Agenda of AMENDED Regular Meeting

The Board of Trustees
San Elizario ISD: A Proud Community of Champions – Soaring to Excellence!

A AMENDED Regular Meeting of the Board of Trustees of San Elizario ISD will be held in person on Wednesday, August 14, 2024, beginning at 5:30 PM SEISD Administration Office, 1050 Chicken Ranch Road, San Elizario, TX 79849.

Although one or more board members may participate by videoconference call, a quorum of the Board of Trustees will be physically present at this location for purposes of this meeting and in conformance with the Texas Open Meetings Act. One or more of the vendors being considered at this meeting may appear through video conference call / Microsoft Teams / Zoom. Any such presentation will be visible and audible to anyone attending the open meeting.

Members of the public who desire to address the board regarding an item on this agenda must comply with the following registration procedures: Public comments may be submitted to acardonajr@seisd.net at any time prior to the board meeting time.

Public comment shall occur at the beginning of the meeting and shall follow all other requirements and limitations under SEISD Board Policy BED (Local).

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this meeting notice. 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agenda shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration.

1. **GENERAL FUNCTIONS**
   Mr. Eduardo Chavez, Board President
   A. Call Meeting to Order
   B. Roll Call
   C. The Pledge of Allegiance 7
      San Elizario ISD Student
   D. Texas Pledge of Allegiance 8
      San Elizario ISD Student
   E. **San Elizario ISD Mission Statement**
      The mission of the San Elizario Independent School District is to graduate students with innovative skills for 21st-century careers by focusing on academic and social skills, fostering transformative practices, and building community support through positive relationships between home and school.
      Mr. Eduardo Chavez, Board President
2. **OPEN FORUM** (five-minute limit)
3. **DISTRICT RECOGNITIONS**
   A. SEHS Eagle Ops Back on Track Program Participants, Teachers and Administrators

Mr. Troy Enriquez, Principal at San Elizario High School and Mr. Jaime Parra, Assistant Principal at San Elizario High School

4. **NEW BUSINESS / BOARD ACTION ITEMS**
   - A. Discussion on The Governance Core Book Study 9
     Board of Trustees and Dr. Jeannie Meza-Chavez, Superintendent
     1. Chapter 1: Moral Imperative and the Governance Core
     2. Chapter 2: Trustee Governance Mindset
   - B. Discussion and possible board action to schedule Moak Casey Strategic Plan Meetings 17
     Board of Trustees and Dr. Jeannie Meza-Chavez, Superintendent
     1. Select a Meeting Date:
        September 10, 2024
        September 17, 2024
     2. Discussion on meeting order:
        5:30 p.m. - Setting the Belief(s) Statement with the Board & Community
        7:00 p.m. - Special Board Meeting - TEAM Trust & Good Governance Inventory
   - C. Discussion and possible board action to approve TASB Director Endorsement 20
     Board of Trustees
   - D. Board of Trustees to name a delegate and an alternate to attend TASB Delegate Assembly during the TASA | TASB Convention in San Antonio, TX on September 28, 2024 24
     Board of Trustees
   - E. Enrollment Update 26
     Dr. Jeannie Meza-Chavez, Superintendent, Mr. Norberto Rivas, Chief Financial Officer, and Ms. Blanca Cruz, Executive Director Human Resources
   - F. Discussion regarding class size and TEA Waiver | Staffing | Enrollment Strategic Alignment 36
     Dr. Jeannie Meza-Chavez, Superintendent, Mr. Norberto Rivas, Chief Financial Officer, Ms. Blanca Cruz, Executive Director Human Resources
   - G. Consider Appointment / Reappointment of EPCAD Board of Directors 39
     Board of Trustees
   - H. Discussion and possible Board action to deliberate and select legal counsel of record
     Mr. Eduardo Chavez, Board President
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   - A. Financial Reports
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     2. Financial Statements 45
     3. Investment Report 51
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        - a. PO# 51676 - Dell Marketing L.P. - $151,905.00 62
          PO# 51677 - Cadwell Country Chevrolet - $45,760.00
          PO# 51678 - Dell Marketing L.P. - $201,307.95
          PO# 51679 - NWEA - $36,450.00
          PO# 51548 - Barnes & Noble Education, Inc - increasing amount from $20,000.00 to $50,945.91

5. Purchase Order # 48435 to Labatt - expenditures paid exceeded the amount approved 72
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Mr. Norberto Rivas, Chief Financial Officer
C. Resolution for selection and approval of authorized investments and financial institutions 80
Mr. Norberto Rivas, Chief Financial Officer
D. Resolution approving independent sources for investment training 82
Mr. Norberto Rivas, Chief Financial Officer
E. Resolution authorizing the purchase of certificates of deposit 84
Mr. Norberto Rivas, Chief Financial Officer
F. Consider and possible Board action to amend the general fund budget and approval of PO# 51680 in the amount of $141,564.68 to Calian Corp for the purchase of wireless controllers. 86
Mr. Norberto Rivas, Chief Financial Officer, and Mr. Horacio Hernandez, Executive Director Technology
G. Consider and possible board action to approve the Board Operating Procedures 91
Board of Trustees
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Ms. Nancy Tinoco, Purchasing Specialist
I. Consider and possible Board action to approve the revision to hourly pay rates for contracted Physical Therapists and Occupational Therapists as well as the addition of contracted pay rates for Diagnosticians. 144
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Ms./ Blanca Cruz, Executive Director Human Resources
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Ms. Blanca Cruz, Executive Director Human Resources
M. Consider and possible board action to approve the Project Vida Health Center Memorandum of Understanding 165
Dr. Jeannie Meza-Chavez, Superintendent
N. Consider and possible Board action to approve the UTEP Education Program Agreement & Affiliation Agreement 171
Dr. Jeannie Meza-Chavez, Superintendent
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Dr. Jeannie Meza-Chavez, Superintendent
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Dr. Jeannie Meza-Chavez, Superintendent
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Dr. Jeannie Meza-Chavez, Superintendent
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Dr. Jeannie Meza-Chavez, Superintendent
S. Consider and possible Board action to approve the TNTP Service Agreement 318
Dr. Jeannie Meza-Chavez, Superintendent
T. Consider and possible Board action to approve El Paso Child Guidance Center Memorandum of Understanding 328
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U. Consider and possible Board action to approve the Effective Advising Framework (EAF) Stipends 331
Ms. Sandra Sanchez, Career & Technology Administrator
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Ms. Sandra Sanchez, Career and Technical Education Administrator
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Board of Trustees
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2. June 25, 2024 Special Board Meeting (Budget Adoption) 363
X. Consider disposal of surplus property declared obsolete and unnecessary by Superintendent or her Designee, to include disposal of broken furniture and technology equipment according to Administrative discretion and by any reasonable means.
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2. Technology Department 378
Mr. Horacio Hernandez, Executive Director Technology

6. **PRESENTATION / REPORTS / INFORMATION**
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B. Information
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b. Mexican American School Board Association 2024 Annual Conference - September 12 - 13, 2024 in San Antonio, TX 384
c. TASA | TASB Convention txEDCON24 - September 27 - September 29, 2024 in San Antonio, TX 386
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Dr. Jeannie Meza-Chavez, Superintendent, and Mr. Horacio Hernandez, Executive Director Technology
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Mr. Cesar Morales, Executive Director Athletics
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Dr. Jeannie Meza-Chavez, Superintendent, and Ms. Blanca Cruz, Executive Director Human Resources

5. Summary of 2023 TELPAS Scores 405
   Ms. Lisa Renegar, Research & Evaluation Administrator
6. The Texas Tribune Article by Jaden Edison - August 7, 2024 407
   Dr. Jeannie Meza-Chavez, Superintendent
7. Mission: Progressing Together Parent Meetings 416
   Dr. Jeannie Meza-Chavez, Superintendent and Ms. Flor Sanchez, District Parent Liaison
8. Meal Service Update 419
   Ms. Agueda Reyes, Executive Director Child Nutrition Services

C. Presentations
   1. Analysis of STAAR and EOC Scores for Spring 2024 422
      Ms. Lisa Renegar, Research & Evaluation Administrator

7. **EXECUTIVE SESSION**

The Board will enter into a closed meeting to discuss personnel matters, to consult with attorney, to discuss real estate matters, to consider recommendations for hiring of personnel or termination of personnel and other personnel matters under Sec. 551.071, 551.072 and 551.074, Texas Gov. Code:

A. Discussion on Employee / Board / Superintendent Communication
B. Discussion regarding the reassignment of personnel
   Dr. Jeannie Meza-Chavez, Superintendent
C. Discussion regarding the Administration's recommendation for the Human Resources Coordinator position
   Dr. Jeannie Meza-Chavez, Superintendent

8. **THE BOARD WILL RETURN TO OPEN SESSION TO TAKE POSSIBLE ACTION ON THE MATTERS DISCUSSED IN EXECUTIVE SESSION**

A. Discussion and possible action to approve the Administration's recommendation for the Human Resources Coordinator position
   Dr. Jeannie Meza-Chavez, Superintendent
B. Discussion and possible action to approve the administrative recommendation on the reassignment of personnel for the position of Administrator – Instructional Programs
   Dr. Jeannie Meza-Chavez, Superintendent
C. Discussion and possible action to approve the administrative recommendation on the reassignment of personnel for the position of Associate Superintendent
   Dr. Jeannie Meza-Chavez, Superintendent

9. **NEXT MEETING DATE:**

Tuesday, September 10, 2024 - Regular Board Meeting:

10. **ADJOURNMENT**

If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed or executive meeting or session of the Board of Trustees is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the School Board at the date, hours, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section:

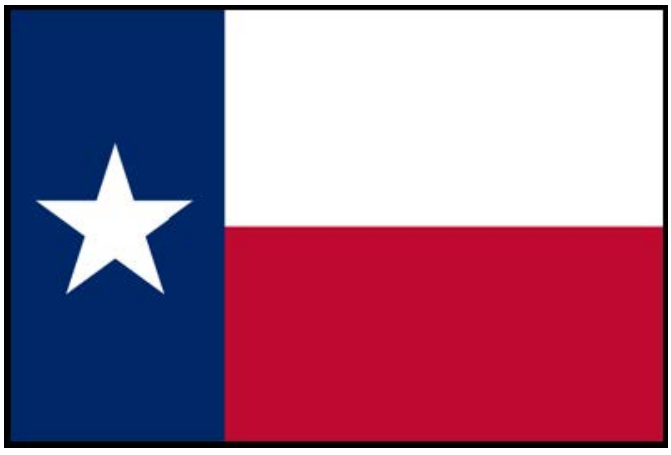
551-071	Private consultation with the board's attorney.
551-072	Discussing purchases, exchange, leases, or value of real property.
551-073	Discussing negotiated contracts for prospective gifts or donations.
551-074	Discussing personnel or to hear complaints against personnel
551-076	Deliberation regarding security devices
551-082	Considering discipline of a public school child, or complaint or charge against personnel
551-083	Considering the standards, guidelines, terms or conditions the board will follow, or will instruct its representative to follow, in consultation with representatives of employee groups.
551-084	Excluding witnesses from a hearing.

Should any final action, decision, or final vote be required in the opinion of the school Board with regard to any matter considered in such closed or executive meeting or session, then the final action, or final vote shall be either:

(a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
(b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."



San Elizario ISD
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San Elizario, TX 79849
Phone 915.872.3900
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MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Subject: The Governance Core Book Study
Date: August 14, 2024

HISTORY:
In June of 2024, the Trustees and the Superintendent of the San Elizario Independent School District (SEISD) embarked on a book study of "The Governance Core" to enhance their effectiveness and leadership. This decision stems from recognizing the crucial role that school board governance plays in shaping educational outcomes and fostering a positive school environment.

"The Governance Core," by Mike Johnson and Brian B. Gibbons, offers a comprehensive framework for effective governance in educational settings. The book focuses on the core principles and practices that enable school boards to provide strong leadership and oversight, ensuring that schools meet their goals and serve their communities effectively.
The need for the SEISD Trustees to engage with this book is rooted in several key factors:

In summary, This initiative reflects their commitment to continuous improvement and making a positive difference in the educational experience of students within their district.

RATIONALE:
The SEISD trustees are participating in a book study of "The Governance Core" to better equip themselves with the knowledge and skills needed for effective governance.

BUDGET:
There is not an impact on the budget.

ADMINISTRATIVE RECOMMENDATION:
The administrative recommendation is to use the book study guideline and identify the two quotes per chapter that will be shared at the regular board meeting.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only

The Governance Core
Book Study

June 12, 2024:
Part I. Introduction and Mindsets for Efficacy
Introduction to the Book
- Read the Foreword by Frank Pugh pg. IX
- Read the Foreword by John Malloy pg. XI
- Read Introduction pgs. 1-10

August 14, 2024:
Chapter 1. Moral Imperative and the Governance Core pgs. 13-27
- Read Chapter 1 and highlight key concepts

Chapter 2. Trustee Governance Mindset pgs. 29-52
- Read Chapter 2 and reflect on the trustee's role in governance.

September 10, 2024:
Chapter 3. Superintendent Governance Mindset pgs. 53-72
- Read Chapter 3 and compare it with the trustee's perspective.

Chapter 4. Welcoming New Trustees pgs. 73-83
- Read Chapter 4 and explore strategies for integrating new trustees.

October 9, 2024:
Part II. Governance for Efficacy pgs. 87-107
Chapter 5. Governing with Coherence
- Read Chapter 5 and analyze how coherence enhances governance.

Chapter 6. Governance Culture pgs. 109-120
- Read Chapter 6 and reflect on the importance of organizational culture.

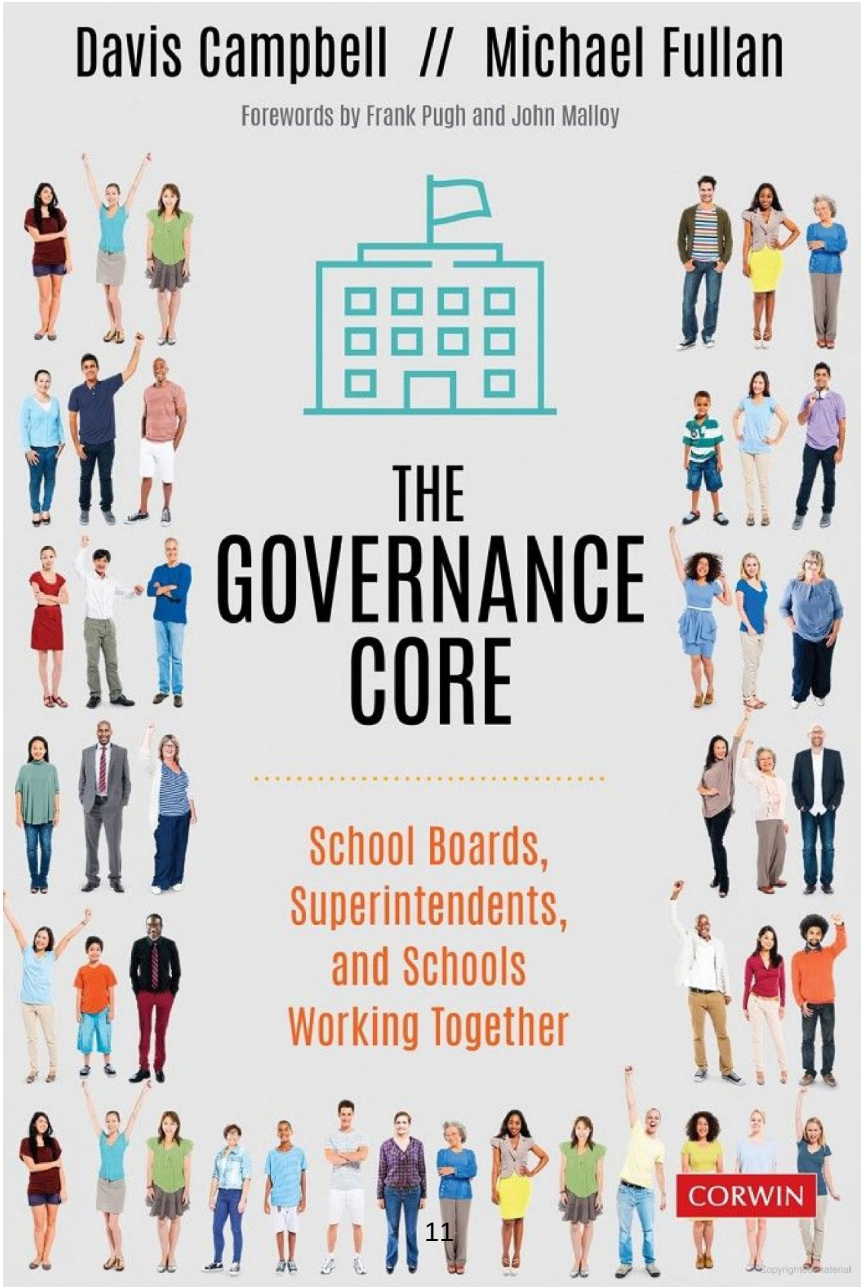
November 13, 2024:
Chapter 7. The Governance Job: Systems Thinking and Strategic Action pgs. 121-134
- Read Chapter 7 and understand the role of systems thinking in governance.

Chapter 8. Governance Tools pgs. 135-144
- Read Chapter 8 and explore various tools available for effective governance.

January 15, 2025:
Chapter 9. Rising to the Classroom pgs. 147-152
- Read Chapter 9 and identify key challenges and opportunities for improvement.

February 12, 2025:
Appendix I Template for Creating Board Protocols pgs. 153-154
Appendix II Three Comparisons of Effective Governance Principles pgs. 155-157

San Elizario ISD Board of Trustees Book Study



The Governance Core
by Davis Campbell / Michael Fullan

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Appendix I Template for Creating Board Protocols pgs. 153-154
Appendix II Three Comparisons of Effective Governance Principles pgs. 155-157

Editorial Reviews

Review

The Governance Core is a masterpiece that calls on governing board members to seize the moral high ground, establish a unity of purpose, and pursue governing excellence. The book is insightful, engaging, and filled with real-world examples that illuminate important principles needed for effective governing. *The Governance Core* is a must-read for new or veteran school board members.
-- Vernon Billy, CEO & Executive Director Published On: 2019-03-28

Brilliant and utterly compelling! I have sat in boardrooms for 46 years governing education institutions, hospitals, and universities. It's as if Davis Campbell and Michael Fullan were looking over my shoulder! *The Governance Core* captures the essence of effective governance in complex times. This book challenges us to focus on and achieve a higher moral purpose. Campbell and Fullan move beyond what governance is and explore how great leaders should govern.
-- Dr. Bill Hogarth, Consultant, and former Director of Education Published On: 2019-03-28

Governance, school boards, and superintendents are on the front line of meeting the challenges facing education in the 21st century. *The Governance Core* by Davis Campbell and Michael Fullan captures not only the nature of the challenges but also the characteristics of highly successful school board trustees and superintendents working together. *The Governance Core* goes deeply into the heart of effective governance. Incorporate these ideas, and you will become much more effective as governance leaders—and your students, parents and educators will benefit immensely.
-- Frank Pugh, Past President Published On: 2019-03-26

A treasure of a book, chock-full of guidance from the strategic to the pragmatic. I will refer to *The Governance Core* regularly as our board and principal work together in the service of the scholars and families in our school community. Whether you're a district leader or a principal, on a district school board, charter board, or local school council, you will find insights and tools to deepen your understanding and improve your practice of effective governance. Our nation's children deserve no less.
-- Susan Lucas, Co-Chair Published On: 2019-03-28

Davis Campbell and Michael Fullan do a masterful job of explaining how public school boards and superintendents working well together, with a shared moral imperative, can be a driving force for improvement in student learning as well as for society as a whole. This exquisite new book,
The Governance Core, beautifully explains why this is true and how to achieve it.
-- Leslie DeMersseman, Past President Published On: 2019-03-26

Simultaneously visionary and pragmatic,
The Governance Core provides a comprehensive, action-oriented blueprint for designing an effective governance system focused squarely on what matters: student learning. Davis Campbell and Michael Fullan demonstrate how the right approach to governance can make the critical difference in achieving learning for all students. This new book is a powerful, persuasive must-

read not only for superintendents and school board members but also for all of us in nonprofits and public agencies who share a commitment to students' succeeding in school and beyond. -- Glen Harvey, Chief Executive Officer Published On: 2019-03-26

Good governance is a skill, a discipline, and a commitment. Davis Campbell and Michael Fullan reveal new understandings and important lessons about governing public school systems for healthier communities. They make the compelling case that effective governance in these uncertain times is an essential driver for a better democracy. A must-read for all new and veteran board members and superintendents. -- Tony Smith, Former State Superintendent of Education Published On: 2019-03-26

Davis Campbell and Michael Fullan have provided great insights on the governance core in this inspiring book. I recommend that trustees and superintendents read this book together—and act on the key messages. -- John Malloy, Director of Education Published On: 2019-03-26

About the Author

Davis Campbell is the former Executive Director of the California School Boards Association and is Chair of the University of California Davis, School of Education Advisory Board and a Senior Fellow at the Center for Applied Policy in Education.

Campbell has a deep and broad background in public education. He served for 12 years in the California Department of Education, serving six of those as Deputy State Superintendent of Public Instruction in charge of all education programs. In 1988 he was appointed Executive Director of the California School Boards Association, serving in that capacity until his retirement in 2001. He has also served as an elected trustee on the Yolo County Board of Education. In 2020, Campbell was awarded the 2020 University of California Davis Alumni Association Distinguished Achievement Award.

Campbell maintains an active consulting practice in effective governance in education as well as nonprofit agencies at both the state and international level. In California, in addition to continuing education governance programs with school districts, Campbell has provided workshops for nonprofit organizations as well as governance workshops and presentations with cities, counties, and special districts. Campbell's international work includes governance support for American and International schools in Madrid Spain (15 years), Barcelona Spain, Lisbon Portugal, Paris France, Rome and Milan Italy, Tunis Tunisia, Cairo Egypt and British Columbia Canada.

Michael Fullan served as Premier Dalton McGuinty's Special Policy Adviser in Ontario from 2003-2013. He received the Order of Canada (OC) in December 2012 and holds five honorary doctorates from universities around the world. His 'interim autobiography', Surreal Change, covers his work to 2018. Michael and his colleagues are now working diligently on field-based comprehensive system change in several countries. This work operates under the umbrella of what they call the 'shared humanity paradigm' —Equity, Engagement, Excellence--Deep change that integrates local (school and community), middle (district/regional), and state (policy) entities.

Fullan's favorite method of learning is to partner with groups that are engaged with change; and to learn together with them. (And then to write another book about the experiences, and what was learned).

Michael Fullan's latest books are: Nuance (2019), Spirit Work and the Science of Collaboration (with Mark Edwards, 2022), The Principal 2.0 (2023), and The Drivers (with Joanne Quinn, 2023).

For more information on books, articles, videos, podcasts please go to: www.michaelfullan.ca

Quote Share Learning

1. Quote Share: Find at least two quotes per chapter that resonate with you
2. Record your rationale for selecting each of the two quotes

Chapter	Quote with page number	Rationale
Chapter 1		
Chapter 1		
Chapter 2		
Chapter 2		
Chapter 3		
Chapter 3		
Chapter 4		
Chapter 4		
Chapter 5		
Chapter 5		

Quote Share Learning

1. Quote Share: Find at least two quotes per chapter that resonate with you
2. Record your rationale for selecting each of the two quotes

Chapter	Quote with page number	Rationale
Chapter 6		
Chapter 6		
Chapter 7		
Chapter 7		
Chapter 8		
Chapter 8		
Chapter 9		
Chapter 9		
Appendix I	Not a quote, just a thought	No rationale, just a conversation
Appendix II	Not a quote, just a thought	No rationale, just a conversation

San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Subject: Moak Casey – Strategic Plan Process
Date: August 14, 2024

HISTORY:
In June 2024, the San Elizario Independent School District Board of Trustees and the Superintendent agreed to engage in strategic planning with Moak Casey to improve board governance and the district's strategic approach. This item will help establish key steps in the strategic plan development process.

RATIONALE:
The rationale for the district's engagement in strategic planning is to improve governance skills, identify focused objectives, enhance resource allocation, promote proactive problem-solving, provide community engagement support, and achieve continuous improvement that aligns with a positive increase in student outcomes.

BUDGET:
The funding for this item was included as part of the budget adoption process.

ADMINISTRATIVE RECOMMENDATION:
The administrative recommendation is to identify a date for the next meeting and review the timeframe/structure for holding it with the community and the board of trustees to meet the strategic plan development process.

Please check one: ☐ For approval ☒ Report / Information only ☐ Recognition only

: Strategic Plan Development Process

Getting Started:

1. District Intake Questionnaire *(Please prepare answers before Superintendent Intake Meeting.)*
2. Overview: Six Steps to Strategic Plan Development (Domain One Step-by-Step)
3. Overview: Strategic Thought, Design, and Continuous Improvement (Domains One – Six)
4. The MoakCasey Strategic Plan Development Process Checklist
5. Primer: Assembling Your Strategic Planning Team
6. Step #1 Primer: Superintendent Listening & Learning Tour
7. Board Posting Language Included Below Each Meeting

Begin Superintendent Listening & Learning Tour (Step #1)

Meeting: Superintendent Intake with MoakCasey	
Participant	Superintendent
Time Allotment	1 hour (Zoom)
Deliverable	Review Intake Questionnaire, Preliminary SWOT Analysis, Set Calendar
Misc. Tips	Begin with the End in Mind – Where do you want your district to be, when, and what resources need to be mustered?

Month 1 (Recommend Scheduling Meetings 1 – 3 on back-to-back days)

Meeting #1: TEAM Trust & Good Governance Inventory (Step #2)	
Participants	Strategic Team: Superintendent and Board of Trustees (TEA Authorized Provider: 3 hours of "Team Building" Board Training Provided)
Time Allotment	3 hours
Post Language	Hold Team Building Training as required by statute provided by MoakCasey, LLC. To include introduction to Strategic Planning Process.
Deliverable	TEAM Trust Self-Analysis Questionnaire
Misc. Tips	Schedule evening of 1st Day: Be prepared to explain succinctly why and why now to your Board and any public in attendance

Meeting #2: Advancing the Senior Leadership Team Awareness of the Balanced Scorecard (Step #5)	
Participants	Tactical Team: Superintendent and Senior Leadership Team
Time Allotment	2 hours
Deliverable	Balanced Scorecard Rough Draft
Misc. Tips	Schedule morning/afternoon of 2nd Day

Meeting #3: Setting the Belief(s) Statement with the Board & Community (Step #3)	
Participants	Strategic and Tactical Teams with Community Advisory Committee (TEA Authorized Provider: 3 hours of "TASB Framework IV: Advocacy and Engagement" Board Training Provided)
Time Allotment	3 hours
Post Language	Hold Advocacy & Engagement Board Training provided by MoakCasey, LLC. To include Setting the Beliefs Statement with the Community.
Deliverable	Setting the Belief(s) Statement
Misc. Tips	Schedule evening of 2nd Day

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Month 2 (Recommend Scheduling Meetings 4 – 6 on back-to-back days)

Meeting #4: Setting the Mission/Vision Statements with the Board & Community (Step #4)	
Participants	Strategic and Tactical Teams with Community Advisory Committee (TEA Authorized Provider: 3 hours of "TASB Framework I: Vision and Goals" Board Training Provided)
Time Allotment	3 hours
Post Language	Hold Vision & Goals Board Training provided by MoakCasey, LLC. To include Setting the Mission/Vision Statements with the Community.
Deliverable	Setting the Mission & Vision Statements
Misc. Tips	Schedule evening of 1st Day (Invite Senior Leadership Team and aspiring administrators.) Prior to meeting, review rough draft of Belief(s) Statement.
Meeting #5: Advancing the Senior Leadership Team Awareness of the Balanced Scorecard, cont'd (Step #5)	
Participants	Tactical Team: Superintendent and Senior Leadership Team
Time Allotment	2 hours
Deliverable	Balanced Scorecard 1st Draft
Misc. Tips	Schedule morning/afternoon of 2nd Day

Meeting #6: TEAM Trust & Good Governance Inventory, cont'd (Step #2)	
Participants	Strategic Team: Superintendent and Board of Trustees (TEA Authorized Provider: 3 hours of "Balanced Scorecard and EISO Alignment" Board Training Provided)
Time Allotment	3 hours
Post Language	Hold Team Building and Evaluating and Improving Student Outcomes (EISO) Training as required by statute provided by MoakCasey, LLC. To include introduction to the Balanced Scorecard.
Deliverable	Good Governance Inventory and Board Balanced Scorecard
Misc. Tips	Schedule evening of 2nd Day (Approximately one-month after Meeting #1)

Meeting #7: Board Adoption of the Balanced Scorecard (Step #6) (Optional MoakCasey attendance)	
Participants	Strategic Team and Community Advisory Committee
Time Allotment	10 minutes
Deliverable	Balanced Scorecard (Belief(s)/Mission/Vision/Four Perspectives/Critical Success Factors)
Misc. Tips	Agenda item on regular board meeting date not to exceed 15 minutes.

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Phone 915.872.3900
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MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Subject: TASB Director Endorsement
Date: August 14, 2024

HISTORY:

The TASB Overview-2024 Nomination Information, which lists candidates for positions on the TASB Board, is attached. Local boards have nominated these individuals for vacant or expiring terms.

The board is invited to endorse a candidate for each position in your Region between Wednesday,

July 3, and Thursday, August 29, 2024. An endorsement form is attached.

If a majority of the Active Members of the Region endorse a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, endorse the candidate, that individual will be included on the official ballot at the TASB Delegate Assembly. The nomination from the individual's local school board is counted as an endorsement. The endorsement count will be updated regularly as it is received.

RATIONALE:

By submitting a nomination, the San Elizario Independent School District exercises its right to participate in the TASB membership in selecting representation for the Region 19 area.

BUDGET:

There is not an impact on the budget.

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to review the TASB Director Endorsement information and approve an endorsement on behalf of the San Elizario Independent School District.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only

TASB Director Candidates

*Indicates Large District Director Positions
(I) Incumbents

REGION/POSITION	DIRECTOR	DISTRICT	TERM
Region 1, Position A	Alison Busse-Savage	Lyford CISD	2024–2027
	Yolanda Castillo	Pharr-San Juan-Alamo ISD	
	Deborah Crane Aliseda	McAllen ISD	
	Marcos Garcia	Mercedes ISD	
Region 3	Margaret Pruett	Victoria ISD	2024–2027
Region 4, Position A	Rose Avalos	Aldine ISD	2024–2027
Region 4, Position C	Kelly Hodges	Spring ISD	
	Tony Hopkins	Friendswood ISD	2024–2027
Region 4, Position F*	Vacant	Cypress-Fairbanks ISD	2024–2027
Region 4, Position G*	Angie Hanan	Fort Bend ISD	2024–2026
Region 5	Nicholas Phillips	Nederland ISD	2024–2027
Region 10, Position A	Tricia Ikard	Maypearl ISD	2024–2027
Region 10, Position E*	Dynette Davis	Frisco ISD	2024–2026
Region 11, Position D	Steven Newcom	Eagle Mountain-Saginaw ISD	2024–2027
Region 12	Steven Carter	Connally ISD	2024–2027
	Russ Johnson	Lorena ISD	
	Marvin Rainwater	Killeen ISD	
	Keri Roberts	Goldthwaite CISD	
	Pam Watts	Midway ISD-McLennan County	
Region 13, Position C	Bryan Holubec	Thrall ISD	2024–2027
	Kathy Major	Liberty Hill ISD	
	Stephanie Rodriguez-Barnett	Manor ISD	

TASB Director Candidates

*Indicates Large District Director Positions
(I) Incumbents

REGION/POSITION	DIRECTOR	DISTRICT	TERM
Region 17	Carlos Bentancourt	Slaton ISD	2024–2027
	Sylvia De La Garza	Plainview ISD	
Region 18	Steve Brown	Ector County ISD	2024–2027
	Sara Burleson	Midland ISD	
Region 19	Marlene Bullard	Tornillo ISD	2024–2027
Region 20, Position A	Ginger Friesenhahn	East Central ISD	2024–2026
Region 20, Position D	Rich Sena	Boerne ISD	2024–2025

TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

This endorsement was approved by our school district's board of trustees at a duly called meeting on

_____.
(Date)

Best regards,

_____
(Signature of board president or officer)

PRINTED NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 29, 2024.

RETURN TO: E-mail: boardcommunications@tasb.org

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Subject: Board of Trustees to name a delegate and an alternate to attend TASB Delegate Assembly during the TASA | TASB Convention in San Antonio, TX
Date: August 14, 2024

HISTORY: The 2024 Delegate Assembly will be held on September 28, 2024, during the txEDCON24 TASA | TASB Convention in San Antonio, TX

RATIONALE: For the Board of Trustees to have a voice during the Delegate Assembly, they may appoint one delegate and one alternate to serve as representatives for the San Elizario Independent School District.

BUDGET: There is no budget impact.

