TEKS MOD 7	5
978-1-64929-780-8	ESP EM GH3 LEARN WKBK TEKS MODS 1-2	5
978-1-64929-781-5	ESP EM GH3 LEARN WKBK TEKS MODS 3-4	5
978-1-64929-782-2	ESP EM GH3 LEARN WKBK TEKS MODS 5-6	5
978-1-64929-783-9	ESP EM GH3 LEARN WKBK TEKS MOD 7	4
978-1-64929-784-6	EM ESP G3 SUCCEED WKBK TEKS MODS 1-2	5
978-1-64929-785-3	EM ESP G3 SUCCEED WKBK TEKS MODS 3-4	13
978-1-64929-786-0	EM ESP G3 SUCCEED WKBK TEKS MODS 5-6	11
978-1-64929-787-7	EM ESP G3 SUCCEED WKBK TEKS MOD 7	11
978-1-64929-788-4	EM ESP G3 TEACHER TEKS MOD 1	1

ISBN	Title	Quantity Available
978-1-64929-789-1	EM ESP G3 TEACHER TEKS MOD 2	1
978-1-64929-790-7	EM ESP G3 TEACHER TEKS MOD 3	1
978-1-64929-791-4	EM ESP G3 TEACHER TEKS MOD 4	1
978-1-64929-792-1	EM ESP G3 TEACHER TEKS MOD 5	1
978-1-64929-793-8	EM ESP G3 TEACHER TEKS MOD 6	1
978-1-64929-794-5	EM ESP G3 TEACHER TEKS MOD 7	8
978-1-64929-796-9	EM ESP G4 PRACTICE WKBK TEKS MOD 3	8
978-1-64929-797-6	EM ESP G4 PRACTICE WKBK TEKS MOD 5	7
978-1-64929-798-3	EM ESP G4 PRACTICE WKBK TEKS MODS 6-7	7
978-1-64929-799-0	ESP EM G4 LEARN WKBK TEKS MODS 1-2	4
978-1-64929-800-3	ESP EM G4 LEARN WKBK TEKS MOD 3	18
978-1-64929-801-0	ESP EM G4 LEARN WKBK TEKS MOD 4	24
978-1-64929-801-7	ESP EM G4 LEARN WKBK TEKS MOD 5	24
978-1-64929-803-4	ESP EM G4 LEARN WKBK TEKS MODS 6-7	28
978-1-64929-804-1	EM ESP G4 SUCCEED WKBK TEKS MODS 1-2	31
978-1-64929-805-8	EM ESP G4 SUCCEED WKBK TEKS MOD 3	31
978-1-64929-806-5	EM ESP G4 SUCCEED WKBK TEKS MODS 4-5	31
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