ADMINISTRATIVE RECOMMENDATION: The administration recommends the board to appoint one delegate and one alternate to serve as representatives for the San Elizario Independent School District.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

(/Home.aspx)

Home (/Home.aspx) > Registration and Housing (/registration.aspx) > Delegate Assembly

TASB Delegate Assembly Registration

What is Delegate Assembly?

Delegate Assembly is where TASB's members have a voice in the overall direction of the organization - from electing who will serve on the TASB Board to approving the education issues that will be included in the TASB Advocacy Agenda.

The 2024 Assembly will be held Saturday, Sept. 28, at the Grand Hyatt, in conjunction with txEDCON24 in San Antonio.

Learn more about Delegate Assembly (https://www.tasb.org/about/governance/delegate-assembly?rname=delegate) and the importance of your board's participation.

How to register your board's Delegate and Alternate

Registration for Delegate Assembly opens Tuesday, July 23, at 9 a.m. (CDT).

Register for Delegate Assembly (https://tasb.ungerboeck.com/prod/emc00/register.aspx?aat=6977763348356a6138613068453 24c535747457667742f7a6b2f2f7542365459777 2664f564f6d476665413d)

Each Active Member board of TASB may select a Delegate and an Alternate to serve as its representatives at the Assembly. There is no cost to attend Delegate Assembly, and lunch is provided for registered Delegates and Alternates.

Superintendents, ESC executive directors, and designated administrative staff can access the registration. Your board must select current board members to serve as your board's representatives.

Questions?

If you have any questions about Delegate Assembly or the registration process, please contact membercommunications@tasb.org (mailto:membercommunications@tasb.org).

Enrollment Update

August 14, 2024

Enrollment as of 8/8/2024

San Elizario Independent School District — **Enrollment Counts**

Campus	EE	PK	KG	01	02	03	04	05	06	07	08	09	10	11	12	Enrolled
Borrego Elementary						137	135	124	113							509
L.G. Alarcon Elementary School						70	67	80	78							295
Lorenzo Loya Primary		173														173
Sambrano Elementary School			162	186	198											546
Garcia-Enriquez Middle School										203	199					402
San Elizario High School												225	303	232	216	976
Grade Level Totals		173	162	186	198	207	202	204	191	203	199	225	303	232	216	2901

- Current 5th-8th grade cohorts will result in a HS of 797 students when they reach 9th-12th grade

- Current KG and 1st grade cohorts are smaller than 200 students which will continue to result in smaller schools

Snapshot School District Profiles

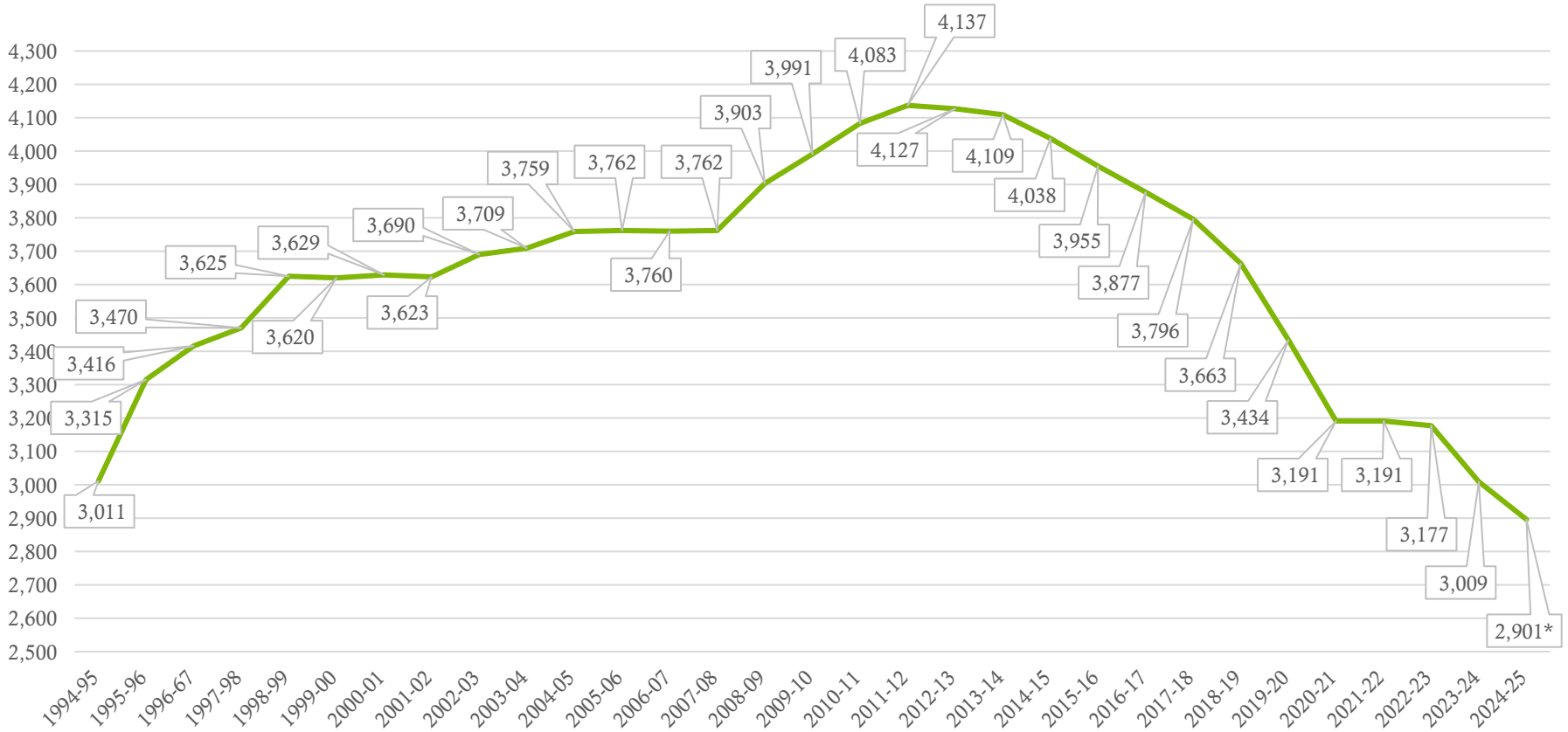
Snapshot School District Profiles is a TEA product that provides an overview of public education in Texas for a particular school year. In addition to state-level information, this website contains a profile about the characteristics of each public school district. Note that Snapshot does not provide any campus-level information. For campus-level information, see the Texas Academic Performance Reports (TAPR) or the Accountability Rating Systems. See About Snapshot for more information about this product.

The data items can be browsed or downloaded.

- Snapshot 2022
- Snapshot 2021
- Snapshot 2020
- Snapshot 2019
- Snapshot 2018
- Snapshot 2017
- Snapshot 2016
- Snapshot 2015
- Snapshot 2014
- Snapshot 2013
- Snapshot 2012
- Snapshot 2011
- Snapshot 2010
- Snapshot 2009
- Snapshot 2008
- Snapshot 2007
- Snapshot 2006
- Snapshot 2005
- Snapshot 2004
- Snapshot 2003
- Snapshot 2002
- Snapshot 2001
- Snapshot 2000
- Snapshot 1999
- Snapshot 1998
- Snapshot 1997
- Snapshot 1996
- Snapshot 1995

Using 1995 snapshot data as earliest available year for the following slide

Enrollment Based on Snapshot Data



- Borrego Elementary opened for the 2001-02 school year
- Excel Academy closed for the 2009-10 school year

*enrollment as of 8/8/24

Review & Outlook

- Budget Assumptions & Forthcoming Budget Amendment
  - To align expenditure budget based on actual staff counts based on student cohorts
  - To align expenditure budget based on actual staff counts that enrolled in the health insurance plan (open enrollment closes on 8/9/24)
  - To align revenue budget based on actual student counts after the 1 st 6 weeks reporting period
  - To align revenue budget based on the actual tax rate to be adopted once TEA releases the final maximum compressed tax rate (preliminary MCR rate released 8/5/24)
- Forecast
  - Current economy and interest rates
  - Upcoming legislative session for the 2025-26 and 2026-27 school years
- Sustainability options
  - Operational efficiencies and staff attrition (continued, ongoing)
  - Freezing of employee pay, decrease in employee benefits effective 2025-26 (if no increase in funding for the upcoming legislative session)
  - School consolidations and program availability effective 2026-27 (if no increase in funding for the upcoming legislative session)

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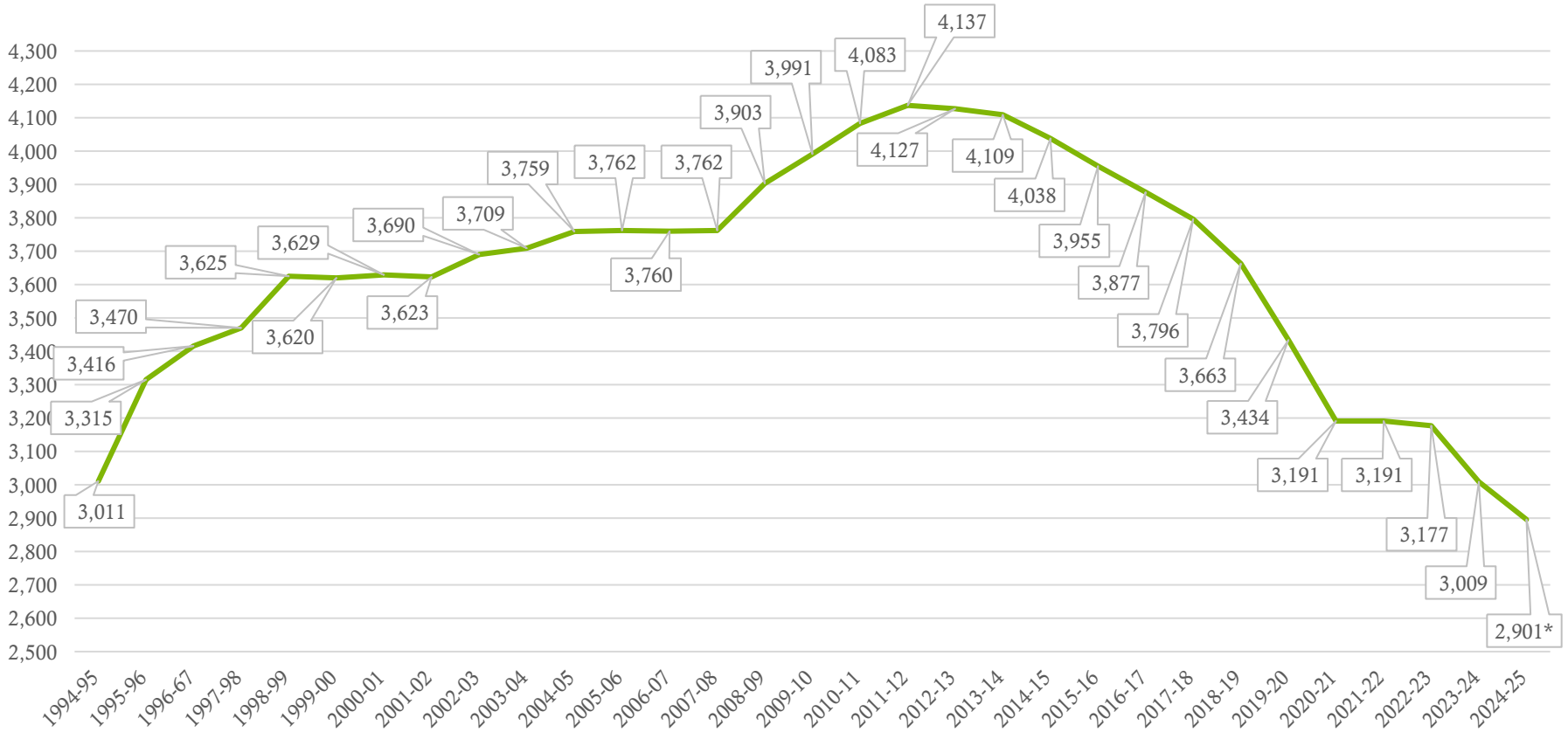

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San Elizario ISD
P.O. Box 920
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Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Blanca I. Cruz, Executive Director – Human Resources
Subject: Staffing/Enrollment Strategic Alignment
Date: August 14, 2024

HISTORY: As enrollment continues to decline, the administration of the San Elizario Independent School District continues to plan strategically and proactively to align staffing with student enrollment. As per the enrollment update, there continues to be a steady decline for over two decades. The district now has less students than it did in 1995.

RATIONALE: The administrative team strategized three options to best align resources prioritizing support to teachers, students, and staff. Below are the options considered:

1. **District of Innovation Amendment Review by District Advisory Committee (DAT) –** Addition of instructional aides to classrooms over the 24:1 ratio in Kindergarten - 4th grade.

Several classrooms are over the 24:1 ratio allowed by the district of innovation plan:

KG	013	B	27
	008	B	25
	005	B	25
	006	B	24
	009	M	17
	063	M	19
	003	M	21

4TH	022	B	20
	020	B	21
	21	B	19
	019	B	20
	005	M	26
	024	M	25

The examples above would require **two** additional teachers – one in Kinder and one in 4th grade. On August 1 2024, the administration proposed an amendment to the District of Innovation Plan to the District Advisory Team (DAT) to hire permanent instructional aides for the classrooms that were over the 24:1 ratio (max of 30 students in a classroom).

This plan would accomplish two things:

1. Supporting the teacher by having a dedicated instructional aide bringing the ratio to a 15:1 (max)

2. The plan will be a financially suistainable approach to a reoccuring decline in enrolllment.

The mission of the San Elizario Independent School District is to graduate students with innovative skills for 21st-century careers by focusing on academic and social skills, fostering transformative practices, and building community support through positive relationships between home and school.

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Note: Additional training would be provided to the instructional aides to ensure their role is maximized in the classroom.

Outcome: The DAT team voted 12-7 against the proposal.

Note: As a result of the DAT outcome, the district proceeded to hire 3 teachers to relieve the 3rd grade sections in Borrego and Alarcon Elementary schools:

Hired 1 Bilingual teacher (Alfonso Borrego Elementary School)
Hired 1 Monolingual Teacher (Alfonso Borrego Elementary School)
Hired 1 Monolingual Teacher (Lorenzo Alarcon Elementary School)

2. **Review of transfer students** (out of boundary/out of district) in sections that are over to "even out" the classloads and avoid hiring a new teacher:

Alarcon Elementary Classloads Report

As of Date: 8/2/2024

Grade	Teacher	Sect	Program	Seats Taken	BIL Total	Mono Total	Grade Total
3RD	H. Rodriguez	034	B	21	42	28	70
	A. Santiesteban	035	B	21			
	Vacancy	031	M	28			
4TH	C. Morales	044	B	20	40	26	66
	C. Navarro Orona	043	B	20			
	R. Quinones	041	M	14			
	T. Reyes	042	M	12			
5TH	M. Corral	054	B	23	47	32	79
	J. Zuniga	053	B	24			
	P. Magallanez	052	M	16			
	C. Murphy	051	M	16			

Borrego Elementary Classloads Report

As of Date: 8/1/2024

Grade	Teacher	Sect	Program	Seats Taken	BIL Total	Mono Total	Grade Total
3RD	N. Enriquez	014	B	25	77	54	131
	Y. Macias	018	B	26			
	M. Rocha	015	B	26			
	G. Loveless	08	M	27			
	E. Moreira-Puentes	09	M	27			
4TH	M. Carrillo	022	B	20	80	51	131
	D. De La Rosa	020	B	21			
	L. De Leon	21	B	19			
	E. Santiesteban	019	B	20			
	L. Lopez	005	M	26			
	Z. Sandoval	024	M	25			

Outcome: The transfer students were identified. Three out of the four 4th grade students that can be transferred to Alarcon Elementary School are children of SEISD employees.

3. **Class size waiver** – The administration contacted TEA to inquire about the class size waiver. It was determined that the district could apply for a class size waiver to go over the 24:1 ratio. If this option is considered, a permanent instructional aide would still be assigned to the classrooms over the 24:1 ratio. This option does not require Board approval.

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As of 8/8/2024, there are five classrooms in K-4 that over the 24:1 ratio:

4th grade Monolingual (Alfonso Borrego Elementary School) – 26 students
4th grade Monolingual (Alfonso Borrego Elementary School)– 25 students
Kindergarten Bilingual (Josefa Sambrano Elementary School) - 3 sections:

- 27 students
- 25 students
- 25 students

The options are:

1. Hiring two teachers to reach the 24:1 ratio
2. Hiring 1 instructional aide in Kinder. This would make one Kinder classroom size 29:1 and the other two classrooms 24:1

Financial impact: Teacher cost: $130,000 (approximately); Instructional Aide Cost – $30,000 (approximately)

BUDGET: Contingent upon the decision to hire classroom teachers vs. classroom aides. To date, the district has hired 3 teachers at an approximate cost of $195,000. Currently, under the 24:1 ratio, the district would have to hire an additional two teachers for an approximate cost of $130,000.
Total approximate budget impact - $325,000.

ADMINISTRATIVE RECOMMENDATION: To review the information, have a discussion, and define parameters regarding the alignment of resources and student enrollment as a proactive measure to ensure the financial health of the district long-term.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition
☐ Attachment Included

August 1, 2024

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

Subject: Reminder - EPCAD Board of Directors Nomination

This letter serves as a follow-up to our previous communication dated July 10, 2024, regarding December 31, 2024, the term expiration of the El Paso Central Appraisal District (EPCAD) Board of Director members.

Nominee names for new board members must be submitted to the Chief Appraiser by **October 15, 2024**.

Two directors will serve a one-year term, and three directors will serve three-year terms.

Please ensure that your resolutions are returned to EPCAD no later than **October 15, 2024**. You may send the completed documents to the following address or via email:

El Paso Central Appraisal District
5801 Trowbridge Drive
El Paso, Texas 79925
Email: admin@epcad.org

Should you have any questions or require further assistance, please do not hesitate to contact:

Rick A. Medina, Director of Administrative Services
Phone: 915-780-2083
Email: ricmed@epcad.org

David L. Stone, Deputy Chief Appraiser
Phone: 915-780-2077
Email: davstone@epcad.org

Dinah L. Kilgore, Executive Director/Chief Appraiser
Phone: 915-780-2003
Email: admin@epcad.org

Thank you for your prompt attention to this matter and for your continued support in ensuring the effective governance of EPCAD.

Sincerely,

Dinah L. Kilgore

Dinah Kilgore, RPA
Executive Director/Chief Appraiser

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

DINAH L. KILGORE, RPA
EXECUTIVE DIRECTOR
CHIEF APPRAISER

BOARD OF DIRECTORS
TANNY BERG
SERGIO CORONADO
SHANE HAGGERTY
ISRAEL IRROBALI
EDUARDO MENA
WALTER MILLER
CYNTHIA RAMIREZ
JACKIE YORK

Resolution format issued on entity letterhead

Resolution

Appointment to the Board of Directors of The El Paso Central Appraisal District

WHEREAS, on [Month] [Day], [Year], at the meeting of the Board of Trustees/Council of [Entity Name] held at [Location/Address], the following resolution was duly considered and passed;

WHEREAS, the Board of Trustees/Council of [Entity Name] has resolved to appoint [Appointee Name] to serve on the Board of Directors of The El Paso Central Appraisal District;

WHEREAS, the term of office for the appointed position shall be [One Year/Three Years], commencing on January 1, 20___, and concluding on December 31, 20___;

NOW, THEREFORE, BE IT RESOLVED, that [Appointee Name] is hereby appointed to serve on the Board of Directors of The El Paso Central Appraisal District for the specified term.

PASSED AND APPROVED this _____ day of _____, 2024.

Entity Presiding Officer(s) or Authorized Representative(s)

_____
Presiding Officer

ATTEST

_____
Secretary

RESOLUTION

Election to appoint a representative to serve on the El Paso Central Appraisal District Board of Directors El Paso, Texas

Whereas a resolution was passed at the meeting held month, day, year of the Taxing Unit Name Board of Trustees or Council to vote and approve the election of appointee name to serve as a director on the El Paso Central Appraisal District Board of Directors, for the term of three years, being January 1, 2025 , thru December 31, 2027.

_____

Presiding Officer or Authorized Representative (Print Name)

_____

Title

_____

Signature

RESOLUTION

Election to appoint a representative to serve on the El Paso Central Appraisal District Board of Directors El Paso, Texas

Whereas a resolution was passed at the meeting held month, day, year of the Taxing Unit Name Board of Trustees or Council to vote and approve the election of appointee name to serve as a director on the El Paso Central Appraisal District Board of Directors, for the term of one year, being January 1, 2025, thru December 31, 2025.

_____

Presiding Officer or Authorized Representative (Print Name)

_____

Title

_____

Signature

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Financial Reports - Tax Report
Date: August 14, 2024

HISTORY: The primary source of state funding for Texas school districts is the Foundation School Program (FSP). This program ensures that all school districts, regardless of property wealth, receive "substantially equal access to similar revenue per student at similar tax effort." The District's current tax rate was approved at the August 23, 2023 special Board meeting for a total rate of $0.8916. The Maintenance & Operations (M&O) rate which pays for items such as staff salaries, supplies, materials, transportation and utilities was $0.7219 while the Interest & Sinking (I&S) rate which pays for bonded debt was $0.1697.

RATIONALE: The purpose of this agenda item is to report collections made for the current 2023 tax year which is based on the levy billed on October 1, 2023.

BUDGET IMPACT: Collections as of June 30, 2024 are summarized below.

	M&O	I&S	Total	Collections
Current Year Levy	$2,038,204	$479,129	$2,517,333	
Current Year Collections	$1,864,304	$438,249	$2,302,553	$2,302,553
Current Year Levy Outstanding	$173,899	$40,880	$214,779	
Prior Year Collections				$109,977
Penalty & Interest Collections				$68,350
Total Collections				$2,480,880

ADMINISTRATIVE RECOMMENDATION: This report is for information only.

Please check one: ☐ For approval ☒ Report / Information only ☐ Recognition only
☐ Attachment Included

EL PASO CONSOLIDATED TAX OFFICE
PROPERTY TAX COLLECTION ANALYSIS
9/1/2023 through 6/30/2024

JURISDICTION: 19 SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

PERIOD	CURRENT TAX YEAR ($) COLLECTED	CURRENT TAX YEAR ($) CUMULATIVE	PRIOR YEARS ($) COLLECTED	PRIOR YEARS ($) CUMULATIVE	ALL YEARS ($) COLLECTED	ALL YEARS ($) CUMULATIVE	ALL YEARS ($) %	COLLECTION FEE ($) COLLECTED	COLLECTION FEE ($) CUMULATIVE
Sep 2023	-	-	38,562.46	38,562.46	38,562.46	38,562.46	1.53%	4,114.61	4,114.61
Oct 2023	51,932.45	51,932.45	18,864.25	57,426.71	70,796.70	109,359.16	4.34%	3,266.02	7,380.63
Nov 2023	142,363.37	194,295.82	19,474.87	76,901.58	161,838.24	271,197.40	10.77%	3,492.51	10,873.14
Dec 2023	888,013.01	1,082,308.83	16,248.17	93,149.75	904,261.18	1,175,458.58	46.69%	3,123.77	13,996.91
Jan 2024	869,642.97	1,951,951.80	23,199.14	116,348.89	892,842.11	2,068,300.69	82.16%	4,685.07	18,681.98
Feb 2024	216,306.78	2,168,258.58	8,561.31	124,910.20	224,868.09	2,293,168.78	91.10%	2,561.56	21,243.54
Mar 2024	62,666.16	2,230,924.74	5,668.27	130,578.47	68,334.43	2,361,503.21	93.81%	3,014.00	24,257.54
Apr 2024	41,804.28	2,272,729.02	6,730.40	137,308.87	48,534.68	2,410,037.89	95.74%	3,397.30	27,654.84
May 2024	33,084.52	2,305,813.54	9,000.57	146,309.44	42,085.09	2,452,122.98	97.41%	2,816.74	30,471.58
Jun 2024	19,663.30	2,325,476.84	9,093.80	155,403.24	28,757.10	2,480,880.08	98.55%	2,570.16	33,041.74
Jul 2024									
Aug 2024									

LEVY		CURRENT	PRIOR	ALL YEARS
Levy-Cert	7/25/2023	2,606,839.10	N/A	N/A
Levy-Billed	10/1/2023	2,589,559.24	601,116.53	3,190,675.77
Adjusted Levy YTD		2,517,332.68	538,087.14	3,055,419.82
Increase/Decrease		(72,226.56)	(63,029.39)	(135,255.95)
Levy Outstanding		214,779.39	428,109.85	642,889.24

REVENUE	CURRENT	PRIOR	ALL YEARS
Total Levy Collected	2,302,553.29	109,977.29	2,412,530.58
Total Penalty & Interest	22,923.55	45,425.95	68,349.50
Total Levy + P&I	2,325,476.84	155,403.24	2,480,880.08
Taxes as percent of levy	91.47%	4.37%	95.84%
P&I as percent of levy	0.91%	1.80%	2.71%
Total as percent of levy	92.38%	6.17%	98.55%
Collection Fee	3,865.17	29,176.57	33,041.74
Total Collected YTD	2,329,342.01	184,579.81	2,513,921.82

printed 7/2/2024

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MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Financial Reports – Financial Statements
Date: August 14, 2024

HISTORY: The district's fiscal year runs from July 1st through June 30th. The district's fiscal accounts are audited annually and the results are typically presented at the regular board meeting in November.

RATIONALE: The purpose of this agenda item is to present unaudited interim financial statements as of June 30, 2024 which are attached to this memo. Included are:

- Exhibit G-1: presents budget and actual amounts for the general fund
- Exhibit J-3: presents budget and actual amounts for the debt service fund
- Exhibit C-1: presents the balance sheet for governmental funds
- Exhibit C-3: presents revenues and expenditures for governmental funds
- Exhibit H-4: presents revenues and expenses for internal service funds

BUDGET IMPACT: There is no budget impact associated with this agenda item.

ADMINISTRATIVE RECOMMENDATION: This report is for information only.

Please check one: ☐ For approval ☒ Report / Information only ☐ Recognition only
☐ Attachment Included

SAN ELIZARIO ISD
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND - UNAUDITED
FOR THE YEAR ENDED JUNE 30, 2024

Data Control Codes		Budgeted Amounts Original	Budgeted Amounts Final	Actual Amounts (GAAP BASIS)	Variance With Final Budget Positive or (Negative)
	REVENUES:				
5700	Total Local and Intermediate Sources	$ 4,020,927	$ 3,315,693	$ 3,333,080	$ 17,387
5800	State Program Revenues	31,261,292	32,161,292	31,548,717	(612,575)
5900	Federal Program Revenues	6,295,000	5,395,000	3,952,053	(1,442,947)
5020	Total Revenues	41,577,219	40,871,985	38,833,850	(2,038,135)
	EXPENDITURES:				
	Current:				
0011	Instruction	18,108,055	17,931,200	17,543,323	387,877
0012	Instructional Resources and Media Services	138,227	193,227	155,370	37,857
0013	Curriculum and Instructional Staff Development	212,323	393,323	314,103	79,220
0021	Instructional Leadership	795,327	820,327	759,879	60,448
0023	School Leadership	1,659,864	1,553,864	1,415,121	138,743
0031	Guidance, Counseling, and Evaluation Services	1,238,095	1,241,595	1,196,118	45,477
0032	Social Work Services	62,375	62,375	59,484	2,891
0033	Health Services	378,076	370,076	361,326	8,750
0034	Student (Pupil) Transportation	1,941,006	1,961,006	1,834,701	126,305
0035	Food Services	4,060,000	4,060,000	3,609,887	450,113
0036	Extracurricular Activities	1,327,471	1,370,471	1,241,386	129,085
0041	General Administration	1,813,788	1,812,788	1,722,310	90,478
0051	Facilities Maintenance and Operations	6,347,081	6,382,040	5,349,221	1,032,819
0052	Security and Monitoring Services	1,259,021	1,453,421	1,311,739	141,682
0053	Data Processing Services	1,304,130	1,259,130	1,211,514	47,616
0061	Community Services	36,845	43,345	27,009	16,336
	Debt Service:				
0071	Principal on Long-Term Liabilities	795,506	195,506	192,612	2,894
0072	Interest on Long-Term Liabilities	232	232	-	232
	Capital Outlay:				
0081	Facilities Acquisition and Construction	2,154,297	2,182,147	2,068,973	113,174
	Intergovernmental:				
0099	Other Intergovernmental Charges	52,500	52,500	33,673	18,827
6030	Total Expenditures	43,684,219	43,338,573	40,407,749	2,930,824
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,107,000)	(2,466,588)	(1,573,899)	892,689
	OTHER FINANCING SOURCES (USES):				
7912	Sale of Real and Personal Property	25,000	25,000	10,523	(14,477)
1200	Net Change in Fund Balances	(2,082,000)	(2,441,588)	(1,563,376)	878,212
0100	Fund Balance - July 1 (Beginning)	-	17,601,594	17,601,594	-
3000	Fund Balance - June 30 (Ending)	$ (2,082,000)	$ 15,160,006	$ 16,038,218	$ 878,212

SAN ELIZARIO ISD
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - DEBT SERVICE FUND - UNAUDITED
FOR THE YEAR ENDED JUNE 30, 2024

Data Control Codes		Budgeted Amounts		Actual Amounts (GAAP BASIS)	Variance With Final Budget Positive or (Negative)
		Original	Final		
	REVENUES:				
5700	Total Local and Intermediate Sources	$ 627,898	$ 627,898	$ 499,117	$ (128,781)
5800	State Program Revenues	1,063,966	1,063,966	1,096,190	32,224
5020	Total Revenues	1,691,864	1,691,864	1,595,307	(96,557)
	EXPENDITURES:				
	Debt Service:				
0071	Principal on Long-Term Liabilities	740,000	740,000	740,000	-
0072	Interest on Long-Term Liabilities	883,413	883,413	883,413	-
0073	Bond Issuance Cost and Fees	1,000	1,000	1,000	-
6030	Total Expenditures	1,624,413	1,624,413	1,624,413	-
1200	Net Change in Fund Balances	67,451	67,451	(29,106)	(96,557)
0100	Fund Balance - July 1 (Beginning)	-	349,328	349,328	-
3000	Fund Balance - June 30 (Ending)	$ 67,451	$ 416,779	$ 320,222	$ (96,557)

EXHIBIT C-1

SAN ELIZARIO ISD
BALANCE SHEET
GOVERNMENTAL FUNDS - UNAUDITED
JUNE 30, 2024

Data Control Codes		General Fund	Major Special Revenue Fund	Other Funds	Total Governmental Funds
	ASSETS				
1110	Cash and Cash Equivalents	$ 13,595,860	$ -	$ 669,446	$ 14,265,306
1220	Property Taxes - Delinquent	604,519	-	77,019	681,538
1230	Allowance for Uncollectible Taxes	(54,948)	-	(6,829)	(61,777)
1240	Due from Other Governments	3,642,513	1,735,608	973,577	6,351,698
1260	Due from Other Funds	6,310,947	-	560,484	6,871,431
1300	Inventories	224,927	-	-	224,927
1000	Total Assets	$ 24,323,818	$ 1,735,608	$ 2,273,697	$ 28,333,123
	LIABILITIES				
2110	Accounts Payable	$ 378,747	$ 10,591	$ 10,838	$ 400,176
2150	Payroll Deductions and Withholdings Payable	357,018	-	-	357,018
2160	Accrued Wages Payable	1,264,266	139,715	152,629	1,556,610
2170	Due to Other Funds	3,939,271	1,585,302	751,299	6,275,872
2180	Due to Other Governments	1,528,045	-	2,500	1,530,545
2200	Accrued Expenditures	81,853	-	-	81,853
2300	Unearned Revenue	186,830	-	262,700	449,530
2000	Total Liabilities	7,736,030	1,735,608	1,179,966	10,651,604
	DEFERRED INFLOWS OF RESOURCES				
2601	Unavailable Revenue - Property Taxes	549,571	-	70,191	619,762
2600	Total Deferred Inflows of Resources	549,571	-	70,191	619,762
	FUND BALANCES				
	Nonspendable Fund Balance:				
3410	Inventories	171,031	-	-	171,031
	Restricted Fund Balance:				
3450	Federal or State Funds Grant Restriction	756,912	-	147,311	904,223
3470	Capital Acquisition and Contractural Obligation	-	-	392,601	392,601
3480	Retirement of Long-Term Debt	-	-	320,223	320,223
3490	Other Restricted Fund Balance	-	-	163,405	163,405
	Committed Fund Balance:				
3510	Construction	19,022	-	-	19,022
3545	Other Committed Fund Balance	1,773,522	-	-	1,773,522
3600	Unassigned Fund Balance	13,317,730	-	-	13,317,730
3000	Total Fund Balances	16,038,217	-	1,023,540	17,061,757
4000	Total Liabilities, Deferred Inflows & Fund Balances	$ 24,323,818	$ 1,735,608	$ 2,273,697	$ 28,333,123

The notes to the financial statements are an integral part of this statement.

SAN ELIZARIO ISD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS - UNAUDITED
FOR THE YEAR ENDED JUNE 30, 2024

Data Control Codes		General Fund	Major Special Revenue Fund	Other Funds	Total Governmental Funds
	REVENUES:				
5700	Total Local and Intermediate Sources	$ 3,333,080	$ -	$ 659,968	$ 3,993,048
5800	State Program Revenues	31,548,717	-	1,290,705	32,839,422
5900	Federal Program Revenues	3,952,053	6,133,489	2,835,156	12,920,699
5020	Total Revenues	38,833,850	6,133,489	4,785,829	49,753,169
	EXPENDITURES:				
	Current:				
0011	Instruction	17,543,323	3,296,573	1,364,705	22,204,601
0012	Instructional Resources and Media Services	155,370	507,838	8,967	672,175
0013	Curriculum and Instructional Staff Development	314,103	32,827	1,298,506	1,645,436
0021	Instructional Leadership	759,879	101,757	6,845	868,481
0023	School Leadership	1,415,121	913,026	10,425	2,338,572
0031	Guidance, Counseling, and Evaluation Services	1,196,118	388,488	173	1,584,779
0032	Social Work Services	59,484	158,239	1,253	218,976
0033	Health Services	361,326	62,325	83,553	507,204
0034	Student (Pupil) Transportation	1,834,701	19,087	367	1,854,155
0035	Food Services	3,609,887	27,018	383	3,637,288
0036	Extracurricular Activities	1,241,386	63,850	105,779	1,411,015
0041	General Administration	1,722,310	15,292	-	1,737,602
0051	Facilities Maintenance and Operations	5,349,221	192,085	163,844	5,705,150
0052	Security and Monitoring Services	1,311,739	68,395	(1,859)	1,378,275
0053	Data Processing Services	1,211,514	205,024	-	1,416,538
0061	Community Services	27,009	81,665	120,807	229,481
	Debt Service:				
0071	Principal on Long-Term Liabilities	192,612	-	742,066	934,678
0072	Interest on Long-Term Liabilities	-	-	883,413	883,413
0073	Bond Issuance Cost and Fees	-	-	1,000	1,000
	Capital Outlay:				
0081	Facilities Acquisition and Construction	2,068,973	-	-	2,068,973
	Intergovernmental:				
0099	Other Intergovernmental Charges	33,673	-	-	33,673
6030	Total Expenditures	40,407,749	6,133,489	4,790,227	51,331,465
1100	Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,573,899)	-	(4,398)	(1,578,296)
	OTHER FINANCING SOURCES (USES):				
7912	Sale of Real and Personal Property	10,523	-	-	10,523
1200	Net Change in Fund Balances	(1,563,376)	-	(4,398)	(1,567,773)
0100	Fund Balance - July 1 (Beginning)	17,601,594	-	1,027,937	18,629,531
3000	Fund Balance - June 30 (Ending)	$ 16,038,218	$ -	$ 1,023,539	$ 17,061,758

The notes to the financial statements are an integral part of this statement.

SAN ELIZARIO ISD
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS - UNAUDITED
FOR THE YEAR ENDED JUNE 30, 2024

	753 Health Insurance	770 Workers Comp	Total Internal Service Funds
OPERATING REVENUES:			
Local and Intermediate Sources	$ 4,318,090	$ 144,735	$ 4,462,825
Total Operating Revenues	4,318,090	144,735	4,462,825
OPERATING EXPENSES:			
Professional and Contracted Services	3,951,168	217,224	4,168,392
Other Operating Costs	1,084,132	-	1,084,132
Total Operating Expenses	5,035,300	217,224	5,252,524
Operating Income (Loss)	(717,210)	(72,489)	(789,699)
NONOPERATING REVENUES (EXPENSES):			
Earnings from Temporary Deposits & Investments	860	62,483	63,343
Total Nonoperating Revenues (Expenses)	860	62,483	63,343
Change in Net Position	(716,350)	(10,006)	(726,356)
Total Net Position - July 1 (Beginning)	(240,359)	1,033,273	792,914
Total Net Position - June 30 (Ending)	$ (956,709)	$ 1,023,267	$ 66,558

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MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Financial Reports – Investment Report
Date: August 14, 2024

HISTORY: Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding report period in accordance with section 2256.023 of the Texas Government Code.

RATIONALE: The purpose of this agenda item is to present that investment report for the month of June 2024.

BUDGET IMPACT: Interest earned by fund is summarized in the investment report which is attached to this memo.

ADMINISTRATIVE RECOMMENDATION: This report is for information only.

Please check one: ☐ For approval ☒ Report / Information only ☐ Recognition only

San Elizario I.S.D.
Statement of Interest Earned
For The Twelve Months Ending June 30, 2024

General Fund	**$**	**651,813.91**
Interest & Sinking (Debt Service) Fund	**$**	**27,101.97**
Capital Projects Fund	**$**	**20,381.62**
Health Insurance Fund	**$**	**906.92**
Workers Compensation Fund	**$**	**68,103.72**
Total	**$**	**768,308.14**

We, the undersigned Investment Officers, do hereby certify that the above investment information, is in compliance with Board Policy (CDA Local) and requirements stated in Sec. 2256.023 of the PFIA.

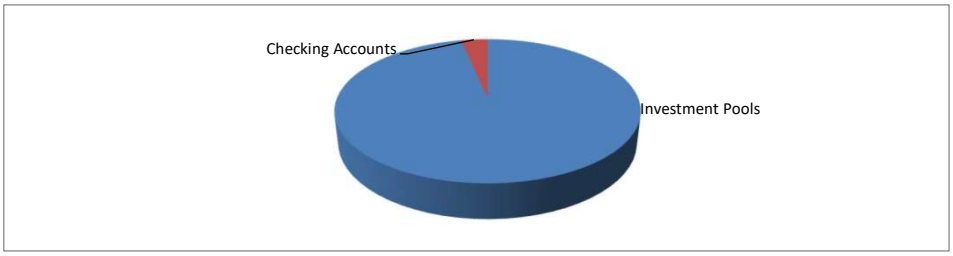
Norberto Rivas

Chief Financial Officer

August 2, 2024
Date

Portfolio Diversification

By Investment Type	Current Market Value	Portfolio %	Investment Maturity
Investment Pools	$ 15,059,525	96.65%	Overnight
Checking Accounts	$ 522,769	3.35%	Overnight
	$ 15,582,294		



General Fund

Wells Fargo- General Operating Checking Account

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Earnings Allowance*	*Net Earnings Allowance*
01-Jul-23	31-Jul-23	Overnight	$ 649,456.02	1.65%	$ 933.11
01-Aug-23	31-Aug-23	Overnight	$ 1,345,105.79	1.65%	$ 1,663.34
01-Sep-23	30-Sep-23	Overnight	$ 522,659.56	1.65%	$ 1,151.62
01-Oct-23	31-Oct-23	Overnight	$ 488,872.61	1.65%	$ 989.77
01-Nov-23	30-Nov-23	Overnight	$ 969,576.22	1.65%	$ 966.59
01-Dec-23	31-Dec-23	Overnight	$ 635,441.64	1.65%	$ 1,185.76
01-Jan-24	31-Jan-24	Overnight	$ 965,391.56	1.65%	$ 1,419.77
01-Feb-24	28-Feb-24	Overnight	$ 249,064.67	1.65%	$ 1,023.64
01-Mar-24	31-Mar-24	Overnight	$ 871,953.86	1.65%	$ 1,147.96
01-Apr-24	30-Apr-24	Overnight	$ 468,921.17	1.65%	$ 911.07
01-May-24	31-May-24	Overnight	$ 731,298.96	1.65%	$ 885.93
01-Jun-24	30-Jun-24	Overnight	$ 469,045.55	1.65%	$ 1,008.06
				Net Earnings Allowance:	**$ 13,286.62**

Earnings allowance is earned based on the available bank balance and is used to offset monthly bank analyzed charges.

Wells Fargo- Food Service Checking Account

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Earnings Allowance*	*Net Earnings Allowance*
01-Jul-23	31-Jul-23	Overnight	$ 26,501.35	0.00%	$ -
01-Aug-23	31-Aug-23	Overnight	$ 35,566.24	0.00%	$ -
01-Sep-23	30-Sep-23	Overnight	$ 48,921.34	0.00%	$ -
01-Oct-23	31-Oct-23	Overnight	$ 59,428.54	0.00%	$ -
01-Nov-23	30-Nov-23	Overnight	$ 81,122.54	0.00%	$ -
01-Dec-23	31-Dec-23	Overnight	$ 88,807.42	0.00%	$ -
01-Jan-24	31-Jan-24	Overnight	$ 102,611.32	0.00%	$ -
01-Feb-24	28-Feb-24	Overnight	$ 264,592.75	0.00%	$ -
01-Mar-24	31-Mar-24	Overnight	$ 52,865.30	0.00%	$ -
01-Apr-24	30-Apr-24	Overnight	$ 11,329.20	0.00%	$ -
01-May-24	31-May-24	Overnight	$ 6,298.93	0.00%	$ -
01-Jun-24	30-Jun-24	Overnight	$ 4,384.86	0.00%	$ -
				Net Earnings Allowance:	**$ -**

This bank balance is combined with the general operating account for the purpose of the earning allowance.

Lone Star Investment Pool- Corporate Overnight Plus Fund

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-23	31-Jul-23	Overnight	$ 4,189,259.96	5.37%	$ 21,019.72
01-Aug-23	31-Aug-23	Overnight	$ 652,739.69	5.53%	$ 15,037.66
01-Sep-23	30-Sep-23	Overnight	$ 7,288,438.93	5.59%	$ 12,272.15
01-Oct-23	31-Oct-23	Overnight	$ 6,102,258.19	5.61%	$ 29,650.88
01-Nov-23	30-Nov-23	Overnight	$ 7,938,276.94	5.65%	$ 28,477.29
01-Dec-23	31-Dec-23	Overnight	$ 8,293,429.07	5.65%	$ 37,134.66
01-Jan-24	31-Jan-24	Overnight	$ 7,872,306.00	5.60%	$ 37,202.92
01-Feb-24	28-Feb-24	Overnight	$ 8,245,472.71	5.52%	$ 37,702.74
01-Mar-24	31-Mar-24	Overnight	$ 8,352,993.24	5.49%	$ 35,471.27
01-Apr-24	30-Apr-24	Overnight	$ 3,821,529.60	5.47%	$ 29,407.10
01-May-24	31-May-24	Overnight	$ 4,440,585.70	5.46%	$ 16,764.40
01-Jun-24	30-Jun-24	Overnight	$ 6,540,787.10	5.45%	$ 24,295.27
				Interest Earned:	**$ 324,436.06**

Lone Star Investment Pool- Corporate Overnight Fund

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-23	31-Jul-23	Overnight	$ 494,622.42	5.31%	$ 2,220.52
01-Aug-23	31-Aug-23	Overnight	$ 496,926.76	5.49%	$ 2,304.34
01-Sep-23	30-Sep-23	Overnight	$ 198,456.32	5.53%	$ 1,529.56
01-Oct-23	31-Oct-23	Overnight	$ 199,394.19	5.57%	$ 937.87
01-Nov-23	30-Nov-23	Overnight	$ 200,314.42	5.62%	$ 920.23
01-Dec-23	31-Dec-23	Overnight	$ 201,267.02	5.60%	$ 952.60
01-Jan-24	31-Jan-24	Overnight	$ 202,214.35	5.56%	$ 947.33
01-Feb-24	28-Feb-24	Overnight	$ 203,095.62	5.50%	$ 881.27
01-Mar-24	31-Mar-24	Overnight	$ 204,037.86	5.48%	$ 942.24
01-Apr-24	30-Apr-24	Overnight	$ 204,950.22	5.46%	$ 912.36
01-May-24	31-May-24	Overnight	$ 205,901.02	5.44%	$ 944.80
01-Jun-24	30-Jun-24	Overnight	$ 206,818.83	5.44%	$ 917.81
				Interest Earned:	**$ 14,410.93**

Lone Star Investment Pool- Government Overnight Fund

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-23	31-Jul-23	Overnight	$ 3,719,012.57	5.12%	$ 16,018.37
01-Aug-23	31-Aug-23	Overnight	$ 3,772,036.61	5.30%	$ 16,841.76
01-Sep-23	30-Sep-23	Overnight	$ 811,493.50	5.32%	$ 9,107.19
01-Oct-23	31-Oct-23	Overnight	$ 846,034.89	5.32%	$ 3,747.15
01-Nov-23	30-Nov-23	Overnight	$ 990,011.73	5.35%	$ 4,081.29
01-Dec-23	31-Dec-23	Overnight	$ 1,625,961.60	5.35%	$ 5,671.98
01-Jan-24	31-Jan-24	Overnight	$ 2,336,958.63	5.34%	$ 9,004.87
01-Feb-24	28-Feb-24	Overnight	$ 2,657,957.47	5.33%	$ 10,914.99
01-Mar-24	31-Mar-24	Overnight	$ 2,735,932.51	5.33%	$ 12,191.30
01-Apr-24	30-Apr-24	Overnight	$ 2,792,941.42	5.33%	$ 12,035.30
01-May-24	31-May-24	Overnight	$ 2,838,731.30	5.32%	$ 12,689.03
01-Jun-24	30-Jun-24	Overnight	$ 2,887,248.44	5.33%	$ 12,484.47
				Interest Earned:	**$ 124,787.70**

Texas CLASS Investment Pool- General Fund

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-23	31-Jul-23	Overnight	$ 3,339,233.84	5.32%	$ 15,064.21
01-Aug-23	31-Aug-23	Overnight	$ 3,354,796.04	5.48%	$ 15,562.20
01-Sep-23	30-Sep-23	Overnight	$ 3,370,052.51	5.52%	$ 15,256.47
01-Oct-23	31-Oct-23	Overnight	$ 3,385,987.26	5.55%	$ 15,934.75
01-Nov-23	30-Nov-23	Overnight	$ 3,401,566.98	5.86%	$ 15,579.72
01-Dec-23	31-Dec-23	Overnight	$ 3,417,709.14	5.57%	$ 16,142.16
01-Jan-24	31-Jan-24	Overnight	$ 3,433,781.29	5.54%	$ 16,072.15
01-Feb-24	28-Feb-24	Overnight	$ 3,448,733.25	5.48%	$ 14,951.96
01-Mar-24	31-Mar-24	Overnight	$ 3,464,731.82	5.47%	$ 15,998.57
01-Apr-24	30-Apr-24	Overnight	$ 3,480,181.17	5.43%	$ 15,449.35
01-May-24	31-May-24	Overnight	$ 3,492,214.11	5.43%	$ 16,032.94
01-Jun-24	30-Jun-24	Overnight	$ 3,511,800.91	5.43%	$ 15,586.80
				Interest Earned:	**$ 187,631.28**

GECU- Certificate of Deposit (Date Opened: 4/21/2021 Maturity Date: account closed)

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-23	31-Jul-23	Overnight	$ 250,000.00	0.80%	$ 169.86
01-Aug-23	31-Aug-23	Overnight	$ 250,000.00	0.80%	$ 169.86
01-Sep-23	30-Sep-23	Overnight	$ 250,000.00	0.80%	$ 164.38
01-Oct-23	31-Oct-23	Overnight	$ -	0.80%	$ 43.84
				Interest Earned:	**$ 547.94**

Total General Fund Interest Earned	**$ 651,813.91**

Interest & Sinking Fund (Debt Service)

Lone Star Investment Pool- Corporate Overnight Plus Fund

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-23	31-Jul-23	Overnight	$ 259,349.66	5.37%	$ 1,176.33
01-Aug-23	31-Aug-23	Overnight	$ 260,566.79	5.53%	$ 1,217.13
01-Sep-23	30-Sep-23	Overnight	$ 261,761.22	5.58%	$ 1,194.43
01-Oct-23	31-Oct-23	Overnight	$ 263,008.00	5.61%	$ 1,246.78
01-Nov-23	30-Nov-23	Overnight	$ 264,230.18	5.65%	$ 1,222.18
01-Dec-23	31-Dec-23	Overnight	$ 265,497.97	5.65%	$ 1,267.79
01-Jan-24	31-Jan-24	Overnight	$ 266,757.55	5.60%	$ 1,259.58
01-Feb-24	28-Feb-24	Overnight	$ 267,923.78	5.52%	$ 1,166.23
01-Mar-24	31-Mar-24	Overnight	$ 269,170.22	5.49%	$ 1,246.44
01-Apr-24	30-Apr-24	Overnight	$ 133,388.59	5.47%	$ 920.89
01-May-24	31-May-24	Overnight	$ 134,005.64	5.46%	$ 617.05
01-Jun-24	30-Jun-24	Overnight	$ 134,604.45	5.45%	$ 598.81
				Interest Earned:	**$ 13,133.64**

Lone Star Investment Pool- Government Overnight Fund

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-23	31-Jul-23	Overnight	$ 138,613.06	5.12%	$ 587.35
01-Aug-23	31-Aug-23	Overnight	$ 144,759.38	5.30%	$ 639.92
01-Sep-23	30-Sep-23	Overnight	$ 149,912.51	5.32%	$ 640.91
01-Oct-23	31-Oct-23	Overnight	$ 156,118.98	5.32%	$ 691.58
01-Nov-23	30-Nov-23	Overnight	$ 188,443.13	5.35%	$ 767.34
01-Dec-23	31-Dec-23	Overnight	$ 336,227.61	5.35%	$ 1,128.51
01-Jan-24	31-Jan-24	Overnight	$ 501,707.42	5.34%	$ 1,906.75
01-Feb-24	28-Feb-24	Overnight	$ 576,192.61	5.33%	$ 2,362.64
01-Mar-24	31-Mar-24	Overnight	$ 593,699.36	5.33%	$ 2,644.87
01-Apr-24	30-Apr-24	Overnight	$ 105,270.68	5.33%	$ 1,592.87
01-May-24	31-May-24	Overnight	$ 112,795.39	5.32%	$ 494.79
01-Jun-24	30-Jun-24	Overnight	$ 120,891.05	5.33%	$ 510.80
				Interest Earned:	**$ 13,968.33**

Total Debt Service Fund Interest Earned **$ 27,101.97**

Capital Projects Fund

2015 Bond Construction Fund - Government Overnight Fund

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-23	31-Jul-23	Overnight	$ 375,560.02	5.12%	$ 1,625.42
01-Aug-23	31-Aug-23	Overnight	$ 377,250.04	5.30%	$ 1,690.02
01-Sep-23	30-Sep-23	Overnight	$ 378,898.46	5.32%	$ 1,648.42
01-Oct-23	31-Oct-23	Overnight	$ 380,611.45	5.32%	$ 1,712.99
01-Nov-23	30-Nov-23	Overnight	$ 382,285.29	5.35%	$ 1,673.84
01-Dec-23	31-Dec-23	Overnight	$ 384,023.56	5.35%	$ 1,738.27
01-Jan-24	31-Jan-24	Overnight	$ 385,761.40	5.34%	$ 1,737.84
01-Feb-24	28-Feb-24	Overnight	$ 387,391.26	5.33%	$ 1,629.86
01-Mar-24	31-Mar-24	Overnight	$ 389,140.29	5.33%	$ 1,749.03
01-Apr-24	30-Apr-24	Overnight	$ 390,838.89	5.33%	$ 1,698.60
01-May-24	31-May-24	Overnight	$ 392,601.27	5.32%	$ 1,762.38
01-Jun-24	30-Jun-24	Overnight	$ 394,316.22	5.33%	$ 1,714.95
				Interest Earned:	**$ 20,381.62**

Total Capital Projects Fund Interest Earned **$ 20,381.62**

Health Insurance Fund

Wells Fargo- Health Insurance

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-23	31-Jul-23	Overnight	$ 9,511.35	1.01%	$ 72.65
01-Aug-23	31-Aug-23	Overnight	$ 71,472.99	1.09%	$ 99.59
01-Sep-23	30-Sep-23	Overnight	$ 211,011.65	1.09%	$ 84.92
01-Oct-23	31-Oct-23	Overnight	$ 115,018.64	1.09%	$ 73.87
01-Nov-23	30-Nov-23	Overnight	$ 41,656.04	1.09%	$ 43.19
01-Dec-23	31-Dec-23	Overnight	$ 145,386.33	1.09%	$ 150.52
01-Jan-24	31-Jan-24	Overnight	$ 107,065.31	1.09%	$ 87.53
01-Feb-24	28-Feb-24	Overnight	$ 53,911.08	1.09%	$ 61.56
01-Mar-24	31-Mar-24	Overnight	$ 4,194.12	1.09%	$ 90.03
01-Apr-24	30-Apr-24	Overnight	$ 98,454.18	1.09%	$ 56.17
01-May-24	31-May-24	Overnight	$ 100,061.38	1.09%	$ 40.14
01-Jun-24	30-Jun-24	Overnight	$ 34,942.73	1.09%	$ 46.75
				Interest Earned:	**$ 906.92**

Total Health Insurance Fund Interest Earned **$ 906.92**

Workers Compensation Fund

Wells Fargo- Worker's Compensation

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-23	31-Jul-23	Overnight	$ 75,307.93	1.02%	$ 67.96
01-Aug-23	31-Aug-23	Overnight	$ 67,882.22	1.09%	$ 65.26
01-Sep-23	30-Sep-23	Overnight	$ 102,225.44	1.09%	$ 79.42
01-Oct-23	31-Oct-23	Overnight	$ 102,168.73	1.09%	$ 88.90
01-Nov-23	30-Nov-23	Overnight	$ 90,700.70	1.09%	$ 86.29
01-Dec-23	31-Dec-23	Overnight	$ 75,924.22	1.09%	$ 83.22
01-Jan-24	31-Jan-24	Overnight	$ 24,254.93	1.09%	$ 59.27
01-Feb-24	28-Feb-24	Overnight	$ 14,149.52	1.09%	$ 15.78
01-Mar-24	31-Mar-24	Overnight	$ 5,300.03	1.09%	$ 9.27
01-Apr-24	30-Apr-24	Overnight	$ 22,103.33	1.09%	$ 11.86
01-May-24	31-May-24	Overnight	$ 22,662.47	1.09%	$ 16.23
01-Jun-24	30-Jun-24	Overnight	$ 14,395.44	1.09%	$ 15.96
				Interest Earned:	**$ 599.42**

Lone Star Investment Pool- Corporate Overnight Fund

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-23	31-Jul-23	Overnight	$ 1,200,945.31	5.31%	$ 5,391.44
01-Aug-23	31-Aug-23	Overnight	$ 1,206,540.26	5.49%	$ 5,594.95
01-Sep-23	30-Sep-23	Overnight	$ 1,212,022.62	5.53%	$ 5,482.36
01-Oct-23	31-Oct-23	Overnight	$ 1,217,750.99	5.57%	$ 5,728.37
01-Nov-23	30-Nov-23	Overnight	$ 1,223,371.07	5.62%	$ 5,620.08
01-Dec-23	31-Dec-23	Overnight	$ 1,229,188.82	5.60%	$ 5,817.75
01-Jan-24	31-Jan-24	Overnight	$ 1,234,974.38	5.56%	$ 5,785.56
01-Feb-24	28-Feb-24	Overnight	$ 1,240,356.54	5.50%	$ 5,382.16
01-Mar-24	31-Mar-24	Overnight	$ 1,246,111.02	5.48%	$ 5,754.48
01-Apr-24	30-Apr-24	Overnight	$ 1,251,683.05	5.46%	$ 5,572.03
01-May-24	31-May-24	Overnight	$ 1,257,453.03	5.44%	$ 5,769.98
01-Jun-24	30-Jun-24	Overnight	$ 1,263,058.17	5.44%	$ 5,605.14
				Interest Earned:	**$ 67,504.30**

Total Worker's Compensation Fund Interest Earned : **$ 68,103.72**

Lone★Star™ Investment Pool

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First Public
12007 Research Blvd.
Austin, Texas 78759
800-558-8875 • firstpublic.com

Fund Performance Update

June 30, 2024

Comments by Mellon, Investment Manager

Custodian Bank: State Street Bank

Investment Managers:
American Beacon Advisors and
Mellon Investments Corp (Dreyfus)

US Treasury yields fell modestly across the curve in June on continued expectations that the Federal Reserve (Fed) will not be cutting the target rate in the next few months. During the month, yields were lower by as much as 13 basis points and equity markets continued to trend higher. The Dow Jones Industrial Average®, S&P 500® and Nasdaq-100® indexes reached new all-time highs and gained 1.1%, 6.0% and 3.5%, respectively. The May jobs report, which released in early June, showed a rebound from a softer-than-expected April report. Non-farm payrolls increased by 272,000, well-above consensus estimates of 180,000. The unemployment rate rose to 4.0% after being below 4.0% since January 2022. Inflation slowed more than expected in May, with the Core CPI increasing just 0.16% month over month (3.4% year over year), the slowest pace since August 2021. Importantly, a monthly rate consistent with the 2% inflation target. Headline inflation also declined to 3.3% year over year on the back of a 0.01% month-over-month increase, thanks to lower gasoline prices and food prices (increasing just 0.1% month over month). As expected, the Fed left rates unchanged at the June 12 Federal Open Market Committee (FOMC) meeting with rates in the 5.25% to 5.5% range. The “dot plot” implied just one cut in 2024, versus three cuts implied previously in March. At the end of June, the federal funds futures was fully pricing in one rate cut of 25 basis points and a 77% probability of a second cut by the end of 2024.

The Lone Star Investment Pool Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, changes, and expenses associated with this or any security prior to investing. 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 seeks to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in Lone Star. For further information or for an Information Statement contact First Public at 800-558-8875. The return information is net of all current operating expenses. The return represents past performance and is no indication of future results.

Active Participants This Month

Schools and Colleges	592
Other Governmental Entities	91
Total	*683*

Lone★Star™
Investment Pool

Government Overnight Fund

Return Information

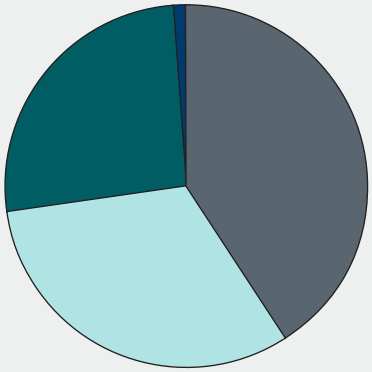
June 30, 2024

Average Monthly Return (a)	5.33%
SEC 7-day Fund Yield (b)	5.34%
Weighted Average Maturity One (c)	34 days
Weighted Average Maturity Two (c)	101 days
Portfolio Maturing beyond One Year	7%
Net Asset Value (NAV)	$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

Inventory Position

	Book Value	Market Value
Cash/Repo	2,030,264,004.61	2,030,264,004.61
US Treasuries	1,664,186,319.39	1,664,040,188.78
Agencies	2,639,426,007.36	2,639,244,459.28
Money Market Funds	86,663,269.79	86,663,269.79
Total Assets	*6,420,539,601.15*	*6,420,211,922.46*

Investment Distribution



(a) The return information represents the average annualized rate of return on investments for the time period referenced. Return rates reflect a partial waiver of the Lone Star Investment Pool operating expense. Past performance is no guarantee of future results.

Lone★Star™
Investment Pool

Corporate Overnight Fund

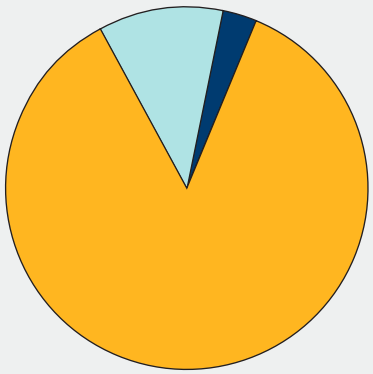
Return Information
June 30, 2024

Average Monthly Return (a)	5.44%
SEC 7-day Fund Yield (b)	5.44%
Weighted Average Maturity One (c)	42 days
Weighted Average Maturity Two (c)	78 days
Portfolio Maturing beyond One Year	0%
Net Asset Value (NAV)	$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

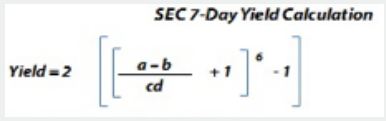
Inventory Position

	Book Value	Market Value
Cash/Repo	409,252,675.92	409,252,675.92
US Treasuries	-	-
Agencies	-	-
Commercial Paper	3,254,813,066.85	3,253,672,563.05
Money Market Funds	107,117,493.31	107,117,493.31
Total Assets	*3,771,183,236.08*	*3,770,042,732.28*

Investment Distribution



(b)



a - Dividend and interest income
b - Expenses accrued for the period
c - Average daily number of shares outstanding during the period that was entitled to dividends
d - Maximum offering price per share on the last day of the period

Lone★Star™
Investment Pool

Corporate Overnight Plus Fund

Return Information

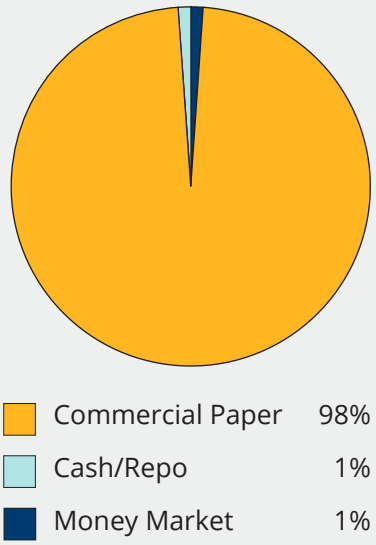
June 30, 2024

Average Monthly Return (a)	5.45%
SEC 7-day Fund Yield (b)	5.46%
Weighted Average Maturity One (c)	52 days
Weighted Average Maturity Two (c)	94 days
Portfolio Maturing beyond One Year	0%
Net Asset Value (NAV)	$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAf/S1+

Inventory Position

	Book Value	Market Value
Cash/Repo	151,634,799.12	151,634,799.12
US Treasuries	-	-
Agencies	-	-
Commercial Paper	10,749,020,887.38	10,745,023,940.39
Money Market Funds	114,700,112.85	114,700,112.85
Total Assets	*11,015,355,799.35*	*11,011,358,852.36*

Investment Distribution



(c) The Weighted Average Maturity One calculation uses the industry standard definition of state maturity for floating rate instruments, the number of days until the next reset date. The Weighted Average Maturity Two calculation uses the final maturity of any floating rate instruments, as opined in Texas Attorney General Opinion No. JC0359.

Texas CLASS

	Texas CLASS	
Date	Dividend Rate	Daily Yield
06/01/2024	0.000000000	5.4341%
06/02/2024	0.000000000	5.4341%
06/03/2024	0.000148459	5.4336%
06/04/2024	0.000148656	5.4408%
06/05/2024	0.000148433	5.4327%
06/06/2024	0.000148452	5.4333%
06/07/2024	0.000445524	5.4354%
06/08/2024	0.000000000	5.4354%
06/09/2024	0.000000000	5.4354%
06/10/2024	0.000148432	5.4326%
06/11/2024	0.000148247	5.4259%
06/12/2024	0.000148401	5.4315%
06/13/2024	0.000148126	5.4211%
06/14/2024	0.000444240	5.4197%
06/15/2024	0.000000000	5.4197%
06/16/2024	0.000000000	5.4197%
06/17/2024	0.000148057	5.4191%
06/18/2024	0.000295694	5.4112%
06/19/2024	0.000000000	5.4112%
06/20/2024	0.000148245	5.4263%
06/21/2024	0.000444645	5.4247%
06/22/2024	0.000000000	5.4247%
06/23/2024	0.000000000	5.4247%
06/24/2024	0.000148006	5.4170%
06/25/2024	0.000147803	5.4096%
06/26/2024	0.000148306	5.4280%
06/27/2024	0.000148469	5.4340%
06/28/2024	0.000445830	5.4391%
06/29/2024	0.000000000	5.4391%
06/30/2024	0.000000000	5.4391%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

San Elizario I.S.D.
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Horacio Hernandez, Executive Director of Technology
Subject: Approval of PO # 51676 - Dell Marketing
Date: August 14, 2024

HISTORY:
Integrating educational technology for 9th-grade students enhances interaction between students and teachers, creating a more engaging learning environment. This exposure prepares students for real-world applications in careers, colleges, universities, and technical schools, equipping them with essential skills for a tech-driven world.

RATIONALE:
This purchase will support the 1:1 technology initiative integration for the 9th-grade high school students—a device assigned per student providing technology for online learning.

BUDGET IMPACT:
The total cost for these 250 laptops with protective case and headsets is $151,905.00.

ADMINISTRATIVE RECOMMENDATION:
The administrative recommendation is to approve the purchase of these devices. These devices are needed to ensure adequate emerging technology hardware and software for students.

Please check one: x For approval □ Report/Information only □ Recognition only

San Elizario Independent School District

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

PURCHASE ORDER NUMBER
51676

Date: 08/08/2024

VENDOR: 4073

TO: Dell Marketing L.P.
P.O. Box 676021
Dallas, TX 75267-6021

SHIP TO: San Elizario Independent School
200 N. Herring
San Elizario, TX 79849-

ATTN:
VENDOR PHONE: 800-274-7799
VENDOR FAX: 512-283-3617
VENDOR EMAIL:

REC. LOC: Technology
REC. GRP: Technology - M. Fierro

LINE	ITEM	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TOTAL
1		250.00000	EA	AD105449	28.61	0.00	7152.50
	CS-San Elizario ISD-USB Headset H540 TX DIR-TSO-3763						
2		250.00000	EA	AD105335	26.69	0.00	6672.50
	CS-San Elizario ISD-DROPTECH FOR DELL LATITUDE 3340 2-IN-1						
3		250.00000	EA	210-BGCK	552.32	0.00	138080.00
	Latitude 3340 2-in-1: BaseDell Latitude 3340, BTX						

TOTAL **151905.00**

P.O. Source	Account Number	Amount
Budget Requisition	211.11.6395.00.001.30	151,905

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

INSTRUCTIONS TO VENDORS

1. Reference all packages & packing slips with PO Number
2. Ship prepaid
3. Tax Exempt No. 74 6002231
4. Invoice in duplicate; Attn: Accounts Payable
5. Do not fill order at higher price without Purchasing Dept. approval
6. POs are cancelled if not shipped complete within 90 days.
7. If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

Roberto Reina

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Leo Benitez, Supervisor-Support Services/Transportation
Jesus Martinez, Executive Director of Support Services
Subject: Approval of PO # 51677 – Caldwell Country Chevrolet
Date: August 14, 2024

HISTORY:

As part of our fleet cycling program, we replace older vehicles with new ones to keep our fleet in a safe and efficient operating condition. Cycling is done in phases for budgetary feasibility. The purchase of the van had previously been approved by the Board under PO# 51440. However, this van is no longer in stock. We are requesting approval to purchase a van from Caldwell Country Chevrolet that is currently in stock.

RATIONALE:

The purchase of this vehicles will improve our fleet dependability and efficiency while benefiting support operations. The van will store HVAC equipment and will be used to provide service at all district facilities. This vehicle will replace a 1998 Ford F-150 truck. The vehicle replaced by this purchase will be sent to auction once discard is approved.

BUDGET:

The funds to cover this purchase have been allocated from the 199-account budget.
Total cost is: $45,760.00

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the purchase order for Caldwell Country Chevrolet

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

San Elizario Independent School District

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

PURCHASE ORDER NUMBER
51677

Date: 08/08/2024

VENDOR: 2366

TO: Caldwell Country Chevrolet
P.O Box 27
Caldwell, TX 77836

SHIP TO: San Elizario Independent School
200 N. Herring Rd
San Elizario, TX 79849-

ATTN:
VENDOR PHONE: 979-567-6116
VENDOR FAX: 979-567-0853
VENDOR EMAIL:

REC. LOC: Maintenance
REC. GRP: Support Services - S. Martinez

LINE	ITEM	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TOTAL
1		1.00000	EA	1WT	43500.00	0.00	43500.00
	2024 CHEVROLET EXPRESS CARGO VAN 2500, WHITE						
2		1.00000	EA	DEL CHR	1860.00	0.00	1860.00
	DELIVERY CHARGE						
3		1.00000	EA	COOP FEE	400.00	0.00	400.00
	COOP FEE						

*BUY BOARD# 724-23
PLEASE SEND PO TO TRANS. DEPT.

WHITE FLEET

SANDY MARTINEZ / EXT 4659

TOTAL 45760.00

P.O. Source	Account Number	Amount
Budget Requisition	199.51.6631.82.851.99	45,760

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

INSTRUCTIONS TO VENDORS

1. Reference all packages & packing slips with PO Number
2. Ship prepaid
3. Tax Exempt No. 74 6002231
4. Invoice in duplicate; Attn: Accounts Payable
5. Do not fill order at higher price without Purchasing Dept. approval
6. POs are cancelled if not shipped complete within 90 days.
7. If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

Norberto Reinas

San Elizario I.S.D.
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Horacio Hernandez, Technology Director
Subject: Approval of PO # 51678 - Dell Marketing
Date: August 14, 2024

HISTORY:
Providing educational technology is essential for enhancing academic interactions between students and teachers. These devices modernize education, preparing students for future success in higher education and the workforce by equipping them with vital digital skills..

RATIONALE:
This purchase supports the 1:1 technology initiative for Kinder, 3rd-grade, and 7th-grade student cohorts by providing each student with a device, enhancing online learning and preparing them for future academic and professional environments where technology is essential.

BUDGET IMPACT:
The total cost for these 615 Chromebooks and management licenses is $201,307.95. Devices will be distributed per campus: 220 Chromebooks for GEMS, 170 Chromebooks for Sambrano Elementary School, 75 Chromebooks for Alarcon Elementary School, and 150 Chromebooks for Borrego Elementary School. This order also includes a headset and a case protector per device.

ADMINISTRATIVE RECOMMENDATION:
The administrative recommendation is to approve the purchase of these devices. These devices are needed to ensure adequate emerging technology hardware and software for students.

Please check one: x For approval □ Report/Information only □ Recognition only.

San Elizario Independent School District

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

PURCHASE ORDER NUMBER
51678

Date: 08/08/2024

VENDOR: 4073

TO: Dell Marketing L.P.
P.O. Box 676021
Dallas, TX 75267-6021

SHIP TO: San Elizario Independent School
200 N. Herring
San Elizario, TX 79849-

ATTN:
VENDOR PHONE: 800-274-7799
VENDOR FAX: 512-283-3617
VENDOR EMAIL:

REC. LOC: Technology
REC. GRP: Technology - M. Fierro

LINE	ITEM	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TOTAL
1		615.00000	EA	AD105336 CS-San Elizario ISD-DROPTECH FOR DELL 3120/3110/3100 CHROMEBOOK DIR-TSO-3763 Please deliver: 170 devices to Sambrano 150 devices to Borrego 75 devices to Alarcon 220 devices to GEMS	26.69	0.00	16414.35
2		615.00000	EA	210-BCGK Chromebook 3110: Chromebook 3110Dell Chromebook 3110	300.64	0.00	184893.60

TOTAL **201307.95**

P.O. Source	Account Number	Amount
Budget Requisition	211.11.6395.00.041.30	72,470.87
Budget Requisition	211.11.6395.00.101.30	24,156.95
Budget Requisition	211.11.6395.00.103.30	56,366.23
Budget Requisition	211.11.6395.00.104.30	48,313.9

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

INSTRUCTIONS TO VENDORS

1. Reference all packages & packing slips with PO Number
2. Ship prepaid
3. Tax Exempt No. 74 6002231
4. Invoice in duplicate; Attn: Accounts Payable
5. Do not fill order at higher price without Purchasing Dept. approval
6. POs are cancelled if not shipped complete within 90 days.
7. If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

Roberto Reina

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Lisa D. Renegar, Research and Evaluation Administrator
Subject: Approval of PO# 51679 – NWEA MAP Testing Services
Date: August 14, 2024

HISTORY:

San Elizario ISD has used the NWEA MAP assessment for 2 years as our primary method of measuring academic growth for each student in reading and mathematics. The 2024-2025 school year will be the third year of MAP implementation.

RATIONALE:

This item is the NWEA MAP purchase approval for the 2024-2025 school year, which will give all students in K-12 seats to online MAP testing in reading, mathematics, and science (grades 5, 8, and 9). Testing occurs 3 times per year.

BUDGET:

The total is $36,450.00 and the account that will be used is 211.11.6268.11.802.30.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board of Trustees approve this P.O. as presented.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition
☒ Attachment Included

San Elizario Independent School District

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

PURCHASE ORDER NUMBER
51679

Date: 08/08/2024

VENDOR: 10762

TO: NWEA
121 SW Everett Street
Portland, OR

SHIP TO: San Elizario Independent School
200 N. Herring
San Elizario, TX 79849-

ATTN:
VENDOR PHONE:
VENDOR FAX:
VENDOR EMAIL:

REC. LOC: Superintendent Office - A.
REC. GRP: Superintendent Office - A.

LINE	ITEM QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TOTAL
1	1.00000			36450.00		36450.00

MAP Growth K-12 Student Access

Online Assessment to measure student academic Growth in grades K-12

DIP: 2.11.10

Allied States ESC 19 #24-7474

P&I
Lisa Renegar

TOTAL 36450.00

P.O. Source	Account Number	Amount
Project Requisition	211.11.6268.11.802.30	36,450

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

INSTRUCTIONS TO VENDORS

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4. Invoice in duplicate; Attn: Accounts Payable
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THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

Roberto Reinas

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Mr. Troy Enriquez, San Elizario High School Principal
Subject: Barnes & Noble PO #51548 - Revision
Date: August 14, 2024

HISTORY:
San Elizario High School offers the San Elizario Early College High School (SEECHS) program. The SEECHS program offers students the opportunity for dual college courses.

RATIONALE:
San Elizario High School has had an increase in the San Elizario Early College High School (SEECHS) program. An increase in dual college courses requires the purchase of additional textbooks for all enrolled SEECHS students to be successful.

BUDGET: $50,945.91

ADMINISTRATIVE RECOMMENDATION:
The administrative recommendation is to approve and increase purchase order # 51548 to $50,4954.91, which will be readily available for the purchase of necessary dual college course textbooks for the Fall semester.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition
☒ Attachment Included

San Elizario Independent School District

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

BLANKET/PROJECT PURCHASE
51548

Date: 07/17/2024

VENDOR: 10770

TO: Barnes & Noble Education, Inc.
120 Mountain View Blvd
BASKING RIDGE, NJ 07920

SHIP TO: San Elizario Independent School
200 N Herring
San Elizario, TX 79849-

ATTN:
VENDOR PHONE:
VENDOR FAX:
VENDOR EMAIL:

REC. LOC: San Elizario HS - G. Castro
REC. GRP: San Elizario HS - G. Castro

LINE	ITEM	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TOTAL
1		1.00000			50945.91		50945.91

Open Purchase Order
Dual Credit Books
24-25 School Year

Req by: T.Enriquez

Revision #1 8/14/2024

TOTAL 50945.91

P.O. Source	Account Number	Amount
Project Requisition	199.11.6321.00.001.38	50,945.91

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

Revision #1

INSTRUCTIONS TO VENDORS

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4. Invoice in duplicate; Attn: Accounts Payable
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6. POs are cancelled if not shipped complete within 90 days.
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THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Ms. Aggie Reyes, Executive Director of Child Nutrition Services
Subject: Purchase Order – Labatt #48435 – expenditures paid exceeded the amount approved
Date: August 14, 2024

HISTORY: The Board of Trustees approved a purchase order in the amount of 1,460,000 for Labatt Food Service in the 2023-2024 school year.

Labatt Food Service distributes commercial and USDA commodity foods at the discounted net off price. Child Nutrition Services is awarded commodity entitlement based on participation from October of the previous school year and entitlement must be utilized before the end of each school year.

RATIONALE: San Elizario ISD adopted a 4-day week in the 2023-2024 school year which impacted the use of the commodity entitlement. Child Nutrition Services requested an auto shipment of commodity foods to deplete the entitlement balance before June 30, 2024, which exceeded the purchase order. The commodity foods received are part of the cycle menus for the 2024-2025 school year.

The total amount paid against this purchase order was $1,482,845.09.

BUDGET: This is funded from the Child Nutrition Services fund.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve the revision to the purchase order for accounting purposes because the expenditures were obligated when the food order was placed and received.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

San Elizario Independent School District

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

BLANKET/PROJECT PURCHASE
48435

Date: 06/14/2023

VENDOR: 2163

TO: Labatt Food Service Llc
P.O. Box 27730
ALBUQUERQUE, NM 87125

SHIP TO: San Elizario Independent School
200 N. Herring
San Elizario, TX 79849-

ATTN:
VENDOR PHONE: 210-661-4216
VENDOR FAX:
VENDOR EMAIL:

REC. LOC: CNS - V. Ibarra
REC. GRP: CNS - V. Ibarra

LINE	ITEM QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TOTAL
1	1.00000			1482845.09		1482845.09

Blanket PO for FOOD purchases for all campus cafeterias for 2023 - 2024 school year.
West Texas Food Service Co-Op Bid Vendor
V Ibarra

Revision #1: 8/14/2024

TOTAL 1482845.09

P.O. Source	Account Number	Amount
Project Requisition	101.35.6341.00.001.99	455,233.44
Project Requisition	101.35.6341.00.041.99	213,529.69
Project Requisition	101.35.6341.00.101.99	166,078.65
Project Requisition	101.35.6341.00.102.99	111,213.38
Project Requisition	101.35.6341.00.103.99	299,534.71
Project Requisition	101.35.6341.00.104.99	237,255.21

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

Revision #1

INSTRUCTIONS TO VENDORS

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THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Resolution stating review of investment policy, investment strategies and designation of investment officer
Date: August 14, 2024

HISTORY: The State Legislature passed the Texas Public Funds Investment Act in 1987.

RATIONALE: The Public Funds Investment Act as found per Chapter 2256, Title 10 of the Government Code is the statute governing the investing of public funds.

BUDGET IMPACT: There is no budget impact for this agenda item.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve the resolution as presented.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition
☒ Attachment Included

Resolution Stating Review of Investment Policy and Review of Investment Strategies and Designation of Investment Officer for the San Elizario Independent School District

Whereas, Section 2256.005, Texas Government Code, as amended, requires the governing body of an investing entity review its investment policy and investment strategies not less than annually;

Whereas, the Board of Trustees of the San Elizario Independent School District, "District", has adopted an Investment Policy for the District, in the form attached hereto as "Exhibit A" pursuant to Chapter 2256, Texas Government Code, as amended from time to time;

And *Whereas,* the Board of Trustees wishes to designate one or more employees of the District as investment officer to be responsible for the investment of its funds consistent with the Investment Policy;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. The Investment Policy, in the form attached hereto as "Exhibit A" and investment strategies contained in such policy has been reviewed and is hereby adopted with no changes.

Section 2. The Chief Financial Officer, Norberto Rivas, of the District is hereby named as the investment officer of the District to be responsible for the investment of its funds consistent with the investment Policy.

Section 3. The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Trustees.

APPROVED THIS 14th day of August, 2024.

BY:_____
Eduardo Chavez
Board President

ATTEST:_____
Sandra Licon
Board Secretary

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

Approved Investment Instruments

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctua-

tions by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

Investment Management

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

Liquidity and Maturity

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

Monitoring Market Prices

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)] Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).
Soliciting Bids for CDs	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
Interest Rate Risk	To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification. The District shall monitor interest rate risk using weighted average maturity and specific identification.
Internal Controls	A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to

protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Resolution for selection and approval of authorized investments and financial institutions
Date: August 14, 2024

HISTORY: The State Legislature passed the Texas Public Funds Investment Act in 1987.

RATIONALE: The Public Funds Investment Act as found per Chapter 2256, Title 10 of the Government Code is the statute governing the investing of public funds.

BUDGET IMPACT: There is no budget impact for this agenda item.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve the resolution as presented.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition
☒ Attachment Included

Resolution for Selection and Approval of Authorized Investments and Financial Institutions

Section 2256.016(a) of the Texas Government Code, as amended, allows an entity to invest its funds and funds under its control in an eligible investment pool(s) if the governing body authorizes investments in the particular pools(s) and if the investment pool(s) complies with the requirements outlined in the subchapter.

A list of qualified pools authorized to engage in investment transactions with the District must be reviewed, revised and adopted by the School Board or designated investment committee at least annually. The recommended pools are the Lone Star Investment Pool, the TexSTAR investment pool, the Texas CLASS investment pool, the Texas Range investment pool, and the LOGIC investment pool which are investment pools in full compliance with the public funds investment act.

Section 2256.010(a) of the Texas Government Codes, as amended, allows an entity to invest its funds and funds under its control in a certificate of deposit(s) issued by a depository institution that has its main office or a branch office in this state if the governing body authorizes investments at that particular depository institution(s) and if the depository institution(s) complies with the requirements outlined in the subchapter.

The recommended depository institutions for investing in certificates of deposits are GECU, Raiz Federal Credit Union, Evolve Credit Union, Security Service Federal Credit Union, First Light Federal Credit Union, and Bank of Texas; however, provided that the certificates of deposit shall not exceed $250,000 in principal amount (the limit of FDIC or other government insurance coverage of deposits).

The District's Chief Financial Officer shall serve as the District's Investment Officer:

- Norberto Rivas, Chief Financial Officer

APPROVED THIS 14th day of August 2024

BY:_____
Eduardo Chavez
Board President

ATTEST:_____
Sandra Licon
Board Secretary

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Resolution approving independent sources for investment training
Date: August 14, 2024

HISTORY: The State Legislature passed the Texas Public Funds Investment Act in 1987.

RATIONALE: The Public Funds Investment Act as found per Chapter 2256, Title 10 of the Government Code is the statute governing the investing of public funds.

BUDGET IMPACT: There is no budget impact for this agenda item.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve the resolution as presented.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition
☒ Attachment Included

Resolution Approving Independent Sources for Investment Training

WHEREAS, San Elizario Independent School District ("District") has been legally created and operates pursuant to the general laws of the State of Texas applicable to independent school districts; and

WHEREAS, the Investment Policy CDA (LOCAL) states the Superintendent or other person as designated by Board resolution shall serve as the investment officer of the District; and

WHEREAS, the Texas Association of School Boards, the Texas Association of School Business Officials, the Texas Local Government Investment Pool, the Lone Star Investment Pool, the Texas Class Investment Pool, Texas State University, and various TASBO Affiliates are independent sources that provide investment training sessions relating to investment responsibilities; and

WHEREAS, the Board of Trustees of the San Elizario Independent School District wishes to approve these independent sources of instruction to provide investment training sessions required by Government Code Section 2256.008(a);

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT:

That the Texas Association of School Boards, the Texas Association of School Business Officials, the Texas Local Government Investment Pool, the Lone Star Investment Pool, the Texas Class Investment Pool, Texas State University, and various TASBO Affiliates are approved as independent sources of instruction relating to investment responsibilities for the investment officers of the District, as required by Section 2256.008(a), Texas Government Code, as amended.

The District's Chief Financial Officer shall serve as the District's Investment Officer:

- Norberto Rivas, Chief Financial Officer

APPROVED THIS 14th day of August 2024

BY:_____
Eduardo Chavez
Board President

ATTEST:_____
Sandra Licon
Board Secretary

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Resolution authorizing the purchase of certificates of deposit
Date: August 14, 2024

HISTORY: The State Legislature passed the Texas Public Funds Investment Act in 1987.

RATIONALE: The Public Funds Investment Act as found per Chapter 2256, Title 10 of the Government Code is the statute governing the investing of public funds.

BUDGET IMPACT: There is no budget impact for this agenda item.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve the resolution as presented.

Please check one: ☐ For approval ☒ Report / Information only ☐ Recognition
☒ Attachment Included

Resolution Authorizing the Purchase of Certificates of Deposit

Section 2256.010(a) of the Texas Government Codes, as amended, allows an entity to invest its funds and funds under its control in a certificate of deposit(s) issued by a depository institution that has its main office or a branch office in this state if the governing body authorizes investments at that particular depository institution(s) and if the depository institution(s) complies with the requirements outlined in the subchapter.

The recommended depository institutions for investing in certificates of deposits are GECU, Raiz Federal Credit Union, Evolve Credit Union, Security Service Federal Credit Union, First Light Federal Credit Union, and Bank of Texas; however, provided that the certificates of deposit shall not exceed $250,000 in principal amount (the limit of FDIC or other government insurance coverage of deposits).

The Board of Trustees of the San Elizario Independent School District in accordance with CDA(LOCAL), authorizes the purchase of Certificates of Deposits for a term greater than one year and not to exceed three years.

APPROVED THIS 14th day of August 2024

BY:_____
Eduardo Chavez
Board President

ATTEST:_____
Sandra Licon
Board Secretary

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Consider and possible Board action to amend the general fund budget and approval of PO# 51680 in the amount of $141,564.68 to Calian Corp for the purchase of wireless controllers
Date: August 14, 2024

HISTORY: The District's 2024-2025 budget was officially approved at the June 25, 2024 Special Board meeting.

RATIONALE: In accordance with CE(LOCAL), the Board shall approve amendments to the budget when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources. The purpose of this agenda item is to amend revenues and expenditures in the following areas:

- **Function 53 (Data Processing Services) :** To increase function 53 by $141,565 for the purchase of wireless controllers based on the need documented by Mr. Horacio Hernandez in the cover memo enclosed.

This will be funded from available funds from the general fund's fund balance.

BUDGET IMPACT: The proposed budget amendment can be see in the attachment enclosed.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve the budget amendment as presented.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT GENERAL FUND		2024-2025 Fund 101	2024-2025 Fund 199	2024-2025 Adopted	8/14/2024 Wireless Controllers	2024-2025 Proposed
	REVENUES			**REVENUES**		**REVENUES**
5700	Local and Intermediate Sources	$ 150,000	$ 3,018,717	$ 3,168,717		$ 3,168,717
5800	State Sources	$ 15,000	$ 31,936,976	$ 31,951,976		$ 31,951,976
5900	Federal Programs	$ 3,310,000	$ 995,000	$ 4,305,000		$ 4,305,000
	Total Revenues	$ 3,475,000	$ 35,950,693	$ 39,425,693		$ 39,425,693
	EXPENDITURES			**EXPENDITURES**		**EXPENDITURES**
11	Instruction	$ -	$ 19,231,854	19,231,854		$ 19,231,854
12	Instructional Resources and Media Services	$ -	$ 91,905	91,905		$ 91,905
13	Curriculum and Instructional Staff Development	$ -	$ 876,647	876,647		$ 876,647
21	Instructional Leadership	$ -	$ 771,466	771,466		$ 771,466
23	School Leadership	$ -	$ 2,189,604	2,189,604		$ 2,189,604
31	Guidance, Counseling and Evaluation Services	$ -	$ 1,477,931	1,477,931		$ 1,477,931
32	Social Work Services	$ -	$ 64,488	64,488		$ 64,488
33	Health Services	$ -	$ 505,977	505,977		$ 505,977
34	Student (Pupil) Transportation	$ -	$ 1,297,829	1,297,829		$ 1,297,829
35	Food Services	$ 3,475,000	$ 60,000	3,535,000		$ 3,535,000
36	Cocurricular/Extracurricular Activities	$ -	$ 1,153,814	1,153,814		$ 1,153,814
41	General Administration	$ -	$ 1,811,023	1,811,023		$ 1,811,023
51	Facilities Maintenance and Operations	$ -	$ 5,321,684	5,321,684		$ 5,321,684
52	Security and Monitoring Services	$ -	$ 1,621,544	1,621,544		$ 1,621,544
53	Data Processing Services	$ -	$ 1,414,788	1,414,788	$ 141,565	$ 1,556,353
61	Community Services	$ -	$ 16,100	16,100		$ 16,100
71	Debt Service	$ -	$ 304,575	304,575		$ 304,575
81	Facilities Acquisition and Construction	$ -	$ 375,150	375,150		$ 375,150
99	Other Intergovernmental Charges	$ -	$ 52,000	52,000		$ 52,000
	Total Expenditures	$ 3,475,000	$ 38,638,379	$ 42,113,379	$ 141,565	$ 42,254,944
	REVENUES OVER(UNDER) EXPENDITURES	$ -	$ (2,687,686)	$ (2,687,686)		$ (2,829,252)
	OTHER FINANCING SOURCES (USES)					
7912	Sale of Real and Personal Property	$ -	$ 25,000	$ 25,000		$ 25,000
7915	Operating Transfer In	$ -	$ -	$ -		$ -
8911	Operating Transfer Out	$ -	$ -	$ -		$ -
	Total Other Financing Sources(Uses)	$ -	$ 25,000	$ 25,000		$ 25,000
	FUND BALANCE					
	Net Change in Fund Balance	$ -	$ (2,662,686)	$ (2,662,686)		$ (2,804,252)
3000	Total Fund Balance - July 1 (Beginning)	$ 1,258,789	$ 13,901,216	$ 15,160,005		$ 15,160,005
3000	Total Fund Balance - June 30 (Ending)	$ 1,258,789	$ 11,238,530	$ 12,497,319		$ 12,355,753

San Elizario I.S.D.
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To:	Members of the Board of Trustees
From:	Horacio Hernandez, Executive Director of Technology
Subject:	Approval of PO#51680 – Calian Corp
Date:	August 14, 2024

HISTORY:
San Elizario ISD utilizes Cisco Wireless Access Points (WAPs) model 3802 in each classroom, cafeteria, gym, auditorium, office, and general area to provide Wi-Fi coverage to all district-owned devices and guest Wi-Fi access for 415 WAPs. Two wireless controllers, the Cisco 8510 model, have been operational since 2012 and manage these WAPs. The manufacturer no longer supports nor provides replacement parts for these controllers and considers them end-of-life.

RATIONALE:
These two controllers share the load of managing the 415 WAPs used district-wide, and one is not operating at total capacity. Because support or spare parts are no longer available, these controllers need to be replaced to keep our wireless network robust, functional, and supported.

BUDGET IMPACT:
Total cost: $141,564.68 to replace two wireless controllers, installation, configuration, testing, and documentation.

ADMINISTRATIVE RECOMMENDATION:
The administrative recommendation is for our Board of Trustees to amend the general fund budget and approve the purchase of wireless controllers.

Please check one: x For approval □ Report/Information only □ Recognition only.

San Elizario Independent School District

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

PURCHASE ORDER NUMBER
51680

Date: 08/08/2024

VENDOR: 10817

TO: Calian Corp
PO Box 671369
DALLAS, TX 75267-1369

SHIP TO: San Elizario Independent School
200 N. Herring
San Elizario, TX 79849-

ATTN:
VENDOR PHONE:
VENDOR FAX:
VENDOR EMAIL:

REC. LOC: Technology
REC. GRP: Technology - M. Fierro

LINE	ITEM	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TOTAL
1		2.00000	EA	EDU-C9800- EDU SKU-Cisco Catalyst 9800-80 Wireless Controller DIR-TSO-4167	47770.81	0.00	95541.62
2		2.00000	EA	CON- 1 YR SOLN SUPP 8X5XNBD EDU SKU-Cisco Catalyst 9800-80 Wireless	10803.10	0.00	21606.20
3		2.00000	EA	LIC-C9800- Cisco Catalyst 9800 Series Wireless Controller DTLS License	0.00	0.00	0.00
4		4.00000	EA	C9800-AC- Cisco Catalyst Wireless Controller 1100W AC Power Supply	0.00	0.00	0.00
5		4.00000	EA	CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00
6		2.00000	EA	C9800- Cisco Catalyst 9800-80 2 Port 40GE Module	4801.83	0.00	9603.66
7		4.00000	EA	QSFP-40G- QSFP40G BiDi Short-reach Transceiver	415.80	0.00	1663.20
8		1.00000	EA	Professional Installation, Configuration, Testing, Documentation, Travel/Exp, PM (SOW Attached)	13150.00	0.00	13150.00
9		1.00000	EA	DIR-FEE Cisco DIR-TSO-4167	0.00	0.00	0.00

TOTAL **141564.68**

INSTRUCTIONS TO VENDORS

1. Reference all packages & packing slips with PO Number
2. Ship prepaid
3. Tax Exempt No. 74 6002231
4. Invoice in duplicate; Attn: Accounts Payable
5. Do not fill order at higher price without Purchasing Dept. approval
6. POs are cancelled if not shipped complete within 90 days.
7. If federal funds (funds starting with a 2 from the first three-digit code in the account number) have been referenced on this PO, these items will need to follow the Federal Regulation 2 CFR 200.322, The Domestic Preferences for Procurements (commonly referenced as Buy American).

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

Norberto Pinon

San Elizario Independent School District

1050 Chicken Ranch Road
San Elizario, TX 79849-9999
(915) 872-3900

PURCHASE ORDER NUMBER
51680

Date: **08/08/2024**

VENDOR: **10817**

TO: **Calian Corp**
PO Box 671369
DALLAS, TX 75267-1369

SHIP TO: **San Elizario Independent School**
200 N. Herring
San Elizario, TX 79849-

ATTN:
VENDOR PHONE:
VENDOR FAX:
VENDOR EMAIL:

REC. LOC: Technology
REC. GRP: Technology - M. Fierro

LINE ITEM	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TOTAL

P.O. Source	Account Number	Amount
Budget Requisition	199.53.6249.99.886.99	21,606.2
Budget Requisition	199.53.6395.99.886.99	1,663.2
Budget Requisition	199.53.6639.99.886.99	118,295.28

PO NOT VALID UNLESS APPROVED BY THE SAN ELIZARIO ISD BOARD

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THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AGENT.

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Subject: Board Operating Procedures Revision Update
Date: August 14, 2024

HISTORY:
The San Elizario ISD Board Operating Procedures (BOP) serves as a document to help individuals engaged in board service have procedures to develop best practices for the important work ahead.

The BOP has been updated to include the new mission statement adopted in June.

RATIONALE:
The Board Operating Procedures help conduct board meetings more effectively and are a best practice for effective school boards.

BUDGET:
There is no budget impact.

ADMINISTRATIVE RECOMMENDATION:
The administration recommends the board approve the Board Operating Procedures Revision Update as presented.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

SAN ELIZARIO ISD
BOARD OPERATING PROCEDURES AND RESPONSIBILITES MANUAL

San Elizario ISD: A Proud Community of Champions – Soaring to Excellence!

Last Revision Approved 08/14/2024

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HOW TO USE THIS BOARD OPERATING MANUAL

This is the official Board Operating Manual for San Elizario ISD. The manual is divided into three main sections — Vision & Values, Accountability & Structure, and Advocacy & Unity — followed by an appendix.

The Vision & Values policies focus on the direction the Board wants to lead the school system and the protections it puts in place regarding unacceptable circumstances. The Vision & Values section includes the vision, mission, student outcome goals, Superintendent Constraints, and theory of action.

The Accountability & Structure policies focus on the Board's roles, Board Member roles, and how both relate to the Superintendent's role. The Accountability & Structure section includes descriptions of the Board's role, the Superintendent's role, Board's self-constraints, Superintendent Evaluation, Board self-evaluation, and monitoring calendar.

The Advocacy & Unity policies focus on the Board's outward engagement with community and stakeholders and how Board Members conduct themselves. The Advocacy & Unity section includes code of ethics, meeting procedures, communication procedures, and community engagement procedures.

INTRODUCTION

In effective school systems, the Superintendent and the Board function as a "Team of Eight." Therefore, the San Elizario Independent School District Board of Trustees has adopted these Team Operating Procedures to effectively communicate with staff and patrons of the District. These procedures are consistent with our Code of Ethics, Vision Statement, and with all other laws and policies governing the operation of the Board and the District.

As we work in the spirit of collaboration and teamwork, these operating procedures demonstrate our dedication in holding ourselves accountable to all stakeholders.

VISION & VALUES POLICIES

Vision
San Elizario ISD: A Proud Community of Champions – Soaring to Excellence!

Mission
The mission of the San Elizario Independent School District is to graduate students with innovative skills for 21st-century careers by focusing on academic and social skills, fostering transformative practices, and building community support through positive relationships between home and school.

Board's Student Outcome Goals for the Superintendent
The Board's student outcome goals, as aligned with the school system vision, are:

Student Outcome Goal 1:
The percentage of 3rd grade students that score at the approaches level on STAAR mathematics will increase from 58% in June 2022 to ≥85% by June 2028. See appendix 1 pg. 18.

Student Outcome Goal 2:
The percentage of 3rd grade students that score at the approaches level on STAAR reading will increase from 57% in June 2022 to ≥80% by June 2028. See appendix 1 pg. 18.

Student Outcome Goal 3:
SEISD will increase the percentage of College, Career, and Military Readiness (CCMR) points earned annually by SEHS seniors from 30% in May 2023 to ≥88% by June 2028 as measured by the A-F Accountability System. See appendix 1 pg. 18.

The Superintendent shall interpret and implement the Board's student outcome goals and, in consultation with the Board, select goal progress measures (GPMs) for each student outcome goal. For any school year during which the Board's student outcome goals are not met, the Superintendent shall make reasonable progress toward meeting the student outcome goals. The Board's student outcome goals shall be the Superintendent's first priority for resource allocation.

Board's Constraints for the Superintendent
In attaining the Board's student outcome goals, the Superintendent shall not:

1. Allow the collaborative partnership between home, school, and community to deteriorate.
2. Allow adult convenience or preference to take priority over the academic progress of our students.

The Superintendent shall interpret and implement the Board's Superintendent constraints.

Theory of Action
If the district supports all students in reaching their individual educational goals; and if the district commits to all students learning the same standards but when necessary, reach them using differentiated time, resources, and approaches (Walters and Marzano, 2006); and if actions demonstrate leadership is expected from everyone as we support risk- taking and learning from setbacks in our support of success; and if accountability is defined as being responsible to peers and colleagues in the pursuit of learning (Lambert, 2002), then the district and through campuses, will be able to accomplish the Board's student outcome goals while operating within the Board's constraints.

ACCOUNTABILITY & STRUCTURE POLICIES

Board's Role
The Board shall:

1. Ensure creation of a shared **vision** that promotes improved student outcomes. The Board shall accomplish this by incorporating the community's vision and values into student outcome goals and Superintendent Constraints.

2. Provide guidance and direction for accomplishing the vision. The Board shall accomplish this by creating a structure for the school system through distinct Board and Superintendent roles and responsibilities, which includes selecting the Superintendent, delegating to the Superintendent the authority and responsibility to implement the Board's goals within law and the Superintendent constraints, and considering and voting on the Superintendent's recommendations.

3. Promote the vision. The Board shall accomplish this by providing **advocacy** for students, families, staff, and stakeholders.

4. Work with the superintendent to lead the school system toward the vision. The Board shall accomplish this by behaving in a manner that demonstrates the **unity** of the Board and the school system.

In carrying out the above activities, the Board shall at all times comply with the Education Code and other laws, as applicable.

Superintendent's Role
The Superintendent, as the Board's sole delegate for managing school system operations, shall be responsible for accomplishing any reasonable interpretation of the Board's student outcome goals within the boundaries provided by the Board and Superintendent constraints and state and federal law.

State and federal law require board adoption of policies on a variety of topics. The Board's adopted policies in the school system's local board operating manual constitute compliance with these legal requirements. In accordance with state law, the Superintendent shall be responsible for preparing recommendations for policies to be adopted by the Board, overseeing implementation of adopted policies, and developing appropriate administrative regulations. In recommending policy for Board adoption, the Superintendent shall identify when the Board is required to adopt policy or has statutory decision-making authority that cannot be delegated to the Superintendent. Required board policy addressing administrative issues shall be handled by consent agenda, with the Superintendent informing the Board of substantive changes.

Any operational issues not required to be Board adopted shall be addressed in administrative policy / regulations and the Board shall take necessary steps to remove such issues from its local policies.

Board's Constraints for the Board

The Board shall operate within the Board's role, as defined above, and the Board's operating procedures. The Board, either collectively or through the actions of individual Board Members, shall not:

- Deviate from the Board's operating procedures, particularly related to the protocol of communication.
- Deviate from the agenda once it is set 72 hours in advance.

Board Self-Evaluation

The Board shall conduct self-evaluations at least once a year. The Board shall self-evaluate using the *TASB - Effective Board Practices: An Inventory for School Boards*. See appendix 7 pg. 41.

Superintendent Evaluation

The San Elizario Board of Trustees voted on January 15, 2020, to utilize the Texas Association of School Boards (TASB) recommended evaluation as the evaluation instrument for the San Elizario Superintendent.

Roles and Responsibilities

Board Officers Roles & Responsibilities

The Board Chair shall:

- Preside at all board meetings
- Call special meetings
- Sign all legal documents as required by law
- Fulfill all duties and obligations as required by Board Policy, state and federal statutes, and regulations and rules

The Board Vice-Chair shall:

- Act in capacity of Board Chair in the absence of the Board Chair
- Fulfill all duties and obligations as required by Board Policy, state and federal statutes, regulations, and rules

The Board Secretary shall:

- Ensure that accurate records are kept
- Act as Board Chair in the absence of the Board Chair and Vice-Chair

Roles and Authority of Board Members

- Unless authorized by the Board, no Board member or officer has authority outside of a properly convened and conducted board meeting.
- No Board member has the authority to direct district employees in regard to performance of their duties.
- As a parent, within the District, a Board member shall:
    - When communicating with staff, is expected to make it clear to staff that he / she is acting as a parent and not as a Board Member.
    - Shall not request, expect, or require extra consideration or preferential treatment for their children due to their position on the Board.

- All Board members are expected to complete all continuing educational requirements within the allotted time frames set by the State.
- Newly elected Board members are required to review the Board Team Operating Procedures within the first six (6) weeks of their term.
- The Board has the legal authority to:
    - Hire the Superintendent
    - Govern and oversee the management of the District
    - Employ and evaluate, at least annually, the Superintendent
    - Adopt rules and bylaws
    - Levy and collect taxes and issue bonds
    - Adopt and file an annual budget
    - Have District financial accounts audited by a Texas certified accountant at the conclusion of each fiscal year
    - Publish an annual report describing the District's educational performance
    - Receive bequests and donations
    - Call elections and canvass the returns
    - Acquire and hold real and personal property in the name of the District
    - Execute, perform, and make payments under contracts, including leases, leases with options to purchase and installments
    - Exercise the right of eminent domain to acquire property
    - Adopt and periodically review District policy

Reviewing Board Policy & Procedures

- Board members shall review all board goals and constraints at least once every year in accordance with the monitoring calendar. See appendix 2 pg. 19.
- Board members shall review all other board policies and procedures once every other year in accordance with the monitoring calendar. During the review process, any Board member may add, change, or modify anything in these procedures subject to Board approval. Should trustees propose changes at any other time, the simple majority of the Board for the change is necessary.
- A work session may be called to review and / or update them if necessary.

**Note: The review of the Board Policies and Procedures will be done in August to allow our new board members to participate in making changes prior to proceeding.*

Board Members Visits to District Campuses or Facilities

- Board members are encouraged to visit campuses as long as they do not interfere with day-to-day operations at the campus or become a burden on the administration. Board members shall notify superintendent about their intent to visit campuses in an official capacity at least 4 hours before visiting the campuses. If notification is made after regular business hours, an email to the Superintendent and Associate Superintendent will suffice as making notice. However, notice must still be given 4 hours before the visit takes place. If a quorum of school board members is present, board members will not engage in any discussion among themselves or with others, regarding school business.
- Board members are not to go into teachers' classrooms or on campuses for the purpose of investigation or personal evaluation.
- Trustees should wear their District ID badges when visiting the campuses in an official capacity

Board Travel / Training

- Board members shall attend professional development and conferences to assist them in their duties and responsibilities, as well as to acquire continuing education credit. Conferences board members may attend include:
    - TASB Conference
    - National School Board Conference
    - Far West Texas Association
    - Region 19 sessions
    - TASB Online training sessions
    - MASBA (Mexican American School Board Association
    - NALEO Educational Fund (National Association of Latino Elected and Appointed Officials)

- At the next board meeting immediately following any board approved/paid travel, all traveling board members shall be required to provide a verbal report in open session regarding the following:
    - Hours of training completed; whether the board member attended all or most sessions offered; and highlights of any information or training received.

Board Pledge Board

As a duly elected or appointed Board Member, I pledge the following to my colleagues and the San Elizario School District:

- I shall attend professional development training and conferences approved and paid for by the school district with public funds;
- I shall be a good steward of public funds and attend most or all training sessions offered; and
- I further pledge as a representative of the school district to conduct myself in a professional and ethical manner at all times during my sponsored travel.

Meeting Operating Procedures

Board Meeting Procedures

- The San Elizario ISD Board shall meet on a regular monthly business session on the second Wednesday in the Boardroom.
- Changes in the date and / or place to accommodate holidays and special events shall be approved by the Board in advance.
- Additional meetings may be called as needed.
- Anytime four (4) or more Board members are gathered to discuss school district business, it is considered a meeting.
- Failure to post such a meeting is considered a violation of the Texas Open Meetings Act.
- The Board shall observe the parliamentary procedures in Robert's Rules of Order, except as otherwise provided in Board procedural rules or by law.
- Board members are expected to attend and participate in duly called meetings.
- Board member may be permitted to attend a meeting of the Board of Trustees through virtual participation only if the board member is physically unable to attend in person due to illness or other personal emergency.
- Board members should come to the Board meetings prepared to discuss and take action on all items on the agenda.

- At a minimum, each Board member is expected to have studied the material in the board packet sent to them prior to the meeting and when possible, resolve questions beforehand by contacting the Superintendent or administrative staff.

Board Agenda

Agenda development for regular meetings shall be as follows:

- The tentative agenda is created by the administration.
- The Board Chair and Superintendent shall meet the week prior to the Board meeting to finalize the agenda.
- The Board of Trustees and the Superintendent shall focus their agenda items on improving student outcome goals and the progress monitoring of the adopted goals.
- The Chair shall ensure that any topics the Board or individual Trustees have requested to be addressed are either on the agenda or scheduled for deliberation at an appropriate time in the near future. The Board Chair shall not have authority to remove from the agenda a subject requested by a Trustee without that Trustee's specific authorization. The request will be forwarded to the Superintendent.
- The Superintendent shall place items requested by the Trustees on the agenda that have been submitted.
- No item can be placed on the agenda less than 72 hours in advance of the meeting, unless an emergency necessity exists.
- Any agenda items added to the agenda after the original posting shall be done so in accordance with state laws.

Consent Agenda

The Consent Agenda is included as part of the regular agenda but contains items that can be voted on all at once unless a Trustee requests that an item be pulled out and looked at individually. Items usually contained in the Consent Agenda are:

- Routine and/or recurring items
- Annual renewals of Region 19 and Texas Education Agency items
- Budget amendments
- Regular financial reports where financial activities remained within budget parameters
- Minutes of regular and special board meetings
- Routine personnel items
- Contract renewals
- Routine bid recommendations
- Policy updates
- Construction amendments

Executive Session

Executive Session may be needed according to the Texas Education Code.

- All personnel issues shall be conducted in an executive session unless specifically required by the Texas Open Meetings Law.
- Anything that violates the right to privacy, (Texas Open Meeting Act, Texas Open Records Act) cannot be placed on the open agenda.

- Anything that falls under the Texas Government Code Section 551.072 such as private consultation with the board's attorney, discussing purchases, exchange, leases, or value of real property, discussing negotiated contracts for prospective gifts or donations, discussing personnel or to hear complaints against personnel, deliberation regarding security devices, considering discipline of a public school child, or complaint or charge against personnel, considering the stands, guidelines, terms or conditions the board will follow, or will instruct its representative to follow, in consultation with representatives of employee groups, excluding witnesses from a hearing.
- Should any final action, decision, or final vote be required in the opinion of the school Board with regard to any matter considered in such closed or executive meeting or session, then the final action, or final vote shall be either in the open meeting covered by the Notice upon the reconvening of the public meeting or at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.
- The Board prohibits the use of technology that has recording capabilities during executive sessions without prior permission from board.
- Discussions during closed sessions shall remain confidential.

Voting Procedures

- All discussion shall be directed solely to the business currently under discussion as posted on the agenda.
- The Board Chair has the responsibility of keeping the discussion of the motion at hand and shall halt discussion that does not apply to the business before the Board as posted on the agenda.
- The Board Chair may make motions, second motions, enter into debate or discussion and vote on all matters coming before the Board.
- No member shall vote on a motion if the action would violate state or federal law or Policies BBFA (Legal) or BBFB (Legal). See appendix 6 pg. 25.
- Except in a conflict of interest as defined by law, Board members shall cast a vote.
- All votes, including dissenting and abstaining votes, shall be recorded in the minutes of the Board meeting.
- Voting shall be done by a show of hands or voice.
- Each Board decision, even when there are dissenting votes, shall be an action by the simple majority of the Board and binding upon each member. Individual members are encouraged to express their opinions during the discussion of motions, but following the vote, members shall publicly discuss only the decision of the whole Board.

ADVOCACY & UNITY

Code of Ethics

As a member of the Board, I shall promote the best interests of the District as a whole, and, to that end, I shall adhere to the following educational and ethical standards:

Equity In Attitude	● I will be fair, just, and impartial in all my decisions and actions. ● I will accord others the respect I wish for myself. ● I will encourage expressions of different opinions and listen with an open mind to others' ideas.
Trustworthiness In stewardship	● I will be accountable to the public by representing District policies, programs, priorities and progress accurately. ● I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns. ● I will work to ensure prudent and accountable use of District resources. ● I will make no personal promise or take private action that may compromise my performance of my responsibilities.
Honor In conduct	● I will tell the truth. ● I will share my views while working for consensus. ● I will respect the majority decision as the decision of the Board. ● I will base my decisions on fact rather than supposition, opinion, or public favor.
Integrity Of Character	● I will refuse to surrender judgment to any individual or group at the expense of the District as a whole. ● I will consistently uphold all applicable laws, rules, policies, and governance procedures. ● I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.
Commitment To Service	● I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation. ● I will diligently prepare for and attend Board meetings. ● I will avoid personal involvement in activities the Board has delegated to the Superintendent. ● I will seek continuing education that will enhance my ability to fulfill my duties effectively.
Student-Centered Focus	● I will be continuously guided by what is best for all students of the District.

Board Member Ethics BBF (Local)
June 11, 2014

Communications Operating Procedures

Board Communications

- The Board is committed to, and encourages, community input through the use of surveys, public forums, the District website, District publications, and on-going communication-forms.
- The Superintendent and Board Chair shall communicate information in a timely manner to all Trustees.
- Unless otherwise approved or authorized by the Board, individual members cannot speak in an official capacity or otherwise represent the views of the Board. The Board Chair and / or his / her designee shall be the official spokesperson for the Board to the media / press on issues of media attention.
- Any Board member may respond to general, factual inquiries. If the Board member is unsure of the correct facts, they should direct the inquiry to the appropriate administrative staff.
- All Board members who receive phone calls from the media should direct them to the Board's spokesperson (Superintendent) and notify the Board Chair and Superintendent of the call.
- The SEISD Board of Trustees encourages input; however, anonymous calls, letters or emails will not receive the Board's attention, discussion or response. The Superintendent will be made aware of the anonymous calls, letters or emails for informational purposes only.

Individual Board Members Request for Information

- Board members are entitled to the information they require to make informed decisions on the matters before them. If a member requests information that requires an excessive amount of staff time to complete, the Superintendent and Board Chair shall consult with the member to find a reasonable solution. Board members may email or call the Superintendent or his / her staff with information requests.
- When information is requested by a Board member, it will be provided to all Trustees.

Community Engagement Operating Procedures

Board Promoting Vision Procedures

- The board shall listen and discuss the vision and values of students in accordance to the monitoring calendar.
    - At least two board members shall co-lead each session intended to accomplish this objective. All board members are welcome but the open meetings act shall be followed.
    - A presentation slideshow and a written script approved by the board chair shall be used at every session intended to accomplish this objective.
- The board shall listen and discuss the vision and values of families, staff, and community members, in accordance to the monitoring calendar.
    - At least two board members shall co-lead each session intended to accomplish this objective. All board members are welcome but the open meetings act shall be followed.
    - A presentation slideshow and a written script approved by the board chair shall be used at every session intended to accomplish this objective.
- The board shall host a community meeting to discuss progress toward student outcome goals with low performing campuses at least twice per school year in accordance to monitoring calendar.

Board Member Responses to Comments and/or Complaints

1. Board Members will listen respectfully and remain impartial.
2. Board Members will ask if the commentator / complainant has followed the District's procedures and / or chain of command.
3. If the commentator / complainant does not know the procedures or chain of command, provide the following information / steps:
    a. The commentator / complainant must first speak with the appropriate staff member. If not satisfied then;
    b. The commentator / complainant must go to the appropriate administrator in charge of the school or department where the comment/concern arose. If not satisfied, then;
    c. The commentator / complainant must contact the appropriate central office administrator. If not satisfied, then;
    d. The commentator / complainant will conference with the Superintendent (or designee).
4. The Board Member will inform the Superintendent if an issue has advanced to or beyond Step b, and will include the nature of the comment / complaint, the commentator / complainant and to whom the commentator / complainant has been referred.
5. The Superintendent will inform the Board Member of the resolution of any referred comment / complaint.
6. This procedure shall not be construed to apply to comments / complaints alleging criminal activity.

Board Member Concerns about Superintendent Performance

1. If, at any time, a Board Member becomes concerned that the Superintendent may have (1) breached any term of the Superintendent's contract; (2) violated a state or federal statute; (3) violated a Board Policy or Operating Procedure; or (4) failed within a reasonable amount of time to address a specific issue identified by the Board, the following process will be used:
    a. The concerned Board Member will meet privately with the Superintendent to discuss their concerns in order to resolve the issue(s). The concerned Board Member may elect to bring their concerns to the Board Chair instead who will assist in resolving the issue(s).
    b. If the concerned Board Member does not feel that the resolution is satisfactory, the Board Member may request, through the Board Chair, that an item be placed on the next regular meeting agenda as a Closed Meeting item, posted in accordance with Texas Government Code. The concerned Board Member must inform the Board Chair in writing of the specific nature of any concern(s) which prompted the request for a Closed Meeting.
    c. In addition, the Board Chair may, of their own accord, place an item on a regularly scheduled meeting agenda as a Closed Meeting item to discuss concerns about the professional performance of the Superintendent.
2. In the event that a Closed Meeting is called, the Board must listen to the concern(s) and make a determination if the issue raised is truly cause for concern. Failure to make such a determination shall end the Board Meeting.
3. If the majority of the Board determines that there is a violation or breach of one of the items listed, the following process will be followed:
    a. The exact nature of the deficiency will be documented and discussed with the Superintendent.
    b. A plan for remediation will be written, to include action(s) to be taken and timelines.
    c. The Board Chair shall monitor the plan for compliance and the results will be made part of the Superintendent's annual performance evaluation.

d. It shall be the responsibility of the Board Chair to ensure that all documentation relating to performance deficiencies shall be appropriately placed in the Superintendent's personnel file.

Board Member Concerns about Non-Superintendent Employee Performance

1. When a Board Member becomes concerned about the performance of District employees, they must bring their concerns directly to the Superintendent and inform the Board Chair. Such concerns must be limited to:
    a. Actions which are illegal
    b. Egregious violations of Board policy
    c. Actions which are harmful to the District's or Board's reputation.
2. Board Members must remain cognizant that District personnel are the responsibility of the Superintendent, not the Board.
3. The Superintendent is obligated to listen to such concerns, review the matter and notify the Board of the resolution of the matter to the extent allowed by policy.
4. When a Board Member has concerns about the performance of District employees which relate to employee, Student, Board or community safety, the Board Member will notify the Superintendent and, when appropriate, the police department.

Board Member Concerns about Board Member Performance

1. If a Board Member believes that another Board Member has violated the Board Code of Ethics, Board Operating Procedures, Board Policy, State or Federal law, it is the responsibility of the concerned Board Member to discuss the alleged violation with the other Board Member in private prior to taking any other action, unless the nature of the allegation requires immediate escalation to the Board Chair.
2. If, after the concerned Board Member has privately discussed the alleged violation with the other Board Member, the concerned Board Member remains unsatisfied that the alleged violation has been addressed, the concerned Board Member may submit, in writing, the allegation to the Board Chair (arbiter). If the Board Chair is involved in the allegation, the concerned Board Member may instead submit the allegation, in writing, to the Board Vice-Chair or the next most senior Board Member not involved in the allegation who is then obligated to serve as arbiter instead.
    a. The Board Members involved will conference to discuss the alleged violation. All parties are strongly encouraged not to allow any further escalation of these procedures and the arbiter's duty is to work to avoid such escalation.
3. If, after the conference, the concerned Board Member remains unsatisfied that the alleged violation has been addressed, the Board Chair will call a special meeting of the Board to discuss the alleged violation. The Board Chair may call upon the District's General Counsel or an external legal advisor to investigate the nature of the allegations. The findings of this investigation will be presented at a special meeting of the Board.
4. If, after the special meeting of the Board to discuss the alleged violation, the Board determines that additional consideration of the alleged violation is warranted, the allegation and the investigative findings will be placed on the next regular meeting agenda.
5. In order for the alleged violation to be considered, one of the following three motions must be made and seconded: a motion to dismiss allegations, a motion to admonish or a motion to censure.
    a. In order to protect the overriding principle of freedom of speech, the Board shall not impose admonition or censure on any of its members for the exercise of their First Amendment rights. In order to ensure the right to a fair jury trial, the Board shall not

impose admonition or censure on any of its members for the violation of any law while civil or criminal charges are pending. However, when the civil or criminal proceedings are final, the Board need not be bound by the conclusions of the Court and may again pursue admonition or censure.

b. A motion to dismiss allegations concludes these procedures and exonerates the accused Board Member. Once a motion to dismiss allegations has passed concerning a given alleged violation, no other motions concerning that alleged violation are in order. A motion to dismiss allegations requires the simple majority vote of the Board to pass.
c. An admonition is a one-time punitive action which serves as a penalty imposed for wrongdoing but carries no fine or suspension of the rights of the Board Member as an elected official. A motion to admonish must be presented in writing and must contain the exact language of the alleged violation and the proposed admonition. A copy of the motion to admonish must be provided to the accused Board Member at least seventy-two (72) hours prior to discussion of the motion. A motion to admonish requires a majority vote to pass.
d. A censure is an action that is permanent for the period specified by a majority of the Board. A censure serves as a penalty imposed against a board member for wrongdoing but carries no fine or suspension of the rights of the Board Member as an elected official. A motion to censure must be presented by another board member in writing and must contain the exact language of the alleged violation, the proposed censure, and the period of censure. A copy of the written request to censure must be provided to the accused Board Member at least seventy-two (72) hours prior to the board meeting during which the censure motion will be considered. A motion to censure requires a majority vote to pass.

Board Member Concerns about Board Member Performance

1. See Appendix 5 – Found on page 23

APPENDIX 1: Student Outcome Goals & Goal Progress Measures

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HB 3 Student Outcome Goals and Goal Progress Measures; 2024-2028
Revised June 12, 2024

MATHEMATICS

Student Outcome Goal 1 (HB 3; 5-year Goal)

- The percentage of all 3rd grade students that score at the Approaches level on STAAR mathematics will increase from 58% in June 2022 to ≥ 85% by June 2028.

Goal 1 Annual Targets

2023	2024	2025	2026	2027	2028
64% (Target met! Actual: 70%)	69% (Since we already exceeded 69% in 2023, we hope to reach 75% in 2024).	73%	77%	81%	85%

Goal Progress Measure (GPM) 1.1 (District; 1-year Goal)

- The Overall Measure of Math Growth for all Pre-K students (English) will increase from 91% at Wave 3 in January of 2024 (MOY) to ≥ 93% in January of 2025 (MOY) as measured by the CIRCLE School Average Growth Report.

- The Overall Measure of Math Growth for all Pre-K students (Spanish) will increase from 83% at Wave 3 in January of 2024 (MOY) to ≥ 87% in January of 2025 (MOY) as measured by the CIRCLE School Average Growth Report.

Goal Progress Measure (GPM) 1.2 (District; 1-year Goal)

- The Growth Percentile of all students in grades K-2 on the MAP Mathematics assessment will increase from the 32nd percentile in January of 2024 (MOY) to ≥ 38th percentile in January of 2025 (MOY) as measured by the MAP School Profile Report.

Goal Progress Measure (GPM) 1.3 (District; 1-year Goal)

- The Growth Percentile of all 3rd graders on the MAP Mathematics assessment will increase from the 40th percentile in January of 2024 (MOY) to ≥ 45th percentile in January of 2025 (MOY) as measured by the MAP School Profile Report.

READING

Student Outcome Goal 2 (HB 3; 5-year Goal)

The percentage of 3rd grade students that score at the Approaches level on STAAR reading will increase from 57% in June 2022 to ≥ 80% by June 2028.

Goal 2 Annual Targets:

2023	2024	2025	2026	2027	2028
60% (Target met! Actual: 64%)	64% (Since we already reached 64% in 2023, we hope to reach 69% in 2024).	68%	72%	76%	80%

Goal Progress Measure (GPM) 2.1 (District; 1-year Goal)

- Each of the nine pre-reading skills (English) for all Pre-K students will increase by ≥ 4% from EOY Wave 3 in May of 2024 to EOY Wave 3 in May of 2025 as measured by the CIRCLE School Average Growth Report.

- Each of the eight pre-reading skills (Spanish) for all Pre-K students will increase by ≥ 4% from EOY Wave 3 in May of 2024 to EOY Wave 3 in May of 2025 as measured by the CIRCLE School Average Growth Report.

Goal Progress Measure (GPM) 2.2 (District; 1-year Goal)

- The Growth Percentile of all students in grades K-2 on the MAP Reading assessment (English) will increase from the 26th percentile in January of 2024 (MOY) to ≥ 32nd percentile in January of 2025 (MOY) as measured by the MAP School Profile Report.

- The Growth Percentile of all students in grades K-2 on the MAP Reading assessment (Spanish) will increase from the 28th percentile in January of 2024 (MOY) to ≥ 34th percentile in January of 2025 (MOY) as measured by the MAP School Profile Report.

Goal Progress Measure (GPM) 2.3 (District; 1-year Goal)

- The Growth Percentile of all 3rd graders on the MAP Reading assessment (English) will increase from the 41st percentile in January of 2024 (MOY) to ≥ 45th percentile in January of 2025 (MOY) as measured by the MAP School Profile Report.

- The Growth Percentile of all 3rd graders on the MAP Reading assessment (Spanish) will increase from the 27th percentile in January of 2024 (MOY) to ≥ 32nd percentile in January of 2025 (MOY) as measured by the MAP School Profile Report.

CCMR

Student Outcome Goal 3 (HB 3; 5-year Goal)

SEISD will increase the percentage of College, Career, and Military Readiness (CCMR) points earned annually by SEHS seniors from 30% in May 2023 to ≥ 88% by June 2028 as measured by the A-F Accountability System.

Goal 3 Annual Targets:

2023	2024	2025	2026	2027	2028
30% (Target met! Actual: 50%)	40% (Since we already reached 50% in 2023, we hope to reach 60% in 2024).	52%	64%	76%	88%

Goal Progress Measure (GPM) 3.1 (District; 1-year Goal)

The percentage of SEHS seniors earning a CCMR point by meeting any of the CCMR criteria will increase from 25% in May of 2024 to ≥ 40% by May of 2025 as measured by the OnData Suite CCMR Early Warning System.

GPM 3.1 Note: CCMR points in May are always lower than the final A-F result since credits for point-earning courses haven't posted yet.

APPENDIX 2: Monitoring Calendar

*This calendar will remain fluid as dates are finalized.

Board Monitoring Calendar 2024-2025

Month	HB 3 or other Progress Monitoring--District	Campus Progress Monitoring + Campus Happenings Video	Board Training Information (Dates Subject to Change)
July 2024—No BOT Meeting			
August 2024	Analysis of STAAR/EOC Results from Spring 2024 Testing • Subgroup data TELPAS Results from Spring 2024 Testing Subgroup data		Team of 8 Training (TBA)
September 2024	Goal 3 (HB 3): • Overall CCMR Percentages for SEHS Campus and District Improvement Plans for 2024-2025	SEHS	MASBA – Sept. 12-13, 2024 TASA/TASB – Sept. 27-29, 2024
October 2024	A-F Accountability Ratings for 2024		FWTSBA (TBA)
November 2024	Goal 1 (HB 3): • Overall Performance in 3rd Grade STAAR Math • Subgroup data MAP Predictions for 2024 STAAR Math—Grades 3-12	GEMS	
December 2024 No BOT Meeting			
January 2025	Goal 2 (HB 3): • Overall Performance in 3rd Grade STAAR Reading • Subgroup data MAP Predictions for 2024 STAAR Reading—Grades 3-12		
February 2025	GPM 1.1 (HB 3) • PK--Meeting Wave 2 Math Targets • PK--Wave 1 to Wave 2 Math Growth • Subgroup data GPM 1.2 (HB 3): • K-2--Meeting Math Targets for MOY • K-2--BOY to MOY Math Growth • Subgroup data.		

Revised February 2, 2024
Approved February 13, 2024

*This calendar will remain fluid as dates are finalized.

Month	HB 3 or other Progress Monitoring--District	Campus Progress Monitoring + Campus Happenings Video	Board Training Information (Dates Subject to Change)
March 2025	GPM 1.3 (HB 3): • Grade 3—Meeting MOY Math Targets • Grade 3—BOY to MOY Math Growth • Subgroup data Mid-Year Academic Growth Check-in: • PK-HS reading and math academic growth progress from BOY to MOY based on MAP and CIRCLE assessments to include subgroup data	Loya Primary	
April 2025	GPM 2.1 (HB 3): • PK--Meeting Wave 2 Reading Targets • PK--Wave 1 to Wave 2 Reading Growth • Subgroup data GPM 2.2 (HB 3): • K-2--Meeting Reading Targets for MOY • K-2--BOY to MOY Reading Growth • Subgroup data	Alarcon Elementary	
May 2025	GPM 1.3 (HB 3): • Grade 3—Meeting MOY Reading Targets • Grade 3--BOY to MOY Reading Growth • Subgroup data	Sambrano Elementary	FWTSBA/TASB Spring Workshop (TBA)
June 2025	GPM 3.1 (HB 3): • Progress towards meeting CCMR criteria for 2025 and 2026 cohorts End-of-Year Academic Growth Report for 2023-2024: • PK-HS reading and math academic growth progress from BOY to EOY based on MAP and CIRCLE assessments to include subgroup data	Borrego Elementary	

APPENDIX 3: Ethics & Conflict of Interest Statement

San Elizario I.S.D.
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

SAMPLE

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Required Disclosures for the Schools FIRST Report for the 2024-25 Rating
Date: Board Meeting Date

There are two required disclosures for the Schools FIRST report related to 1) gifts to Board Members and Executive Officers and 2) business transactions between the District and Board Members during the year under review. The 2024-25 ratings will be based on data from the school year 2023-24 (the year under review) which includes the period of July 1, 2023 through June 30, 2024. Please enter your response below; if no gifts were received or business transactions conducted, you may indicate N/A. Reimbursement of travel-related expenditures directly related to the duties of a Board Member are also not applicable.

GIFTS

Please list any and all gifts received, as best you can recall, during the period beginning July 1, 2023 through June 30, 2024. Gifts are defined as any and all items given to you and/or your immediate family members from an outside entity having an aggregate value of $100 or more during the fiscal year.

Approximate Date	Item	Approximate Cost/Value
_____	_____	_____

BUSINESS TRANSACTIONS

Please list any business transactions between you and the District that occurred during the period beginning July 1, 2023 through June 30, 2024.

Approximate Date	Item	Approximate Cost/Value
_____	_____	_____

Name: Board of Trustees Signature: _____

San Elizario ISD's vision is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district

APPENDIX 4: Legal Notice Regarding Board Policy

This entire document is the official board operating procedures manual for San Elizario ISD. All other policies and procedures in use by San Elizario ISD that are not required by TEC §11.1511 to be retained by the board of trustees are fully delegated by the board to the superintendent. To accomplish this delegation, the superintendent is authorized to transfer all local policies to administrative regulations except where indicated below.

Policies Retained by the Board for Alignment with Texas Education Code
As required by TEC §11.1511, the following policies in the TASB-maintained policy manual related to the duties and powers of the board of trustees are NOT delegated to the superintendent and may not be modified or deleted without the board's prior approval. These remain board policy, however, the superintendent is responsible for their implementation and for notifying the board if any of these non-delegated policies are recommended for modification or removal.

A series	CD series except CDC	DF series except DFE
B series except BP	CE series	EL
CAA	CFC	GF
CCA	CH series	
CCG		

Policies Retained by the Board for Alignment with Goals and Constraints
The following policies in the TASB-maintained policy manual are NOT delegated to the superintendent and may not be modified or deleted without the board's prior approval because they are directly related to either the Board-adopted Student Outcome Goals and Constraints (which includes the Theory of Action). These remain board policy, however, the superintendent is responsible for their implementation and for notifying the board if any of these non-delegated policies are recommended for modification or removal.

Policies Related to Goal #1: Mathematics	*Policies Related to Goal #2: Reading*	*Policies Related to Goal #3: College, Career, and Military Readiness*
None	None	EIF

Policies Related to Constraint #1: Community	*Policies Related to Constraint #2: Finances*	*Policies Related to Constraint #3: Adult Convenience*
DGA	CC series CRD CV series	None

Policies Related to Theory of Action
EC
EF
EHBC
EIE

APPENDIX 5: Social Media Guidelines for Board Members and Other Public Officials

SOCIAL MEDIA GUIDELINES FOR BOARD MEMBERS AND OTHER PUBLIC OFFICIALS

1. **Good comportment, especially on social media, is in the District's interest and serves as the best PR.**

2. **Do NOT overshare and verify the truth of your information.** You should be particularly careful about the information you share on social media and make certain that you do not overshare. Remember that a violation of the Open Meetings Act carries criminal penalties that include fines, jail time or both. Likewise, there are legal consequences for communicating false information such defamation or libel suits. Moreover, be mindful of the confidential nature of certain information shared with you and limit the content of your communication to information that San Elizario ISD has previously released to the public.

3. **Speak for yourself, and yourself only.** Although you are free to communicate with others on social media, please do not use your personal social media accounts to speak on behalf of the school board or San Elizario ISD. If you choose to communicate on social media about San Elizario ISD business, please ensure that you specify that you are communicating as an individual and not on behalf of the board or the school district.

4. **Do not communicate with other board members through social media.** In doing so, you run the risk of establishing a quorum and discussing district business outside of a publicly noticed meeting which would violate Open Meetings laws.

5. **Avoid re-creating board meeting events and discussions.** Doing so can lead to unintended contradictions or confusion. Instead, direct the public to key administration, meeting minutes, agendas, publicly available documents, etc.

6. **Don't jump to conclusions and make pre-determinations.** Do not publicly communicate about your consideration or decision-making on matters that have not yet reached the board for possible action Be mindful of the legal processes for certain matters and refrain from even the appearance of making pre-determinations or decisions outside of the established or required process (for example, due process hearings for teacher nonrenewals, employee grievance hearings, adoption of tax rate, etc.).

7. **Refrain from involving yourself as a witness in a matter that may result before the board.** If you are approached or contacted with a complaint, redirect the complainant to the appropriate administrator. Be sure to promptly inform the Superintendent and Board President of the matter.

8. **Remember that you are a temporary custodian of records under state law.** Under recent legislative changes to the Public Information Act, board members, public officials, and employees are required to maintain all records pertaining to district business. This includes communication by text, personal email and social media. This means that your social media communications are presumed

to be public information, must be preserved by you as district records and must be made available to the public upon request (absent an exception to public disclosure).

9. **Seek legal advice prior to deleting public comments or blocking participants.** Even if you're using a personal social media account, deleting public comments or blocking persons with whom you disagree have the potential of violating the constitutional tenets of free speech—especially if the communication relates to district business. Check with the district's legal counsel before taking any action, or better yet disable all public comment functions on your account.

10. **Quickly report any possible illegal or criminal activity, to include threats against district employees, students and public officials.** Report the information to the Superintendent, Board President and law enforcement.

APPENDIX 6: BBFA (LEGAL) and BBFB (LEGAL)

Note: For information regarding conflicts of interest and depository contracts, see BDAE.

See also CBB for conflict of interest requirements when federal funds are involved.

Substantial Interest Affidavit

If a local public official has a substantial interest in a business entity or in real property, the official shall file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

1. In the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
2. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

The affidavit must be filed with the official recordkeeper of the district.

Local Gov't Code 171.004(a)–(b)

Abstention Exception

If a trustee is required to file and does file an affidavit, that trustee shall not be required to abstain from further participation in the matter or matters requiring such an affidavit if a majority of the trustees are likewise required to file and do file affidavits of similar interests on the same official action. *Local Gov't Code 171.004(c)*

Definitions

Local Public Official

"Local public official" means a member of the governing body or another officer, whether elected, appointed, paid, or unpaid, of any district (including a school district), central appraisal district, or other local governmental entity who exercises responsibilities beyond those that are advisory in nature. *Local Gov't Code 171.001(1)*

Substantial Interest

Business Entity

A person has a substantial interest in a business entity if:

1. The person owns:
   a. Ten percent or more of the voting stock or shares of the business entity, or
   b. Either ten percent or more or $15,000 or more of the fair market value of the business entity; or

2. Funds received by the person from the business entity exceed ten percent of the person's gross income for the previous year.

Local Gov't Code 171.002(a)

"Business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law. *Local Gov't Code 171.001(2)*

Real Property

A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more. *Local Gov't Code 171.002(b)*

First-Degree Relatives

A local public official is considered to have a substantial interest under Local Government Code 171.002 if a person related in the first degree by consanguinity or affinity, as determined under Government Code Chapter 573 [see DBE], has a substantial interest under that section. *Local Gov't Code 171.002(c)*

Separate Vote on Budget

The board shall take a separate vote on any budget item specifically dedicated to a contract with a business entity in which a trustee has a substantial interest. Except as provided at Abstention Exception above, the affected trustee may not participate in that separate vote. The trustee may vote on a final budget if the trustee has complied with Local Government Chapter 171 and the matter in which the trustee is concerned has been resolved. *Local Gov't Code 171.005*

Violations

A local public official commits an offense if the official knowingly:

1. Violates Local Government Code 171.004.
2. Acts as surety for a business entity that has work, business, or a contract with the district.
3. Acts as surety on any official bond required of a trustee.

Local Gov't Code 171.003

Voidable Actions

The finding by a court of a violation of Local Government Code Chapter 171 does not render an action of the board voidable unless the measure that was the subject of an action involving a conflict of interest would not have passed without the vote of the person who violated the chapter. *Local Gov't Code 171.006*

Private Corporation

It shall be lawful for a local public official to serve as a member of the board of directors of private, nonprofit corporations when such officials receive no compensation or other remuneration from the

nonprofit corporation or other nonprofit entity. *Local Gov't Code 171.009*

Conflicts Disclosure Statement

A local government officer shall file a conflicts disclosure statement with respect to a vendor if the vendor enters into a contract with the district or the district is considering entering into a contract with the vendor; and the vendor:

1. Has an employment or other business relationship with the local government officer or a family member of the officer, and the business relationship results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:
    a. A contract between the district and the vendor has been executed; or
    b. The district is considering entering into a contract with the vendor;
2. Has given to the local government officer or a family member of the officer one or more gifts, and the gift or gifts have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
    a. A contract between the district and the vendor has been executed; or
    b. The district is considering entering into a contract with the vendor; or
3. Has a family relationship with the local government officer.

Gifts—Exception

A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:

1. A political contribution as defined by Election Code Title 15; or
2. Food accepted as a guest.

Local Gov't Code 176.003(a)–(a-1)

Filing Date

A local government officer shall file the conflicts disclosure statement with the records administrator of the district not later than 5:00 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement. *Local Gov't Code 176.003(b)*

Vendor Questionnaire

A person who is both a local government officer and a vendor of a district is required to file the required vendor questionnaire only if

the person enters or seeks to enter into a contract with the district or is an agent of a person who enters or seeks to enter into a contract with the district. [See CHE] *Local Gov't Code 176.006(e)*

Definitions

Agent "Agent" means a third party who undertakes to transact some business or manage some affair for another person by the authority or on account of the other person. The term includes an employee. *Local Gov't Code 176.001(1)*

Business Relationship "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

1. A transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
2. A transaction conducted at a price and subject to terms available to the public; or
3. A purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Gov't Code 176.001(1-a)

Contract "Contract" means a written agreement for the sale or purchase of real property, goods, or services. *Local Gov't Code 176.001(1-d)*

Family Member "Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Government Code Chapter 573, Subchapter B. [See DBE] *Local Gov't Code 176.001(2)*

Family Relationship "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Government Code Chapter 573, Subchapter B. [See DBE] *Local Gov't Code 176.001(2-a)*

Gift "Gift" means a benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest. The term does not include a benefit offered on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient. *Local Gov't Code 176.001(2-b)*

Investment Income "Investment income" means dividends, capital gains, or interest income generated from:

1. A personal or business checking or savings account, share draft or share account, or other similar account;

2. A personal or business investment; or

3. A personal or business loan.

Local Gov't Code 176.001(2-d)

Local Government Officer

"Local government officer" means a member of the board, the superintendent, or an agent of the district who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Local Gov't Code 176.001(4)*

Records Administrator

"Records administrator" means the director, superintendent, or other person responsible for maintaining the records of the district or another person designated by the district to maintain statements and questionnaires filed under Local Government Code Chapter 176 and perform related functions. *Local Gov't Code 176.001(5)*

Vendor

"Vendor" means a person who enters or seeks to enter into a contract with a district. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Local Gov't Code 176.001(7)*

Duties of Records Administrator

A records administrator shall:

1. Maintain a list of local government officers of the district and shall make that list available to the public and any vendor who may be required to file a conflict of interest questionnaire under Local Government Code 176.006; and

2. Maintain the statements and questionnaires that are required to be filed under Government Code Chapter 176 in accordance with the district's records retention schedule. [See CPC]

Local Gov't Code 176.0065

Internet Posting

A district that maintains an internet website shall provide access to the statements and to questionnaires required to be filed under Local Government Code Chapter 176 on that website. *Local Gov't Code 176.009*

Violations

A local government officer commits an offense if the officer is required to file a conflicts disclosure statement under Local Government Code 176.003 and knowingly fails to file the required conflicts disclosure statement with the appropriate records administrator not later than 5:00 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement. It is an exception to the application of this provision that the local government officer filed the required conflicts disclosure statement not later than the seventh business day after

the date the officer received notice from the district of the alleged violation.

A board may reprimand, suspend, or terminate the employment of an employee who knowingly fails to comply with a requirement adopted under Local Government Code 176. [See DF series]

Local Gov't Code 176.013(a), (d), (f)

[See CHE for violations by a vendor.]

Affidavit Disclosing Interest in Property

A public servant who has a legal or equitable interest in property that is to be acquired with public funds shall file an affidavit within ten days before the date on which the property is to be acquired by purchase or condemnation.

The affidavit must be filed with the county clerk of the county in which the public servant resides and the county clerk of each county in which the property is located.

The affidavit must:

1. State the name of the public servant and the public servant's office, public title, or job designation;
2. Fully describe the property;
3. Fully describe the nature, type, and amount of interest in the property, including the percentage of ownership interest;
4. State the date when the person acquired an interest in the property;
5. Include a verification as follows: "I swear that the information in this affidavit is personally known by me to be correct and contains the information required by Section 553.002, Government Code"; and
6. Contain an acknowledgment of the same type required for recording a deed in the deed records of the county.

Gov't Code 553.002

Definition

"Public servant" means a person who is elected, appointed, employed, or designated, even if not yet qualified for or having assumed the duties of office, as:

1. A candidate for nomination or election to public office, or
2. An officer of government.

Gov't Code 553.001

Violations

A person commits an offense if the person violates Government Code 553.002 and the person has actual notice of the acquisition or intended acquisition of the legal or equitable interest in the property. A person who violates Government Code 553.002 by not filing the required affidavit is presumed to have the intent to commit an offense. *Gov't Code 553.003*

Trustee Financial Statement

The board by resolution adopted by majority vote may require each member of the board to file the financial statement required of state officers under Government Code Chapter 572, Subchapter B with the board and the Texas Ethics Commission.

Not later than the 15th day after the date a board adopts this resolution, the board shall deliver a certified copy of the resolution to the Texas Ethics Commission. A resolution applies beginning on January 1 of the second year following the year in which the resolution is adopted. A member of a board that has adopted a resolution is not required to include, in a financial disclosure statement, financial activity occurring before January 1 of the year following the year in which the resolution is adopted.

The commissioner by order shall require the members of the board to file the financial statement required of state officers under Government Code Chapter 572, Subchapter B in the same manner as the members of a board that have adopted a resolution if the commissioner determines that:

1. A board member has failed to comply with filing and recusal requirements applicable to the member under Local Government Code Chapter 171;
2. The district financial accounting practices are not adequate to safeguard state and district funds; or
3. The district has not met a standard set by the commissioner in the financial accountability rating system.

The commissioner may require filing financial statements covering not more than three fiscal years and beginning on January 1 of the second year following the date of the commissioner's order. A member of a board subject to an order issued by the commissioner is not required to include, in a financial disclosure statement, financial activity occurring before January 1 of the year following the year in which the order is issued. The commissioner may renew the requirement if the commissioner determines that a condition described above continues to exist.

Government Code Chapter 572, Subchapter B applies to a trustee subject to these provisions as if the trustee were a state officer, and

governs the contents, timeliness of filing, and public inspection of a statement filed under these provisions.

Violations

A trustee serving in a district that has adopted a resolution or that is subject to an order issued by the commissioner commits an offense if the trustee fails to file the statement required by the resolution or order.

Education Code 11.064

Prohibited Activities by Public Servants—State Law

"Public servant" means a person elected, selected, appointed, employed, or otherwise designated as one of the following, even if the person has not yet qualified for office or assumed his or her duties:

1. An officer, employee, or agent of government; or
2. A candidate for nomination or election to public office.

Penal Code 1.07(a)(41)(A), (E)

Bribery

A person commits an offense if the person intentionally or knowingly offers, confers, or agrees to confer on another, or solicits, accepts, or agrees to accept from another, any benefit:

1. As consideration for the recipient's decision, opinion, recommendation, vote, or other exercise of discretion as a public servant or voter;
2. As consideration for a violation of a duty imposed by law on a public servant; or
3. That is a political contribution as defined by Election Code Title 15 or an expenditure made and reported in accordance with Government Code Chapter 305 (regarding registration of lobbyists), if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion, if such exercise of official discretion would not have been taken or withheld but for the benefit.

"Benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

Penal Code 36.01(3), .02

Illegal Gifts

A public servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government commits an offense if the public servant solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the public servant's discretion. *Penal Code 36.08(d)*

A public servant who receives an unsolicited benefit that the public servant is prohibited from accepting under the provision above may donate the benefit to a governmental entity that has the authority to accept the gift or may donate the benefit to a recognized tax-exempt charitable organization formed for educational, religious, or scientific purposes. *Penal Code 36.08(d), (i)*

Exceptions

Illegal Gifts does not apply to:

1. A fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which the public servant gives legitimate consideration in a capacity other than as a public servant;
2. A gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient;
3. A benefit to a public servant required to file a statement under Government Code Chapter 572, or a report under Election Code Title 15, that is derived from a function in honor or appreciation of the recipient if:
   a. The benefit and the source of any benefit in excess of $50 is reported in the statement; and
   b. The benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or political subdivision;
4. A political contribution as defined by Election Code Title 15;
5. An item with a value of less than $50, excluding cash or a negotiable instrument as described by Business and Commerce Code 3.104;
6. An item issued by a governmental entity that allows the use of property or facilities owned, leased, or operated by the governmental entity; or
7. Food, lodging, transportation, or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.

Penal Code 36.10

Honoraria and Expenses

A public servant commits an offense if the public servant solicits, accepts, or agrees to accept an honorarium in consideration for services that the public servant would not have been requested to provide but for the person's official position or duties. This provision does not prohibit a public servant from accepting transportation and lodging expenses or meals in connection with a conference or similar event in which the public servant renders services, such as addressing an audience or engaging in a seminar, to the extent those services are more than merely perfunctory. *Penal Code 36.07*

Abuse of Official Capacity	A public servant commits an offense if, with intent to obtain a benefit or with intent to harm or defraud another, intentionally or knowingly violates a law relating to the office or employment, or misuses government property, services, personnel, or any other thing of value, belonging to the government that has come into the public servant's custody by virtue of the person's office or employment. *Penal Code 39.02(a)* "Law relating to a public servant's office or employment" means a law that specifically applies to a person acting in the capacity of a public servant and that directly or indirectly imposes a duty on the public servant or governs the conduct of the public servant. *Penal Code 39.01(1)* "Misuse" means to deal with property contrary to: 1. An agreement under which the public servant holds the property; 2. A contract of employment or oath of office of a public servant; 3. A law, including provisions of the General Appropriations Act specifically relating to government property, that prescribes the manner of custody or disposition of the property; or 4. A limited purpose for which the property is delivered or received. *Penal Code 39.01(2)*
Official Oppression	A public servant acting under color of the public servant's office or employment commits an offense if the public servant intentionally subjects another to sexual harassment. A public servant acts under color of the public servant's office or employment if the person acts or purports to act in an official capacity or takes advantage of such actual or purported capacity. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, submission to which is made a term or condition of a person's exercise or enjoyment of any right, privilege, power, or immunity, either explicitly or implicitly. *Penal Code 39.03(a)(3), (b), (c)*
Misuse of Official Information	A public servant commits an offense if, in reliance on information to which the public servant has access by virtue of the person's office or employment and that has not been made public, the person:

1. Acquires or aids another to acquire a pecuniary interest in any property, transaction, or enterprise that may be affected by the information;

2. Speculates or aids another to speculate on the basis of the information; or

3. As a public servant, including as a school administrator, coerces another into suppressing or failing to report that information to a law enforcement agency.

A public servant commits an offense if with intent to obtain a benefit or with intent to harm or defraud another, the public servant discloses or uses information for a nongovernmental purpose that:

1. The person has access to by means of the person's office or employment; and

2. Has not been made public.

"Information that has not been made public" means any information to which the public does not generally have access, and that is prohibited from disclosure under Government Code Chapter 552 (the Public Information Act).

Penal Code 39.06(a), (b), (d)

Nepotism

Except as provided by law, a public official may not appoint, confirm the appointment of, or vote for the appointment or confirmation of the appointment of an individual to a position that is to be directly or indirectly compensated from public funds or fees of office if:

1. The individual is related to the public official within the third degree by consanguinity (blood) or within the second degree by affinity (marriage); or

2. The public official holds the appointment or confirmation authority as a member of a local board and the individual is related to another member of the board within a prohibited degree.

Gov't Code 573.002, .041 [See DBE]

"Public official" means:

1. An officer of this state or of a district, county, municipality, precinct, school district, or other political subdivision of this state; or

2. An officer or member of a board of this state or of a district, county, municipality, school district, or other political subdivision of this state.

Gov't Code 573.001(3)

The nepotism law governs the hiring of an individual, whether the individual is hired as an employee or an independent contractor. *Atty. Gen. Op. DM-76 (1992)*

A public official may not approve an account or draw or authorize the drawing of a warrant or order to pay the compensation of an ineligible individual if the official knows the individual is ineligible. *Gov't Code 573.083*

Counties with Population 35,000 or More

If, under the district's employment policy [see DC], the board delegates to a superintendent the final authority to select district personnel:

1. The superintendent is a public official for the purposes of the nepotism prohibitions of Government Code Chapter 573 only with respect to a decision made under that delegation of authority; and

2. Each member of the board remains subject to the nepotism prohibitions with respect to all district employees.

For purposes of this provision, a person hired by a district before September 1, 2007, is considered to have been in continuous employment [see DBE] and is not prohibited from continuing employment with the district subject to the abstention requirements.

Education Code 11.1513(f), (h)

Counties with Population Less Than 35,000

The provisions at Counties with Population 35,000 or More do not apply to a district that is located:

1. Wholly in a county with a population of less than 35,000; or

2. In more than one county, if the county in which the largest portion of district territory is located has a population of less than 35,000.

Education Code 11.1513(g)

A member of a board that has delegated to the superintendent final authority for personnel selection is not a public official with appointment authority for purposes of the nepotism prohibitions of Government Code 573.041. *Atty. Gen. Op. GA-123 (2003)*

With respect to renewed contracts, however, board members may be the relevant public officials for nepotism purposes. *Atty. Gen. Op. GA-177 (2004)*

Former Board Member Employment

A trustee of a district may not accept employment with the district until the first anniversary of the date the trustee's membership on the board ends. *Education Code 11.063*

Incompatibility of Office

The common law rule of incompatibility prohibits one person from holding two offices if the duties are in conflict or if one is subordinate to the other. Offices are legally incompatible when the faithful and independent exercise of one would necessarily interfere with the faithful and independent exercise of the other. *Thomas v. Abernathy County Line Indep. Sch. Dist., 290 S.W. 152 (Tex. Comm. App. 1927); Turner v. Trinity Indep. Sch. Dist., 700 S.W.2d 1 (Tex. Ct. App. 1983); Atty. Gen. Op. JM-634 (1987), MW-450 (1982)*

Instructional Materials Violations

Rebates

Gifts

A trustee commits an offense if the trustee receives any commission or rebate on any instructional materials or technological equipment used in the schools with which the trustee is associated.

A trustee commits an offense if the trustee accepts a gift, favor, or service that:

1. Is given to the person or the person's school;
2. Might reasonably tend to influence a trustee in the selection of instructional material or technological equipment; and
3. Could not be lawfully purchased with state instructional materials funds.

"Gift, favor, or service" does not include staff development, in-service, or teacher training; or ancillary materials, such as maps or worksheets, that convey information to the student or otherwise contribute to the learning process.

Education Code 31.152

Free Materials

A person commits an offense if the person knowingly violates any law providing for the purchase or distribution of free instructional materials for the public schools. *Education Code 31.153*

Prohibited Activities by Public Servants—Federal Law

Bribery—General

"Public official" includes a person acting for or on behalf of the United States, or any department, agency, or branch thereof, in any official function, under or by authority of any such department, agency, or branch of government. The term includes any person who has been nominated or appointed to be a public official, or has been officially informed that such person will be so nominated or appointed. *18 U.S.C. 201(a); Dixson v. U.S., 465 U.S. 482, 499 (1984) ("To be a public official under section 201(a), an individual*

must possess some degree of official responsibility for carrying out a federal program or policy."); U.S. v. Franco, 632 F.3d 880 (5th Cir. 2011)

A public official commits an offense if the public official, directly or indirectly, corruptly demands, seeks, receives, accepts, or agrees to receive or accept anything of value personally or for any other person or entity, in return for:

1. Being influenced in the performance of any official act;
2. Being influenced to commit or aid in committing, or to collude in, or allow, any fraud, or make opportunity for the commission of any fraud, on the United States; or
3. Being induced to do or omit to do any act in violation of the official duty of such official or person.

18 U.S.C. 201(b)(2)

Bribery—Federal Programs

"Agent" means a person authorized to act on behalf of another person or a government and, in the case of a government, includes a servant or employee, and a partner, director, officer, manager, and representative.

"Government agency" means a subdivision of the executive, legislative, judicial, or other branch of government, including a department, independent establishment, commission, administration, authority, board, and bureau, and a corporation or other legal entity established, and subject to control, by a government or governments for the execution of a governmental or intergovernmental program.

If a district receives, in any one year period, benefits in excess of $10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, or other form of federal assistance, an agent of the district commits an offense if the agent:

1. Embezzles, steals, obtains by fraud, or otherwise without authority knowingly converts to the use of any person other than the rightful owner or intentionally misapplies, property that:
   a. Is valued at $5,000 or more, and
   b. Is owned by, or is under the care, custody, or control of the district; or
2. Corruptly solicits or demands for the benefit of any person, or accepts or agrees to accept, anything of value from any person, intending to be influenced or rewarded in connection with

any business, transaction, or series of transactions of the district involving anything of value of $5,000 or more.

This provision does not apply to bona fide salary, wages, fees, or other compensation paid, or expenses paid or reimbursed, in the usual course of business.

18 U.S.C. 666

APPENDIX 7: TASB: Effective Board Practices: An Inventory for School Boards

1. A vision statement is in place for the district.

1.1 The vision statement meets the criteria for a well-developed vision statement listed in the supporting materials.	Yes ☐	No ☐	Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. Your vision statement is written.	Yes ☐	No ☐	Unsure ☐
b. It lists or describes desired qualities for at least each of the following: students of the district, the community, and the schools in the district.	Yes ☐	No ☐	Unsure ☐
c. Staff and community input was solicited in some fashion and was considered.	Yes ☐	No ☐	Unsure ☐
d. All current members of the board and the superintendent have agreed, in a formal adoption or readoption by the board, to be guided by the vision.	Yes ☐	No ☐	Unsure ☐

1.2 The board reviews and readopts the vision through formal board action. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. The board has formally adopted or readopted its vision statement within the last five years. Yes ☐ No ☐ Unsure ☐

b. The board's annual calendar of activities or another written document clearly specifies when the vision statement will next be considered for review. Yes ☐ No ☐ Unsure ☐

1.3 The vision is disseminated throughout the district. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. The vision statement is clearly posted in the board meeting room or copies are available at each meeting. Yes ☐ No ☐ Unsure ☐

b. The vision statement is available on all campuses and all staff members have been informed about it. Yes ☐ No ☐ Unsure ☐

2. A comprehensive statement of goals for the district is in place.

2.1 The board adopts or reaffirms a comprehensive list of district goals each year through formal board action. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. The board formally adopted or reaffirmed a list of goals within the past 12 months. Yes ☐ No ☐ Unsure ☐

b. Workshop documents from the goal-setting process indicate the board considered a broad range of district issues and student achievement measures before limiting the goals to those included in its list. Yes ☐ No ☐ Unsure ☐

c. Each member of the board can state in general terms the substantive content of current goals. Yes ☐ No ☐ Unsure ☐

d. The board can point to specific, written criteria that will be used to assess whether the district is succeeding in reaching its goals. Yes ☐ No ☐ Unsure ☐

2.2 Mechanisms for disseminating the goals for the district are clearly identified and in writing. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. Current goals are either posted in the board room or made available to the audience at board meetings. Yes ☐ No ☐ Unsure ☐

b. The goals are available on all campuses and the district Web site, and all staff members have been informed about them. Yes ☐ No ☐ Unsure ☐

2.3 The board is familiar with administration's written plans for accomplishing the goals. The plans include time lines for implementation, specific mechanisms for assessing the effectiveness of the plans, and specific times for reporting to the board on progress. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. The board has looked at copies of, or been formally briefed about, the administration's plans for accomplishing the current district goals. Yes ☐ No ☐ Unsure ☐

b. The written plans state what results the board will see after implementation and include time lines for implementation, procedures for assessing effectiveness, and a schedule for progress reports to the board. Yes ☐ No ☐ Unsure ☐

3. Board actions reinforce the central importance of the goals to the work of the district.

3.1 Deliberation on major items before the board routinely includes a discussion of the recommended action's impact on meeting district goals. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. Board agenda materials routinely summarize the impact agenda items will have on the achievement of current goals. Yes ☐ No ☐ Unsure ☐

b. Board deliberations routinely include an acknowledgement of whether the given agenda item directly or indirectly supports a district goal. Yes ☐ No ☐ Unsure ☐

3.2 The board's superintendent evaluation instrument and process focus first and foremost on the superintendent's success in addressing the board-adopted goals. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. Board agenda materials or minutes indicate the board formally adopts written priority performance goals for the superintendent at the beginning of the evaluation cycle. Yes ☐ No ☐ Unsure ☐

b. The majority of the priority performance goals for the superintendent are clearly derived from current or former district goals. Yes ☐ No ☐ Unsure ☐

c. The board's regularly scheduled formative and summative evaluation conferences begin with reports by the superintendent on actions taken in support of the priority performance goals or with summaries of reports provided earlier. Yes ☐ No ☐ Unsure ☐

3.3 The board's budget review process specifically identifies how goals are funded in the proposed budget, whether funding is adequate, and whether funding priorities are consistent with board-adopted goals. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. Board agenda materials or minutes indicate that the board annually discusses budget priorities with the superintendent in advance of the superintendent's budget preparation. Yes ☐ No ☐ Unsure ☐

b. Budget review materials used in adopting the current district budget clearly identify the funding associated with each district goal. Yes ☐ No ☐ Unsure ☐

4. The board monitors plan implementation and district success in a formal, scheduled manner.

4.1 Time lines in the plans for reporting to the board are incorporated into the board's annual activity calendar and included on appropriate monthly agendas. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. Board agendas or minutes from the past 12 months indicate the board received and formally discussed at least one report of progress on district goals. Yes ☐ No ☐ Unsure ☐

b. The board's calendar for the coming year lists the months in which reports on goal implementation will be provided. Yes ☐ No ☐ Unsure ☐

5. Goals, performance standards, and/or benchmarks have been established for major aspects of district operations.

5.1 The board receives information annually from the superintendent on the goals, standards, or benchmarks the administration uses to assess effectiveness for the major areas of district operations. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. Board agenda materials or minutes from the past 12 months indicate the board and superintendent formally discussed goals, standards, or benchmarks the superintendent uses in assessing operational effectiveness in major areas. Yes ☐ No ☐ Unsure ☐

b. The board can point to a document or documents outlining the measures used by the administration to assess success in at least three major areas of district operations. Yes ☐ No ☐ Unsure ☐

5.2 The board receives regular, scheduled updates on operations effectiveness as measured against standards or benchmarks. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. Board agenda materials or minutes indicate that the board received a report on operations success relative to established standards or benchmarks within the last 12 months. Yes ☐ No ☐ Unsure ☐

6. The board is familiar with the broad outlines of the systems the superintendent has put in place to manage district operations.

6.1 The board and superintendent have a schedule for periodic updates on major management systems in the district, including presentations on how benchmark data is used to plan improvements. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. Board agenda materials or minutes indicate the board received a briefing on at least one major management system within the past 12 months. Yes ☐ No ☐ Unsure ☐

b. The board can point to a document with a schedule for briefings on major management systems. Yes ☐ No ☐ Unsure ☐

6.2 The board's evaluation of the superintendent's performance as a manager focuses on the superintendent's establishing appropriate measures and standards of performance for major district operations, monitoring success, and using data for improvement. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. Items on the board's evaluation instrument that assess management skills focus on whether appropriate performance standards are in place for major areas of district operations, whether the standards are being monitored, and whether they are being met. Yes ☐ No ☐ Unsure ☐

Board-Superintendent Team Operations

7. The board and superintendent team regularly checks expectations and assesses board-superintendent operations.

7.1 The board and superintendent participate in an annual team-building activity. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. Board agenda materials or minutes indicate the board and superintendent participated together in a team-building session or self-assessment discussion during the past 12 months. Yes ☐ No ☐ Unsure ☐

b. Written documents or reports from the team-building session indicate the session included review of actual board practices and behaviors and resulted in agreements about future operations. Yes ☐ No ☐ Unsure ☐

c. Board agenda materials, board minutes, or documents related to the most recent team-building session indicate the board formally discussed continuing education needs as a part of its team-building activity. Yes ☐ No ☐ Unsure ☐

d. The board can point to written plans for continuing education for its members that include, at a minimum, the topics to be addressed. Yes ☐ No ☐ Unsure ☐

7.2 The board has adopted and annually reaffirms an ethics statement or code of conduct for board members. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. The board can point to a code of conduct or ethics statement that has been formally adopted by the board. Yes ☐ No ☐ Unsure ☐

b. Board agenda materials or minutes indicate the statement has been affirmed by all current members of the board, or the board's calendar of activities includes reaffirmation of the ethics statement or code of conduct as an agenda item within the next six months. Yes ☐ No ☐ Unsure ☐

8. Written operating procedures for the board and superintendent are in place.

8.1 A written annual calendar of board events, outlining major board activities by month, is in place. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. All members of the board have copies of a written, 12-month calendar on which major board responsibilities have been scheduled. Yes ☐ No ☐ Unsure ☐

b. At least 75 percent of the board tasks on the calendar for the past 12 months were performed in the months scheduled or were rescheduled on the calendar for another specific time. Yes ☐ No ☐ Unsure ☐

8.2 Operating procedures are codified in a written board-superintendent procedures document; new board members are oriented to operating procedures within the first 60 days of service. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. The board can point to written board operating procedures. Yes ☐ No ☐ Unsure ☐

b. The operating procedures are stated in terms of observable actions: what the board, trustee, or superintendent is actually expected to do or not do. Yes ☐ No ☐ Unsure ☐

c. Any members who have joined the board-superintendent team within the last 12 months have copies of all written board operating procedures. Yes ☐ No ☐ Unsure ☐

8.3 An annual review of operating procedures is included on the board activity calendar. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. Board agenda materials, minutes, or other documents indicate the board and superintendent have formally discussed operating procedures within the past 12 months. Yes ☐ No ☐ Unsure ☐

b. The review of operating procedures usually occurs in the same month each year. Yes ☐ No ☐ Unsure ☐

Advocacy

9. The board is an active advocate for the district within the community.

9.1 The board has an active plan for its generating support for the district, its vision, and its goals with patrons, the business community, and other organizations in the area. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. The plan is written and reviewed each year. Yes ☐ No ☐ Unsure ☐

b. The plan lists activities the board members themselves or the board as a whole will do to generate support and partnerships within the community. Yes ☐ No ☐ Unsure ☐

9.2 The board reviews board and board member success in generating support for the district annually. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. The board's activity calendar includes a month in which this review takes place. Yes ☐ No ☐ Unsure ☐

b. Agenda materials, workshop materials, or minutes from the last 12 months indicate that board discussed the success of its plan and its efforts. Yes ☐ No ☐ Unsure ☐

10. The board is an active advocate for the district with other elected officials.

10.1 The board has an active plan for advocating for the district's interest with legislators and other elected public officials. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. The plan is written and reviewed at least every two years. Yes ☐ No ☐ Unsure ☐

b. The plan lists activities the board members themselves or the board as a whole will do to support the district's interest before legislators and other elected public officials. Yes ☐ No ☐ Unsure ☐

10.2 Every two years, the board reviews board and board member success in advocating for the district with legislators and other elected officials. Yes ☐ No ☐ Unsure ☐

You can check "Yes" for the above item if you check "Yes" to all the criteria below:

a. The board's activity calendar includes a month in which this review takes place. Yes ☐ No ☐ Unsure ☐

b. Agenda materials, workshop materials, or minutes from the last 24 months indicate that board discussed the success of its plan and its efforts. Yes ☐ No ☐ Unsure ☐

San Elizario ISD
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San Elizario, TX 79849
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Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Ms. Nancy Tinoco, Purchasing Specialist
Subject: Consider Renewal for Vision Benefits with Superior Vision
Date: August 14, 2024

HISTORY:

The current contract for vison benefits was approved by the Board of Trustees on June 15, 2020, for the three-year period of 9/1/2020 thru 9/1/2023. The contract included two one-year renewal options and was awarded to Superior Vision for vision benefits.

RATIONALE:

Superior Vision has submitted the renewal quotes for 2024/2025 which is the second of the two-year renewal options of the previously approved three-year contract.

BUDGET:

There is no impact to the budget as vision benefits are a voluntary benefit paid for by employees that enroll for the service.

ADMINISTRATIVE RECOMMENDATION:

The administration recommendation is to approve the renewal quotes submitted by Superior Vision. There is no change in the rates from the original 2020 RFP quote.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

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Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Nancy Tinoco, Purchasing Specialist
Subject: Consider Renewal for Vision Benefits with Superior Vision – Attachment
Date: August 14, 2024

Attachment Pending:

The renewal document provided by Superior Vision included a 4-year renewal term, so a revised renewal document was requested for only one-year but was not received by the time of printing for this Board book. The renewal contract will be provided during the Board meeting.

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MEMORANDUM

To: Members of the Board of Trustees
From: Blanca I. Cruz, Executive Director – Human Resources
Subject: Revision of Hourly Pay Rates for Contracted OT's and PT's and Addition of Contracted Payrate for Diagnostician Services.
Date: August 14, 2024

HISTORY:

The Special Education Department contracts services for occupational therapy (OT) and physical therapy (PT). These are crucial services for students. The recruitment of these individuals has become more challenging for the school district as we compete with the private sector.

RATIONALE:

Currently the hourly pay rates are set at $68 p/hour for OT and PT services. In reviewing rates across the city, we find it necessary to adjust these rates to $70 p/hour to recruit/retain these individuals. Some companies are paying $80-$90 p/hour for these services. The district administration is aware of the purchasing threshold of 50K for competitive services. Therefore, monitoring of these expenses will continue to be a priority.

Moreover, as a preventative measure, adding a pay rate for a contracted diagnostician is also recommended at $70 p/hour.

BUDGET:

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the increase to the OT and PT hourly rate from $68 to $70 retroactively to July 1, 2024 and to approve the addition of the pay rate for contracted diagnostician services in the amount of $70 p/hour.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition
☒ Attachment Included

San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Blanca I. Cruz, Executive Director – Human Resources
Subject: Metlife Contract Renewal – Third Renewal
Date: August 14, 2024

HISTORY:
On August 10, 2022, the Board of Trustees approved the original competitive sealed proposal # 23-1118, with Metlife for Life Insurance, Basic, Supplemental, and AD&D Insurance for three years with an option to extend two additional one-year terms.

The current contract for life insurance with MetLife will expire on August 31, 2024. The contract must be renewed to continue providing these benefits to employees as of September 1, 2024. The San Elizario Independent School District provides a benefit to eligible employees of $25,000 basic life insurance at no cost to the employee. This contract will be the third of three renewals allowed by the contract. The district will still have the option to extend for two additional one-year terms.

RATIONALE: The renewal contract reflects an increase of 9% for the 2024 year to the basic life insurance rates. There is no increase to the Basic AD&D, Supplemental Life, and AD&D. Initially, the increase was projected to be 21% due to two $25k claimants who impacted the rates. The administration was able to negotiate the rate, and Metlife agreed to a 9% increase.

The current $0.139/1000 rate will increase to $0.152/1000 from September 1, 2024 – August 31, 2025.

BUDGET: The budget impact depends on how many employees the district has covered for the given month and on the funding source for each specific employee. The district currently has 567 employees. The approximate annual premium for basic life insurance is $24,701.52.

- Basic AD&D Insurance – No increase. The rate of $0.016/$1000 will remain in effect until August 31, 2024. Approximate annual premium - $2,600.16
- Supplemental Life Insurance – No increase. Please see the contract for details.
- Supplemental AD&D – No increase. The rate of $0.017/$1000 will remain in effect until August 31, 2024. Approximate annual premium - $91.80

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve the contract with Metlife for the 2023-2024 term as presented.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition
☒ Attachment Included

The mission of the San Elizario Independent School District is to graduate students with innovative skills for 21st-century careers by focusing on academic and social skills, fostering transformative practices, and building community support through positive relationships between home and school.

Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116

BENEFIT ADMINISTRATOR
SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT
1050 CHICKEN RANCH RD
SAN ELIZARIO, TX 79849

Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116

August 7, 2024

Attn: Benefits Administrator
SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT
1050 CHICKEN RANCH RD
SAN ELIZARIO, TX 79849

Subject: Revised Renewal Rate Analysis For SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT - Group # 05397221

Dear Benefits Administrator:

We would like to take this opportunity to thank you for your continued business. Each year Metropolitan Life Insurance Company conducts an evaluation of your company's composition — analyzing industry trends, age, gender, salary and where applicable, utilization patterns — to determine your group renewal rates.

After careful review, we have prepared the group renewal rates for your Basic Life, Basic AD&D, Supplemental Life and Supplemental AD&D coverages.

Renewal Effective Date:
Billing statements as of September 1, 2024 will reflect the renewal rates listed in the Renewal Rates section. Any additional group coverages not specifically mentioned in this letter that are active at the time of the renewal will have their rates continued through the coming year.

Complementary Employee Paid Benefits:
MetLife offers a range of products and services designed, priced and administered to help satisfy all types of benefit plan objectives and the diverse needs of employees. Providing access to valuable employee-paid benefits is a smart, easy and cost effective way to enhance overall satisfaction with your company's benefit package and help attract and retain employees.

MetLaw – MetLife's Legal Services plan, helps employees navigate important moments in their life by providing convenient, full-service access to local attorneys at a competitive monthly rate. Employees can meet with attorneys face-to-face or over the phone on an unlimited number of personal matters such as buying a home or creating a will. Our network contains nearly 14,000 attorneys who meet established criteria and have an overall average of 25 years of experience.

Add More Value to Your Benefits Plan
Optimize your benefits investment by adding a MetLife group Dental and Disability plan to your benefits program. Our unmatched product suite, exceptional service and results driven enrollment programs can help you build a benefits program that's right for you and your employees.

If you have any questions, please contact your Broker or MetLife Sales Representative.

We look forward to continuing to provide quality benefit solutions to you and your employees.

Sincerely,

MetLife Renewal Underwriting

cc: MARCOS HERNANDEZ
cc: Dallas Sales Office

Renewal Rates effective September 1, 2024

*Specific group coverages not listed below will be renewed at current rates

Coverage	Current Rate(s)	Renewal Rate(s)	Volume/Lives	Renewal Annual Premium	% Change
Basic Life	$0.139/$1,000	$0.152/$1,000	$13,542,500.00	$24,701.52	9.0%
Rates are guaranteed from September 1, 2024 - August 31, 2025 (12 months)					

Coverage	Current Rate(s)	Renewal Rate(s)	Volume/Lives	Renewal Annual Premium	% Change
Basic AD&D	$0.016/$1,000	$0.016/$1,000	$13,542,500.00	$2,600.16	0.0%
Rates are guaranteed from September 1, 2024 - August 31, 2025 (12 months)					

Coverage	Current Rate(s)	Renewal Rate(s)	Volume/Lives	Renewal Annual Premium	% Change
Supplemental Life			$14,970,000.00		
Age 0-29	$0.060/$1,000	$0.060/$1,000			
Age 30-34	$0.080/$1,000	$0.080/$1,000			
Age 35-39	$0.096/$1,000	$0.096/$1,000			
Age 40-44	$0.138/$1,000	$0.138/$1,000			
Age 45-49	$0.200/$1,000	$0.200/$1,000			
Age 50-54	$0.315/$1,000	$0.315/$1,000			
Age 55-59	$0.489/$1,000	$0.489/$1,000			
Age 60-64	$0.660/$1,000	$0.660/$1,000			
Age 65-69	$1.270/$1,000	$1.270/$1,000			
Age 70-99	$2.060/$1,000	$2.060/$1,000			
Rates are guaranteed from September 1, 2024 - August 31, 2025 (12 months)					

Coverage	Current Rate(s)	Renewal Rate(s)	Volume/Lives	Renewal Annual Premium	% Change
Supplemental AD&D	$0.017/$1,000	$0.017/$1,000	$450,000.00	$91.80	0.0%
Rates are guaranteed from September 1, 2024 - August 31, 2025 (12 months)					

Like most group insurance policies and benefit programs, insurance policies and benefit programs offered by Metropolitan Life Insurance Company and its affiliates contain certain exclusions, exceptions, waiting periods, reductions of benefits, limitations and terms for keeping them in force. Please contact MetLife for complete details.

If you are a customer with employees working in the State of Connecticut, please review the ""CT Employee Terminations"" topic found in MetLife's Administration Manual. Choose the appropriate coverage section (Reporting Changes and Terminations tab, then click Connecticut Insured Terminations). https://www.metlifeadminmanual.com/sm-administration-manual/

Request to Notify Alaska Residents of Impending Coverage and/or Premium Changes
Under Alaska Statute 21.36.225, covered individuals residing in Alaska must be notified of impending coverage and/or premium changes, as applicable. If you have employees residing in Alaska who are covered under MetLife's Disability, Dental, Vision or Accidental Death and Dismemberment policies, we ask that you provide them with written notice at least 45 days in advance of the effective date of the renewal, notifying them that coverage and/or premiums may change. Once renewal details are finalized, a second notice must be provided setting forth the details of the coverage premium change. If you would like wording for these notices, please contact your MetLife service team.

Some services in connection with the coverage may be performed by our affiliate, MetLife Services and Solutions, LLC. These service arrangements in no way alter Metropolitan Life Insurance Company's obligations. Coverage will continue to be administered in accordance with Metropolitan Life Insurance Company's policies and procedures.

Group legal plans and Family Matters are provided by Hyatt Legal Plans, Inc., a MetLife company, Cleveland, OH. In certain states, group legal plans and Family Matters are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company, Warwick, RI. Payroll deduction required. Like most group benefit programs, benefit programs offered by MetLife and its affiliates contain certain exclusions, exceptions, reductions, limitations, waiting periods, and terms for keeping them in force. For costs and complete details of the coverage, call or write the company.

U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company, Metropolitan Tower Life Insurance Company, MetLife Consumer Services, Inc. and Metropolitan General Insurance Company (collectively herein called "MetLife"), enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related insurance and non-insurance products ("Products") with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary for eligible Products. Under MetLife's current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 8% of premium or fees. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period, or other defined period; (2) the amount of eligible new or renewal premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) eligible new or renewal premium or fees growth during a one-year period; or (6) a flat amount, fixed percentage or sliding scale of the premium or fees for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium or fees from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Website at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Non-U.S. Coverage

When providing you with information concerning an eligible group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXISGBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.

L0723033615[exp0924][All States][DC,GU,MP,PR,VI]

San Elizario ISD
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Phone 915.872.3900
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MEMORANDUM

To: Members of the Board of Trustees
From: Blanca I. Cruz, Executive Director – Human Resources
Subject: West Coast University Clinical Affiliation Agreement
Date: August 14, 2024

HISTORY:
West Coast University has expressed interest in collaborating with San Elizario Independent School District to provide their students with the opportunity to complete their clinical hours in their field of study with our district.

RATIONALE:

West Coast University faculty would recommend students in Speech Pathology and Physical Therapy to complete their clinical hours with San Elizario ISD. As part of the agreement, these individuals would be required to undergo a criminal background check before engaging in services with students. The Special Education Director would be the point of contact for placement of students. The students would work under the supervision of a certified SLP or Physical Therapist. This agreement was reviewed by legal counsel.

BUDGET: The internships are at no cost to the district.

ADMINISTRATIVE RECOMMENDATION:
The administrative recommendation is to approve the agreement with West Coast University as presented.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition
☒ Attachment Included

CLINICAL AFFILIATION AGREEMENT
Between
West Coast University, Inc.
151 Innovation Drive, Irvine, CA 92617
2323 N. Central Expressway, Richardson, TX 75080
And
San Elizario Independent School District
1050 Chicken Ranch Rd. San Elizario Texas 79849
P.O. Box 920 San Elizario, Texas 79849

This Affiliation Agreement ("Agreement") is made and entered into as of July 8, 2024 ("Effective Date") between West Coast University, Inc. (hereafter referred to as "University"), and San Elizario Independent School District (hereafter referred to as "Facility"). University and Facility agree that educational experiences will be provided at Facility for students in the programs of University.

RECITALS

WHEREAS, University desires the cooperation of Facility in implementing its programs ("Programs"), as outlined in SCHEDULE A – PROGRAM CONTACTS, where students may participate in a clinical/community/externship experience, a required and integral component of the University curricula; and

WHEREAS, Facility wishes to assist University by providing training to students in the practical applications of their fields of study.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, University and Facility enter into this Agreement on the terms and conditions set forth below.

1. Responsibilities of University

   A. University Designee. University shall designate a member of University staff ("University Designee") to participate with the designee of Facility in planning, implementing, and evaluating the clinical experiences provided to University students. University shall provide Facility with contact information for the University Designee.

   B. Student Assignments. University shall assign students only to facilities that can provide the experience necessary to meet the objectives of the clinical experience.

   C. Schedule of Assignments. University shall notify Facility of its planned schedule of student assignments, including the name(s) of the student(s), their level(s) of academic preparation, and length(s) and date(s) of planned clinical experience(s).

   D. Student Profile. University shall complete and provide to Facility a profile for each student who will be provided with training at Facility which shall include the appropriate student contact information prior to the beginning date of the planned clinical experience. The facility shall use such information for its own purposes and shall not release the information to any third party.

   E. Faculty-Student Ratio. University shall ensure that students are supervised by an appropriate University faculty member at a ratio agreed upon by University and

Facility, and in compliance with regulations governing the clinical experience. This section does not apply to precepted clinical experiences.

F. Rules and Regulations. University shall enforce rules and regulations governing the students that are mutually agreed upon by University and Facility. University students being provided with training at Facility will comply with all applicable federal, state, county, and city regulatory requirements.

G. Student Insurance. University shall maintain liability insurance for student(s) in an amount not less than one million dollars ($1,000,000.00) per incident with three million dollars ($3,000,000.00) annual aggregate. Upon request, University shall provide Facility with written confirmation that each student being provided with training at Facility is covered by health insurance.

H. Indemnification. University agrees to indemnify, defend, and hold harmless the Facility, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage suits arising from services performed by the University's enrolled students or University employees pursuant to this agreement.

2. Responsibilities of the Faculty.

A. Student Assignments. University faculty members ("University Faculty") will assume responsibility, in collaboration with Facility staff, for the assignment of students consistent with the objectives of the clinical experience. When applicable, emphasis will be placed on the teaching and application of principles and practices according to professional standards.

B. Clinical Objectives. University Faculty will provide copies of current syllabi to Facility managers and educators as requested. University Faculty will make copies of the clinical experience objectives available to Facility staff at locations where students are assigned.

C. Clinical Supervision. University Faculty will be responsible for clinical supervision only of those students enrolled in the University Program to which they are assigned.

D. Faculty Availability. University Faculty will be present at Facility at all times when students are present, unless the student is assigned to a precepted experience, in which case University Faculty will be available by phone and/or email.

E. Student Evaluation. University Faculty will evaluate student performance, with input from Facility staff, according to guidelines outlined in the approved curriculum.

3. Responsibilities of the Student.

University shall notify students assigned to clinical experiences at Facility that they are responsible for the following:

A. Following the clinical and administrative policies, procedures, rules, and regulations of the Facility.

B. Completing required Facility orientation.

C. Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any health record, except when necessary, in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any patient information, medical or otherwise, obtained during the clinical experience is forbidden except as a necessary part of the clinical experience.

D. Adhering to patient's rights in accordance with the Facility, state, and federal rules and regulations, as they apply.

E. Adhering to rules and regulations developed by University to govern student activities during clinical experiences, including following the dress code and wearing name badges identifying themselves as students.

F. Arranging their own transportation when not provided by University.

G. Arranging for and assuming the cost of their own health insurance.

H. Assuming responsibility for personal illness, necessary immunizations, titers, tests, background checks, and annual health examinations if required by the Facility.

I. Refusing to accept financial compensation that is not previously authorized by both University and Facility, or any form of gratuity for rendering patient care.

J. Attending all scheduled days at Facility.

K. Obtaining supervision when performing procedures, when University or Facility regulations require such supervision or when lack of supervision may pose a safety risk.

L. Adhering to patient consent regulations required by Facility.

4. Responsibilities of the Facility

A. The Facility Designee. Facility shall designate a member of Facility staff ("Facility Designee") to participate with the University Designee in planning, implementing, and evaluating clinical experiences provided to University students. Facility shall provide University with contact information for the Facility Designee.

B. Facility Orientation. Facility will provide University faculty members and students assigned to clinical experiences at said Facility with an orientation prior to the beginning date of the planned clinical experience.

C. Clinical Experience. Facility shall accept from University the mutually agreed-upon number of students enrolled in the Program and shall provide said students with clinical experiences consistent with the objectives of the clinical experiences.

D. Access to Facilities. Facility shall permit students enrolled in the Program access to Facility as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of Facility.

E. Facility Communication with University. Facility shall notify University designee and/or faculty member as soon as possible when concerns arise and provide University faculty with the opportunity to address and resolve said concern.

F. Withdrawal of Students. Facility may request University to withdraw from Facility any student whom Facility determines is not performing satisfactorily, or who refuses to follow Facility's administrative policies, procedures, rules, and regulations. Such request must be in writing and must include a statement as to the reason or reasons Facility desires to have the student withdrawn.

G. Adequacy of Facility Staff. Facility shall assure that Facility staff is adequate in number and quality to ensure safe and continuous health care services to their patients.

H. Emergency Health Care First Aid. Facility shall, on any day when one or more students are receiving training at Facility, provide to students and/or faculty members of University necessary emergency health care or first aid for accidents occurring at Facility. Except as provided regarding such emergencies, Facility shall have no obligation to furnish medical or surgical care.

I. Indemnification. Facility agrees to indemnify, defend and hold harmless the University, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage suits arising from the negligent, reckless or willful acts of the Facility or its employees, agents or officers, pursuant to this agreement.

J. Standard of Care. Facility will retain full authority and responsibility for patient care and quality standards and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. Facility agrees that students will have the status of trainees; are not to replace Facility staff; and are not to render unsupervised patient care and/or services. Facility agrees all services rendered by students must have educational value and meet the goals of the education program. Facility and its staff will provide supervision of the educational and clinical activities in a reasonable and appropriate manner, in relation to the student's level of training.

K. Safety. Facility shall orient the student with respect to policies and procedures with which students are expected to comply. These policies and procedures include but are not limited to those that promote personal safety, security measures, and workplace security. Facility agrees to take reasonable steps to ensure the personal security and safety of students while engaged in the supervised clinical practice experience.

5. Student Role

The parties agree that students are fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them, the students are not to be considered employees nor agents of either University or Facility for any purpose, including Workers' Compensation or employee benefit

programs. Students shall not be entitled to any monetary remuneration for services performed by them in the course of their training under this Agreement.

6. Term and Termination

The term of this agreement is one (1) year from the effective date. This agreement will automatically be renewed for additional one (1) year terms unless otherwise terminated in writing by either party. Either party may terminate this agreement on written notice to the other at least thirty (30) days in advance of the next training experience. Such termination shall not take effect, however, with regard to students already enrolled until those students have completed their training for the University term during which such termination notice is given.

7. Complete Agreement

This Agreement constitutes the complete understanding of University and Facility regarding their relationship, and it supersedes all prior understandings and agreements between the parties, whether written or oral. Any modification or amendment to this Agreement shall be effective only if it is in writing and signed by both parties.

8. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and/or to be performed in Texas, without regard to any choice of law provisions thereof.

9. Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, or breach thereof, shall be conducted exclusively within the State of Texas in a court of competent jurisdiction.

10. Severability

Wherever possible, each provision of this Agreement will be interpreted in a manner to be effective and valid, but if any provision is held invalid or unenforceable by any body of competent jurisdiction, then such provision will be ineffective only to the extent of such invalidity or unenforceability, without invalidating or affecting in any manner the remainder of such provision or the other provisions of this Agreement.

11. Breach of Privacy and/or Security of Protected Health Information and/or Other Private Information, Documents and/or Data

Pursuant to all applicable laws, rules, regulations, and orders of any state, local, federal, and non-U.S. jurisdiction, and any administrative agency, each party agrees to notify the other within 24 business hours of any breach or suspected or potential breach of the privacy and/or

security of any Protected Health Information and/or other private information, documents and/or any other data.

12. FERPA

Facility agrees to maintain the confidentiality of all participating students' academic records pursuant to the Family Education Rights and Privacy Act of 1974 ("FERPA"), as amended.

13. HIPAA and Related Regulations

University hereby agrees to comply, and to cause its faculty members and students to comply, with all applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, and all amendments and regulations thereto. University agrees to inform its students and faculty members of these requirements. University will provide information to its students and faculty in safeguarding the privacy of Protected Health Information (PHI).

14. Notice

All notices to be given under this Agreement shall be in writing, given at the respective addresses of the parties as set forth below, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first-class mail, return receipt requested, to the address as given herein, or such addresses as may be designated from time to time during the term of this Agreement.

UNIVERSITY:

West Coast University
151 Innovation Drive
Irvine, CA 92617
Attn: Legal Dept

FACILITY:

San Elizario Independent School District
1050 Chicken Ranch Rd.
San Elizario Texas 79849
P.O. Box 920 San Elizario, Texas 79849

15. No Waiver

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed as an act of waiver of said party's subsequent right to enforce any provisions contained herein. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. No provision of this Agreement is a consent to suit.

16. No Third-Party Beneficiaries

This Agreement shall not create any rights, including without limitation third-party beneficiary rights, in any person or entity not a party to this Agreement.

17. Authority to Sign

The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

_____ _____

Date Signature

Name: Cheryl Rojas
Title: Director, Clinical Contracts
West Coast University, Inc.

_____ _____

Date Signature

Name: Dr. Jeannie Meza-Chavez
Title: Superintendent
San Elizario Independent School District

SCHEDULE A – PROGRAM CONTACTS

Please check the box next to the programs to which this Clinical Affiliation Agreement will apply and provide contact information for the person responsible for that area:

	Facility Program & Contact	West Coast University Program & Contact
	Nursing	**Nursing Department [including but not limited to ADN, LPN, BSN, MSN, NP Tracks, and DNP]**
	Contact name: Phone: Email: Address:	Renee Schweitzer, DNP, RN, FNP Vice President of University Relations/Nursing Faculty 151 Innovation Drive Irvine, CA 92617 Direct: (949) 783-4811 Email: rschweitzer@westcoastuniversity.edu
	Pharmacy	**Pharmacy Department [Pharm D]**
	Contact name: Phone: Email: Address:	Kurt Wargo Dean, School of Pharmacy 590 N. Vermont Avenue Los Angeles, CA 90004 Office: (323) 454-5028 Email: EKobayashi@westcoastuniversity.edu
X	**Physical Therapy**	**Physical Therapy Department [DPT]**
	Contact name: April Marioni Phone: 915.872.3926 Email: amarioni@seisd.net Address: 1050 Chicken Ranch Rd. San Elizario Texas 79849 P.O. Box 920 San Elizario, Texas 79849	Jennyfer Oh & Ryan Lovell Directors of Clinical Education 590 N. Vermont Ave, Los Angeles, CA 90004 Phone: (323) 454-5062 Email: JeOh@westcoastuniversity.edu RLovell@westcoastuniversity.edu
X	**California Occupational Therapy**	**California Occupational Therapy Department [OTD & MSOT]**
	Contact name: April Marioni Phone: 915.872.3926 Email: amarioni@seisd.net Address: 1050 Chicken Ranch Rd. San Elizario Texas 79849 P.O. Box 920 San Elizario, Texas 79849	Dr. Ronnie Dallatorre Assistant Professor, Fieldwork Coordinator, Occupational Therapy Email: RDallatorre@westcoastuniversity.edu Elise Leizerovich Capstone Coordinator, Occupational Therapy 590 N. Vermont Ave Los Angeles, CA 90004 Phone: 323-284-7920 Email: ELeizerovich@westcoastuniversity.edu

	Clinical Mental Health Counseling	**Clinical Mental Health Counseling Program [CMHCP]**
	Contact name: Phone: Email: Address:	Colleen R. Logan, PhD, LPC-S. NCC Dean, College of Counseling 151 Innovation Drive Irvine, CA 92617 Phone: 323-454-5187 Email: Clogan@westcoastuniversity.edu
X	**Speech-Language Pathology** Managing Program	**Speech-Language Pathology Department [MSLP]**
	Contact name: April Marioni Phone: 915.872.3926 Email: amarioni@seisd.net Address: 1050 Chicken Ranch Rd. San Elizario Texas 79849 P.O. Box 920 San Elizario, Texas 79849	Kayla Alvarez Campus Assistant Director, Clinical Education - Speech Language Pathology 2323 N. Central Expressway Richardson, TX 75080 Phone: 214-453-4533 Email: KaAlvarez@westcoastuniversity.edu
	California Physician Assistant	**Physician Assistant Department [PA Program]**
	Contact name: Phone: Email: Address:	Laura Cipperly Manager, Clinical Education – Physician Assistant 590 N. Vermont Ave Los Angeles, CA 90004 Phone: 323-454-5044 Email: LCipperly@westcoastuniversity.edu
	Texas Physician Assistant	**Physician Assistant Department [PA Program]**
	Contact name: Phone: Email: Address:	Paige Sassmann Manager, Clinical Education – Physician Assistant 2323 N. Central Expressway Richardson, TX 75080 Phone: 469-283-7493 Email: PSassmann@westcoastuniversity.edu
	Health Administration	**Health Administration Department [MHA]**
	Contact name: Phone: Email: Address:	Justin Ako, DC, BSBA Dean, Program Director, Health Administration 151 Innovation Drive Irvine, CA 92617 Phone: 323-454-5041 Email: jako@westcoastuniversity.edu

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Blanca I. Cruz, Executive Director – Human Resources
Subject: RTPA – Apprenticeship Pay Rates
Date: August 14, 2024

HISTORY: On January 17, 2024, the Board of Trustees of The San Elizario Independent School District entered a partnership with ESC Region 19 to offer the apprenticeship program. The goal of the program is to provide current instructional aides with the opportunity to continue working as they complete their educational goals in the teaching field.

RATIONALE: The program has been officially launched and the district is currently accepting applications for future apprentices and mentors. The program has certain pay thresholds for the five levels of apprentices:

Teacher Aide Apprentice		
Level	**College Hours**	**Minimum Wage**
1	Less than 30	$14,623.34
2	30-60	$16,573
K-12 Teacher Apprentice		
3	45-90	$20,196
4	90-120	$21,879
5	Bachelor's degree	$25,245

Some of the rates above fall below the current SEISD pay rates for instructional aides while others are higher. The district's commitment is to pay the higher pay rate between SEISD Rates and RTPA rates for instructional aides entering the program. This means that individuals have the potential to make more money **but will never make less for enrolling in the program.** However, board action is needed to approve these rates.

BUDGET: Contingent upon the number of apprentices entering the program and the level of education.

ADMINISTRATIVE RECOMMENDATION: To approve the new payrate for teacher apprentices as presented to meet the minimum salary threshold requirements established by the program with the understanding that employees enrolled in the program will be paid the higher rate between San Elizario Independent School District and the RTPA established rates based on education level and relevant experience.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition
☒ Attachment Included

The mission of the San Elizario Independent School District is to graduate students with innovative skills for 21st-century careers by focusing on academic and social skills, fostering transformative practices, and building community support through positive relationships between home and school.

2024-2025 RTPA Apprentice Pay - Instructional Aides

San Elizario ISD

Pay Grade	Job Title	Calendars	Hourly Minimum	Hourly Midpoint	Hourly Maximum
1		2024-2025	$ 11.22	$ 13.62	$ 17.12
	Less than 30 College Hours	155			
2			$ 12.86	$ 15.26	$ 18.76
	30-60 College Hours	155			
3			$ 15.50	$ 17.90	$ 21.40
	45-90 College Hours	155			
4			$ 16.79	$ 19.19	$ 22.69
	90-120 College Hours	155			
5			$ 19.37	$ 21.77	$ 25.27
	Bachelor's Degree	155			

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Subject: Memorandum of Understanding between the San Elizario ISD and the Project Vida Health Center
Date: August 14, 2024

HISTORY:

This Memorandum of Understanding (MOU) represents a collaborative agreement between the Project Vida Health Center (PVHC) and the San Elizario Independent School District (SEISD). The initiative seeks to address and eliminate barriers to healthcare. Under this agreement, PVHC will distribute telemedicine devices in phases, starting with a pilot program at an initial campus. Based on the success and needs assessed during the pilot, the program will expand to additional campuses. The SEISD will support this initiative by facilitating initial screenings through school nurses, promoting the program, and providing the necessary infrastructure and internet connectivity. This partnership aims to foster an integrated and sustainable healthcare environment within the school district, enhancing the overall well-being of the student community.

RATIONALE:

The purpose of this MOU is to establish the terms and conditions of the agreement between the SEIS) and PVHC for the provision of telehealth services via telemedicine devices. This initiative aims to offer comprehensive wrap-around services and eliminate barriers to healthcare, including issues related to access, transportation, lack of insurance, and immigration status.

BUDGET:

There is no budget impact.

ADMINISTRATIVE RECOMMENDATION:

The administration recommends that the Board of Trustees approve the Memorandum of Understanding between the San Elizario Independent School District and the Project Vida Health Center.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

Memorandum of Understanding

Between

San Elizario Independent School District and

Project Vida Health Center

This **MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into by and between the Project Vida Health Center, hereinafter referred to as "PVHC" and the San Elizario Independent School District hereinafter referred to as "SEISD."

PURPOSE:

The purpose of this MOU is to set forth the terms and conditions of agreement between SEISD and PVHC to provide telehealth via telemedicine devices, in order to provide wrap-around services and eliminate barriers to healthcare such as access, transportation, lack of insurance, and immigration status.

Telehealth services will be provided via telemedicine devices. Telehealth devices will be deployed to an initial campus, and scale up to additional campuses on the basis of need and available resources to cover start-up costs. Program phases and workflows for SEISD and PVHC may be adjusted and implemented contingent on the capacity of both parties.

PVHC Shall (subject to approval by Health Resources & Services Administration, HRSA):

- Distribute devices in phases: 1) The first school site will be selected 2) A pilot program will be run at the selected campus and modifications to the workflow done as needed 3) Expansion to additional campuses will be determined on the basis of need and available resources to cover start-up costs.
- Complete the SEISD background check.
- PVHC will coordinate and provide the school nurse with training on the program's workflow and their role in the telehealth program.
- Services will be provided during school hours, interruptions of services may happen due to PVHC holidays, capacity building, closure for inclement weather, or unforeseen circumstances. All changes to scheduled services will be communicated to the district in advance. If changes are unforeseen they will be communicated as soon as possible.
- The telehealth devices and services will be at no direct cost to SEISD.
- Any medical services provided to the client will be charged via PVHC's sliding scale discount program or client's insurance. No services will be denied based on inability to pay.

PVHC staff will follow these procedures:

<u>Pediatric Care Coordinator/Navigator:</u>

- For each campus with a telehealth device the PCC/Navigator will:

    - Provide Navigation Services. Navigation services include identifying mental and physical health, social and economic needs of students and their families, providing all recognized options to the student and/or their family to address those needs, and assisting in securing services chosen by the student and/or their family as much as reasonably possible, either with PVHC or other community service providers following the student and/or family choices.
    - Maintain all student documentation in a PVHC encrypted computer.
- The PCC/Navigator will follow the protocol below for services:
    - **Program Enrollment -** In collaboration with school staff, the PCC/Navigator will gather consent forms for all campus students, create a patient file for each student whose parent/guardian consent to services, and enroll uninsured students and their families to PVHC's sliding scale program.
    - **SEISD School Nurse Referral** – The first point of contact for a potential student referral will be the school nurse. After screening for referral eligibility based on symptoms, the school nurse will verify the student has a consent form on file, and inform the parent/guardian of the availability of PVHC services on campus. Upon the parent/guardian's decision to obtain PVHC medical assistance, the school nurse will refer the student to the PVHC Pediatric Care Coordinator/Navigator.
    - **PCC/Navigator Assessment –** The PVHC PCC/Navigator will conduct the triage and facilitate the medical encounter with PVHC's Pediatric Nurse Practitioner, Physician Assistant, or other PVHC's medical provider through the telehealth device.
    - **PCC/Navigator Excuse Note** - The PCC/Navigator will provide an excuse note to cover absences per medical provider's order.
    - **PCC/Navigator Follow up** - The PVHC PCC/Navigator will follow up with the parent/guardian to verify the prescription has been obtained and covered by medical insurance and/or to follow up on the student's health condition.

<u>Outreach Facilitator:</u>

- Ensure that for each campus, PVHC will provide outreach and education to the community, students, parents and staff about Wellness and Optimal Health in order to foster an environment that supports integrated and sustainable health care.
- The Outreach Facilitator will:
    - Develop and maintain a safe and inclusive environment.
    - Ensure all school administration, staff and personnel are aware of the telehealth program process and services.
    - Facilitate day to day activities for the proper referral and provision of services via the telehealth device.
    - Do outreach and marketing activities via SEISD official modes of communication to promote telehealth services.

<u>PVHC providers and clinical staff</u>

- Provide medical care via telehealth in coordination with the school nurse.

- Communicate with the school nurse for sharing of patient information and data as needed.
- Track patient visits in Electronic Health Records (EHR).
- Upon request provide via fax or secure email any medical record, provider notes, excuse from school given the proper release of information documentation.
- Provide follow up care for patients.

SEISD Shall:

For telehealth in-school devices:

- Follow the protocol for referral:
    - The school nurse will provide initial screening services to the student.
    - The first point of contact for a potential student referral will be the school nurse. The school nurse will verify the student has a consent form on file, and inform the parent/guardian of the availability of PVHC services on campus. Upon the parent/guardian's decision to obtain PVHC medical assistance, the school nurse will refer the student to the PVHC Pediatric Care Coordinator/Navigator.
    - The school nurse will initiate sick visit appointments after triage, inquire about symptoms, call parents to offer PVHC's telehealth services and obtain their consent for treatment.
    - Refer the student to a PVHC's PCC/Navigator to facilitate the medical appointment through the telehealth device.
    - The school nurse will document the sick visit and share this information with PVHC's providers and PCC/Navigators.
    - The school nurse will support PVHC in promoting telehealth services to parents.

- Facilitate the promotion of PVHC's telehealth program via SEISD communication avenues, such as but not limited to:
    - Social Media platforms
    - Email communication
    - Phone Calls
    - Mail
    - Community, parent, and student's events
    - Classroom promotion
- Provide an office space in the nurse's office with a door for privacy, phone line, ethernet and/or wifi connection, office furniture, and an exam bed.
- Internet Connectivity: provide PVHC staff district accounts to access the campus secured network.
- Distribution and collection of consent forms: Assist and facilitate the distribution and collection of consent forms through online registration, parent portal, paper consent forms, and other potential avenues.

- Limited access to SEISD Student Information System for student's demographic, contact, schedule, and attendance information.
- Ensure communication and collaboration and follow-up with school nurses, campus administration and PHVC staff at each campus.
    - All pertinent stakeholders, including but not limited to school administrators, school nurses, school counselors, and PVHC's leadership and staff, will meet quarterly to discuss specific student cases, progress towards program goals and objectives, develop pertinent policies and procedures, and ensure consistent collaboration following patient permission and HIPAA Guidelines.
    - The school nurse and PCC/Navigator will have open and constant communication to provide consistent services to students and to ensure school personnel are part of the treatment process following patient permission and HIPAA Guidelines.
    - PVHC and SEISD will enter a Business Associate Agreement (BAA) to freely share student and client information following HIPAA and FERPA guidelines.
    - The BAA will include provisions for HIPAAs Privacy Rule, Security Rule. Breach Notification Rule and Enforcement Rule
    - The Privacy Rule will refer to the rules of disclosure of Protected Health Information (PHI) and patient rights.
    - The Breach Notification Rule will require a process where both parties will notify the other in case of a HIPAA or FERPA breach and follow the appropriate breach protocol.
    - The Security Management Rule requires a process that includes four specifications: risk analysis, risk management, sanction policy and information system activity review.
    - The Enforcement Rule will contain the provisions for compliance and investigations, imposition of civil money penalties, and procedures for hearings.
    - PVHC Program Staff such as Program Administrators, PCC/Navigator, and Outreach Facilitator as well as external contractor/evaluator may obtain de-identified, limited pertinent student information regarding the provision of services and outcomes after treatment of students in the telehealth program.
    - Develop logistics to ensure the telehealth program is at full capacity at each site
- Parent/guardian and student may elect to terminate PVHC services at any time.

Miscellaneous:

Sovereign Immunity: The Parties stipulate and agree that no provision of, or any part of this Agreement or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

FERPA and HIPAA COMPLIANCE: The Parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act in their handling of educational records and health information of participants enrolled in their programs. It is also understood and recognized that employees and agents of each party may have access to the educational records and health information maintained by the other party in properly administering their duties and obligations under this Agreement and to the individual students. It is agreed that each party shall thoroughly orient their employees and agents (as applicable to those handling educational records or health information) with regard to their respective obligations under the Family Educational Rights and Privacy Act including the Health Insurance Portability and Accountability Act. Each party shall maintain their practices in strict accordance with the requirements of these acts. Unless required by judicial or regulatory authority, neither party shall be permitted to authorize and further disclose the educational records of the other party to persons or entities not a party to this Agreement without first having received permission of the other party, and having obtained assurances that the other party has fully complied with the provisions of the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act. Any permitted disclosure to persons or entities not a party to this Agreement shall be under the condition that no further disclosure by such party shall be permitted.

This Agreement does not create a joint venture, business partnership, agency, franchise, or employment relationship, under Texas Law. Nothing in this Agreement is intended to nor shall it operate to confer any third party beneficiary rights in favor of any person or entity.

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

Term and Termination:

The initial term of this agreement will be dependent upon the two agencies, dates will be acknowledged in an amendment. The agreement will automatically renew for up to four (4) one-year terms, unless either party notifies the other of non-renewal with thirty (30) days written notice. This Agreement may be amended in writing by mutual consent of the parties. The Agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

San Elizario Independent School District	Project Vida Health Center
_____	_____
Dr. Jeannie Meza-Chavez	Bill Schlesinger
Superintendent	Chief Executive Officer
Date: _____	Date:_____

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Item: Education Program Agreement & Affiliation Agreement
Date: August 14, 2024

HISTORY:

The University of Texas at El Paso and San Elizario ISD are committed to providing students enrolled in the University's Bachelor of Social Work and Master of Social Work programs with hands-on educational experiences. These experiences are facilitated using the personnel, equipment, and facilities of San Elizario ISD, ensuring that students gain practical knowledge and skills relevant to their fields of study.

RATIONALE:

The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of the University and with the standards of the accrediting entity for the school or division of the University in which the students are enrolled. The Program will be reviewed periodically by the SEISD Liaison and University Liaison and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity. Students will be under the direct supervision of SEISD personnel who are licensed or otherwise qualified to perform such services.

BUDGET:

This item does not have any budgetary impact.

ADMINISTRATIVE RECOMMENDATION:

It is the administration's recommendation that the Board of Trustees approve the program agreement between SEISD and UTEP.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

EDUCATIONAL EXPERIENCE
PROGRAM AGREEMENT

WHEREAS, The University of Texas at El Paso ("University") and San Elizario Independent School District ("Facility") have previously executed an Educational Experience Affiliation Agreement ("Affiliation Agreement") effective on August 01, 2024; and

WHEREAS, University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University's Bachelor of Social Work and Master of Social Work program with educational experience utilizing the personnel, equipment, and facilities of Facility.

Agreement

NOW THEREFORE, subject to the terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

1. PROGRAM. Facility Liaison and University Liaison will design an educational experience in Bachelor of Social Work and Master of Social Work ("Program") for University students utilizing the personnel, equipment, and facilities of Facility.

a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.

b. The Program will be reviewed periodically by the Facility Liaison and University Liaison and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.

c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of Facility personnel who are licensed or otherwise qualified to perform such services.

2. UNIVERSITY OBLIGATIONS.

a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.

b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.

d. Inform all University students and personnel participating in the Program that they are required by Facility to comply with the rules and regulations of Facility, as provided by Facility, while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.

e. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.

f. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

3. FACILITY OBLIGATIONS.

a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.

b. Provide the equipment, supplies, qualified personnel, direct supervision and direction as well as supervised access to patients or clients required for the experience related activities of the Program.

c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.

d. Assume sole responsibility for the quality of patient or client care.

e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.

f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.

4. GENERAL PROVISIONS.

a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

b. This Program Agreement and the Affiliation Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.

d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

e. This Program Agreement shall begin on the date of last signature below. Either party may terminate this Program Agreement effective with the end of a Program by giving thirty (30) calendar days prior written notice to the other party and such termination shall be effective when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program; otherwise this Program Agreement will automatically terminate upon the termination of the Affiliation Agreement between the parties without the need for further notice between the parties.

f. The Parties stipulate and agree that no provision of, or any part of this Agreement or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

g. This Agreement shall be governed by the laws of the State of Texas. The exclusive venue of any suit brought concerning the Agreement and any incorporated documents is fixed in any Court of competent jurisdiction in El Paso County, Texas**.**

h. Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

~~e.~~ i. Any student or employee of the University having access to school district locations must submit to a criminal background check as required by Texas law. The criminal background checks must be performed before any student or other employee of the University is permitted to enter school district property and at least annually for all employees or subcontractors providing services under this Agreement. The University shall provide copies of said criminal background checks within twenty-four (24) hours of written demand for same. The school district shall be the final arbiter of what constitutes a "location where students are regularly present."

IN WITNESS WHEREOF, the authorized representatives of each party have executed this Program Agreement which shall be effective commencing on the date of the last authorized signature below. Facsimile, electronic and PDF signatures shall be deemed originals.

UNIVERSITY:	FACILITY:
By: _____	By: _____
John Wiebe, Ph.D.	

Provost and Vice President for Academic Affairs

Date: _____

Date: _____

EDUCATIONAL EXPERIENCE
PROGRAM AGREEMENT

WHEREAS, The University of Texas at El Paso ("University") and San Elizario Independent School District ("Facility") have previously executed an Educational Experience Affiliation Agreement ("Affiliation Agreement") effective on August 01, 2024; and

WHEREAS, University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University's Bachelor of Social Work and Master of Social Work program with educational experience utilizing the personnel, equipment, and facilities of Facility.

Agreement

NOW THEREFORE, subject to the terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

1. PROGRAM. Facility Liaison and University Liaison will design an educational experience in Bachelor of Social Work and Master of Social Work ("Program") for University students utilizing the personnel, equipment, and facilities of Facility.

a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.

b. The Program will be reviewed periodically by the Facility Liaison and University Liaison and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.

c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of Facility personnel who are licensed or otherwise qualified to perform such services.

2. UNIVERSITY OBLIGATIONS.

a. Assure that all students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.

b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

c. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.

d. Inform all University students and personnel participating in the Program that they are required by Facility to comply with the rules and regulations of Facility, as provided by Facility, while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.

~~d.~~e. Verify that University students assigned under this agreement who will have access to or interaction with SEISD students undergo background clearance as required by law.

~~e.~~f. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.

~~f.~~g. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

3. FACILITY OBLIGATIONS.

a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.

b. Provide the equipment, supplies, qualified personnel, direct supervision and direction as well as supervised access to patients or clients required for the experience related activities of the Program.

c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.

d. Assume sole responsibility for the quality of patient or client care.

e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.

f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.

4. GENERAL PROVISIONS.

a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

b. This Program Agreement and the Affiliation Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.

d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

e. This Program Agreement shall begin on the date of last signature below. Either party may terminate this Program Agreement effective with the end of a Program by giving thirty (30) calendar days prior written notice to the other party and such termination shall be effective when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program; otherwise this Program Agreement will automatically terminate upon the termination of the Affiliation Agreement between the parties without the need for further notice between the parties.

IN WITNESS WHEREOF, the authorized representatives of each party have executed this Program Agreement which shall be effective commencing on the date of the last authorized signature below. Facsimile, electronic and PDF signatures shall be deemed originals.

UNIVERSITY:	FACILITY:
By: _____	By: _____
John Wiebe, Ph.D. Provost and Vice President for Academic Affairs	
Date: _____	Date: _____

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Rogelio Segovia, Associate Superintendent
Subject: Interlocal Agreement for the Establishment & Operation of El Paso County JJAEP – Chapter 37 of the Texas Education Code
Date: August 14, 2024

HISTORY:

The Interlocal Agreement for the Establishment and Operation of El Paso County JJAEP, Pursuant to Chapter 37 of the Texas Education Code, is a yearly agreement among the following school districts: Ysleta ISD; Socorro ISD; Fabens ISD; San Elizario ISD; Tornillo ISD, Clint ISD; Anthony ISD; El Paso ISD, and Canutillo ISD.

RATIONALE:

The Texas Government Code, Chapter 37, requires the Board to establish a Juvenile Justice Alternative Education Program (JJAEP) for El Paso County based on its population.

BUDGET:

The El Paso County Juvenile Probation Department shall fund placements only for students enrolled in the participating districts. This funding applies to students expelled from school due to conduct that mandates expulsion under Tex. Edu. Code Section 37.007(a), (d), and (e).

ADMINISTRATIVE RECOMMENDATION:

The Administrative recommendation is to approve the Interlocal Agreement for the Establishment and Operation of El Paso County JJAEP Pursuant to Chapter 37 of the Texas Education Code as presented.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

IN THE STATE OF TEXAS
COUNTY OF EL PASO

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

This Interlocal Agreement is made by and between the El Paso County Juvenile Board, hereinafter referred to as the "Board", and the Ysleta Independent School District, hereinafter referred to as "YISD", Ysleta Board of Trustees, hereinafter referred to as "YISD Board"; El Paso Independent School District, Anthony Independent School District, Canutillo Independent School District, Socorro Independent School District, Fabens Independent School District, San Elizario Independent School District, Tornillo Independent School District, and Clint Independent School District, hereinafter collectively referred to as "Districts" and individually as a "Participating District", and are joined for purposes of establishing the respective responsibilities of the Board and the Districts. Nothing herein shall create a direct contractual relationship between the Districts and YISD in its capacity as provider agent or provider of Juvenile Justice Alternative Education Program (JJAEP) services.

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

DUTIES OF THE JUVENILE BOARD AND JJAEP ADMINISTRATOR

For provision of JJAEP services, in consideration for YISD's operation of the educational component of the JJAEP and acting provider for the JJAEP, the Juvenile Board, by and through the County of El Paso, agrees to pay YISD the amount approved per day by the Texas Juvenile Justice Department for each YISD or other Participating District student's enrollment in the JJAEP, utilizing state-appropriated funds from the Texas Juvenile Justice Department funds for the applicable school year, and pass-through funding provided by the Participating Districts. Texas Juvenile Justice Department funds include settle-up funds due to unexpended year-end balances. It is understood by YISD that the daily rate of compensation for educational services is determined by the State of Texas and is subject to change throughout the year. Said fee will be paid to the attention of YISD's Chief

Financial Officer on a quarterly basis, with the first payment due December 15 of the applicable school year, with all fees paid no later than 60 days following the conclusion of the respective school year.

The Board and the JJAEP Administrator will monitor compliance and performance and will conduct an annual JJAEP Performance Review between the conclusion of the school year and prior to the next school year to determine JJAEP effectiveness. The JJAEP Administrator will also conduct an annual JJAEP Management Review of the overall JJAEP operations before the beginning of the next year. The JJAEP Administrator will provide copies of both reports to the YISD School Board President, Trustees, and the Superintendent within 30 days of Juvenile Board review.

DUTIES OF YISD AND THE DISTRICTS

YISD shall provide facilities, personnel, and services necessary to operate on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department as outlined under Texas Administrative Code, Chapter 348, as permitted by § 37.011(e) of the Texas Education Code ("JJAEP Services"). The educational components of the JJAEP shall be subject to the policies adopted by the YISD Board of Trustees. YISD shall follow the programmatic and process components of the JJAEP as outlined in the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures and Standards, and Texas Administrative Code Standards under Chapter 348. Based on current capacity under building code regulations, YISD is required to have no more than 32 students placed at JJAEP at one time; therefore, YISD shall have no obligation to enroll in JJAEP more than 32 students ("capacity").

YISD agrees to continue the provision of personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (C.O.O.P) for online instruction that can provide educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Administrative Code (Chapter 348), the Texas Juvenile Justice Department, Department of Public Health, and the Local Health Authority. Such C.O.O.P. must address any changes to the JJAEP educational components in the event of a pandemic or natural disaster. YISD agrees to provide a copy of YISD JJAEP Plan of Action that outlines instructional time (synchronous/asynchronous, traditional, hybrid, online), student and staff safety plan, transportation, meal and searches plans, attendance recording keeping plan, and other matters related to operations before the beginning of SY 2024-2025 and as the plan is revised throughout the school year in relation to JJAEP matters.

Each Participating District, including YISD, agrees to fulfill requirements pursuant to this Agreement and as outlined in the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures and Standards and the Texas Administrative Code Standards in order to facilitate a successful transition to and from the JJAEP.

TERMS OF PLACEMENT DUE TO EXPULSION

In order to be expelled for placement in the JJAEP, a Participating District must expel students pursuant to a mandatory expulsion offense listed in § 37.007(a), (d), or (e) of the Texas Education

Code. A list of the applicable **MANDATORY EXPULSIONS OFFENSE CODES** is included in (**EXHIBIT "A")** attached hereto. Furthermore, to be accepted for placement in the JJAEP, a student must be expelled for a minimum of 75 school days. The maximum term may not exceed 180 program days, except for an expulsion involving a firearm, for which the maximum term is one calendar year. The maximum term may not exceed one calendar year unless the student has been expelled for longer than one calendar year, in accordance with law and Participating District policy. Pursuant to § 37.011(k)(3) of the Texas Education Code, a student may be placed in the JJAEP if the student engages in serious misbehavior, as defined by § 37.007(c). However, under this Agreement, El Paso County and YISD shall only accept students expelled for mandatory offenses as outlined in Exhibit A.

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

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

Upon JJAEP formal acceptance by the JJAEP Administrator, the Participating District agrees to immediately provide all necessary school withdrawal and educational records, including transcripts and any special education paperwork, to the JJAEP Campus to ensure the development of an appropriate and timely JJAEP entry educational plan within three (3) school days of the JJAEP acceptance determination. Required school records are outlined in the **JJAEP SCHOOL RECORDS REQUEST FORM (EXHIBIT "B").**

The Participating District(s) and JJAEP Campus agree to timely and collaboratively facilitate the completion of the JJAEP Intake at the JJAEP Campus within seven (7) to ten (10) school days of JJAEP acceptance. The aim will be to minimize a student's unnecessary delay or lapse in JJAEP attendance or access to educational services under JJAEP. Although a student may be accepted into JJAEP, enrollment in the JJAEP may be delayed due to capacity limits or other special circumstances. In those situations, the parties agree to provide at least three (3) school days

advance notice prior to the scheduled intake. Any youth placed in the sending school's Disciplinary Alternative Education Program (DAEP), while pending intake or on the waiting list for JJAEP placement will have those days towards credited towards their JJAEP term of placement.

If students are expelled and accepted into the JJAEP but do not enroll because their parents/guardians withdraw them, the student will remain eligible for JJAEP expulsion upon re-enrollment in a local school district. However, the expelling school district must hold another expulsion hearing and provide a new expulsion term along with the required expulsion packet. Participating Districts shall adhere to the guidelines established under Texas Education Code §§ 37.302, 37.303, 37.304, 37.305, 37.306, 37.307, 37.308, 37.309, 37.310, and 37.311 for students placed in a JJAEP due to an offense requiring sex offender registration. Participating Districts must also adhere to the expulsion term guidelines outlined in this Agreement.

In the event that JJAEP enrollment is at 90% of capacity, a waiting list shall be established for acceptance into JJAEP. Pending acceptance, Participating Districts may place expelled students in their own district's DAEP. Students shall be accepted into JJAEP in the order placed on the waiting list; provided, however, that a student will be accepted only if there are a minimum of forty-five (45) days remaining in the term of expulsion. Students expelled for violence, a felony terroristic threat, or a firearm offense will have priority on the waiting list and will be accepted for placement in JJAEP up to the 100% capacity limit. Additionally, JJAEP will not accept any referrals within the last three weeks of YISD's instructional school year. Referrals submitted during this period shall be denied placement, and the referred student will remain the responsibility of the Participating District to place in its own DAEP for the remainder of the school year.

SPECIAL CIRCUMSTANCES AFFECTING LENGTH OF PLACEMENT

YISD agrees to provide capacity for thirty-two (32) students. However, the Parties agree that special circumstances may arise if JJAEP reaches 90% of capacity, or if any one Participating District has more than 67% of the students enrolled in JJAEP. In such cases, the Parties agree that YISD, may limit the length of a student's placement at JJAEP to a maximum of one hundred (100) school days, with the "75-day placement review" occurring at an earlier date acceptable to the Participating District. Such limitation shall not apply to students expelled for offenses involving firearm or those determined by the Participating District, with the concurrence of the JJAEP Administrator, to present an ongoing threat to the safety of other students or district employees.

In the event a student enrolled in the JJAEP commits an infraction that violates the YISD or JJAEP Student Code of Conduct, YISD may take disciplinary action as per the JJAEP Student Code of Conduct. Such action may extend the student's term of expulsion and JJAEP placement.

TERMS OF EXIT

A JJAEP student must be removed from the JJAEP upon completion of the earliest of the following: completion of the court-ordered supervision or deferred prosecution terms and conditions, completion of the expulsion term which was the basis of the JJAEP placement, a Participating

District decision to remove the JJAEP student from JJAEP placement due to 75-day (or earlier if special circumstances exist) placement review hearing decision, decline or dismissal of the JJAEP felony charge by the Court or Prosecutor, withdrawal from JJAEP by student's parent/guardian, or withdrawal from JJAEP due to "Inactive" Status of thirty (30) consecutive school days. Except in cases where a parent, guardian, or custodian withdraws a student, the JJAEP must notify the student's parent, guardian, or custodian in writing of the student's withdrawal from the JJAEP prior to the withdrawal date unless the date is not known prior to the withdrawal. The JJAEP must maintain this documentation.

The Participating District agrees to attend and cooperate with YISD in the JJAEP Exit Transition Meeting to jointly develop an appropriate written exit plan from the JJAEP and transition plan to reintegrate the student into his/her home school. An academic review will be provided, including a review of courses attended, credits earned, credits pending, attendance records, discipline reports, follow-up areas, state assessments and/or IOWA skills test scores (Pre and Post). As part of the JJAEP Exit Transition Meeting, the Participating District agrees to initiate the development of the student's return schedule, outline strategies that will be implemented upon the student's return to home school, and link the student to the Community In Schools (if applicable), the graduation coach, the at-risk coordinator or designated Participating District staff charged with support and re-entry services. In order to promote a successful transition and long-term success, the JJAEP Exit Transition Meeting will occur prior to the youth's withdrawal from the JJAEP and will include the home school (returning) Campus Administrators or designee, YISD Campus Administrators, assigned Probation Officer or JPD representative, the student and the student's parent or guardian.

For a student expelled and placed in a JJAEP for a term of 75 school days or more, Participating Districts agree to attend a review upon the student's 75th school day in JJAEP placement to consider early removal from the JJAEP based on the youth's academic progress and/or other factors that may compel an early release from the JJAEP. On a case-by-case basis, upon the commencement of the school year, the JJAEP will hold, and Participating Districts will attend a placement review for returning JJAEP students who carried over from the prior school year, have met the 75th day placement day in JJAEP, and are recommended for early release based on progress and/or other factors. The JJAEP agrees to facilitate placement review hearings and coordinate with the student's home district/campus.

CURRICULUM AND ATTENDANCE

YISD shall provide a JJAEP which will serve students from YISD and Participating Districts. The JJAEP will comply with all applicable requirements under Chapter 37 of the Texas Education Code, the State Board of Education, Texas Administrative Code Chapter 348, and the Texas Juvenile Justice Department. This includes, but is not limited to, providing a curriculum in English Language Arts, Mathematics, Science, Social Studies, Self-Discipline, and a high school equivalency program that meets requirements under Texas Administrative Code, Chapter 348.206 (b)(3) and administration of assessment instruments under Subchapter B, Chapter 39 (State Assessment) of the Texas Education Code. All students enrolled in the JJAEP must take the statewide assessment as required under Section 39.023 of the Texas Education Code. YISD and Participating Districts agree

to the use of the online version of the Iowa Test of Basic Skills (ITBS), a nationally standardized achievement test and development of an academic plan tailored to each student's educational needs based on the ITBS data. Each student serving a minimum of seventy-five (75) school days shall be pre-tested no more than ten (10) school days after enrollment into the JJAEP, and each student serving a minimum of sixty-five (65) school days in the JJAEP will be post-tested prior to exit from the JJAEP.

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

The JJAEP shall operate for at least 7 hours a day for 180 school days, equating to 75,600 minutes of school. These minutes include lunch and passing times and do not include early release, bad weather, or waiver days. A JJAEP student is noted as present if the student attends instructional time for a minimum of 4 hours per day. Attendance days are verified using sign-in sheets and attendance records for each enrolled JJAEP student. If a JJAEP student is detained/incarcerated, absent for a minimum of 10 consecutive school days, documented as a runaway, has an extended illness or medical reason, or is admitted for inpatient services, the student will be noted as inactive status. Such coding shall not be counted as absent or present from the JJAEP. A student maintained on inactive status for 30 consecutive school days shall be withdrawn on the 31st inactive day.

The JJAEP must provide the Juvenile Probation Department with monthly attendance records of all students enrolled in the JJAEP. YISD agrees to complete the **JJAEP MONTHLY ACTIVITY REPORT (MAR) (EXHIBIT "C")** on a monthly basis on or before the 3rd calendar day of each month. If the 3rd calendar day of a month falls on a weekend or holiday, the report is due the next business day. YISD agrees that subsequent payments pursuant to this Agreement shall be paid based upon the information reported on the JJAEP attendance records and Monthly Activity Report (MAR).

YISD agrees to serve youth up to the compulsory school attendance age, which has been raised to the student's 19th birthday. YISD shall utilize attendance procedures that encourage campus staff to engage with families to determine the root causes of failure to attend school. Parents/Guardians should immediately be notified of any unexplained absence, followed by other interventions such as phone calls and/or home visits to find the issue behind repeated unexcused absences. If an issue preventing attendance is identified, the JJAEP Campus Administrator or designee should determine appropriate Truancy Prevention Measures (TPM) and adhere, as much as possible, to the El Paso County Truancy Prevention Plan. TPM may include a plan to address specific behaviors contributing to truancy, counseling, mediation, or in-school or out-of-school suspension. If truancy measures as outlined in the El Paso County Truancy Prevention Plan fail, then YISD shall refer students to the District Attorney's Office or Truancy Court authorities in accordance with the

timelines for JJAEP youth, which is within two (2) school days. YISD must have written policies and procedures specifying which staff member is responsible for reporting absences by email transmission to the sending school and frequency. The JJAEP Administrator must be copied on said email transmission.

YISD agrees to provide written notification of school matters to a JJAEP student who is 18 years or older and acknowledges that notification is not required to be given to a parent or guardian unless the student has provided written consent, the student has a disability and has provided consent as outlined under Chapter 1357 of the Texas Estates Code, or the student is a dependent as defined in Section 152 of the Internal Revenue Code and notification is required under the Individuals with Disabilities Education Act (IDEA) before the student reached 18 years of age.

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

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

Participating Districts may expel a student with a disability identified under the Individuals with Disabilities Education Act (IDEA) or §504 of the Rehabilitation Act of 1973 for mandatory expulsion offenses involving weapons, illegal drugs, controlled substances, or inflicting serious bodily injury on another person at school, on school premises, or at a school function (Title 20 of the United States Code § 1415(k) and Title 34 of the Code of Federal Regulations § 300.520) only after a duly constituted Admission Review and Dismissal (ARD) or § 504 committee meeting is held. If the ARD or 504 committee determines that the alleged misconduct is not a manifestation of the student's disabilities, the student may be expelled for a minimum of seventy-five (75) school days, but only **up to forty-five (45) days** if the alleged misconduct ***is*** a manifestation of the student's disabilities.

Participating Districts agree to invite a representative of the JJAEP Campus to an incoming JJAEP student's ARD committee meeting as a non-consensus member. The Participating District shall provide reasonable notice of the ARD committee meeting to the JJAEP Campus Administrator and the JJAEP Administrator. As such, the JJAEP Campus Administrator or designee agrees to attend the incoming JJAEP student's ARD committee meeting. Attendance of said meeting is essential in preparation of the incoming students' special education service needs.

If a student is enrolled in special education services, the Participating District must provide a copy of the Admission, Review, and Dismissal (ARD) report. The ARD committee documentation must be maintained for each special education eligible student to include the most recent full and complete ARD meeting documentation, the manifestation determination ARD meeting documentation, and the most recent evaluation of eligibility for special education services.

If the JJAEP suspects that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services in the future, it shall refer the student to their school district of residence for possible referral and evaluation in accordance with applicable statutes and regulations.

ESL SERVICES

The JJAEP, in collaboration with the sending Participating District, must ensure that a non-English-speaking student or a student who speaks English as a second language receives ESL services and instruction appropriate to address their needs, as determined by a Language Proficiency Assessment Committee (LPAC). These determinations must be documented.

TRANSPORTATION SERVICES

Transportation of students attending the JJAEP will be the sole and exclusive responsibility of the student's Sending District. Neither the JJAEP, nor the Educational Fiscal Agent is responsible for transportation of students sent by other Districts attending the JJAEP, including students with disabilities who require transportation as a related service. Before making the decision to place an expelled student at JJAEP, the Participating District shall determine the student's access to transportation to JJAEP and put a transportation plan in place. The Sending District's transportation plan for its student(s) must acknowledge and adhere to YISD's board approved calendar **(EXHIBIT "H")** then in place; and in doing so, observe all YISD approved Professional Development days, early release, holiday closures, intersession, Spring Break, start and end of instructional year, and other calendar conflicts and shall make any modifications necessary to its student transportation plans. If a transportation issue is identified after placement at the JJAEP, an emergency meeting with all involved parties, including an invitation to parents/guardians, will be held. Should transportation be an ongoing barrier to attendance, the student may be exited from the JJAEP and returned to the sending school district.

POLICY AND PROCEDURES AND STUDENT CODE OF CONDUCT

YISD shall follow the programmatic and process components of the JJAEP as outlined in the **EL PASO COUNTY JJAEP POLICIES, PROCEDURES AND STANDARDS**, attached hereto as (**EXHIBIT "D").** References in Exhibit D to "JJAEP Campus" shall refer to YISD's JJAEP Campus and its operations and staff unless the context clearly indicates otherwise. YISD shall establish and enforce the **EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (EXHIBIT "E")** to supplement, but not replace, the YISD Student Code of Conduct in accordance with Texas Education Code § 37.001 and as required by Texas Education Code § 37.011(c).

YISD, the JJAEP Campus, and the JJAEP Administrator agree to engage in collaborative activities and attend quarterly meetings to educate, discuss, and problem-solve any areas of concern, as well as provide updates on policy revisions or legislative changes that may impact JJAEP Campus operations and services. These meetings and activities shall be used to enhance or make changes to the El Paso County JJAEP Policies, Procedures and Standards, the El Paso County JJAEP Student Code of Conduct, and the El Paso County JJAEP Memorandum of Understanding. All documents

must be approved by the El Paso County Juvenile Board, YISD School Board, and Participating Districts' School Boards, and must be submitted to the Texas Juvenile Justice Department.

JJAEP EDUCATIONAL STAFF

JJAEP educational staff members shall be employees of YISD and shall be subject to the personnel policies of the YISD and their respective Employee Code of Conduct. YISD further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, High School/College Board Policies and other policies and requirements of such statute and rule(s), and shall certify that any "Covered Employees" and/or JJAEP staff members as described in this paragraph, do not have a "Disqualifying Criminal History". YISD shall ensure that all JJAEP staff members, including temporary, seasonal, substitute employees, or volunteers have completed and passed a background check **prior to having "direct" contact with JJAEP students**. YISD agrees for all JJAEP employees (including substitutes that will work within a JJAEP for six (6) weeks or more) operating under the JJAEP to attend the JJAEP New Employee Orientation and the JJAEP Annual Refresher as applicable.

YISD agrees to complete the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** for each employee assigned by YISD to work with JJAEP students. YISD will provide verification that any required certifications are current, and that the individual has completed all training required by this chapter. YISD shall certify through the signature of the authorized Human Resource representative that their employee meets the required qualification for the position held. For carry-over YISD employees, the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** shall be re-certified yearly and submitted to JPD/County no later than October 15th for each year.

YISD agrees to comply with Texas Administrative Code, Chapter 348.200(g)(4) regarding adequate number of supervision staff members. YISD must ensure that all JJAEP employees (including substitutes that will work within a JJAEP for six (6) weeks or more) that do not meet the "professional" (certified teachers, student aides, paraprofessionals, nurse, physicians, commissioned law enforcement officers, etc.) designation remain current through YISD training on Crisis Prevention Intervention, CPR, and First Aid training. Teacher aides and Community in School (CIS) Coordinators are exempt from obtaining the Community Activities Officer (CAO) certification approved by TJJD as they are not employed by a juvenile probation department or juvenile facility.

Pursuant to Texas Administrative Code § 350.100, the JJAEP is considered a Juvenile Justice Program, and thus any YISD employees must adhere to the standards outlined under Texas Administrative Code, Chapter 358 (Identifying, Reporting, and Investigating Abuse, Neglect, Exploitation, Death, and Serious Incidents) for students served under the JJAEP. YISD must assure that its employees and JJAEP Campus Administrators are familiar and adhere to the Texas Administrative Code, Chapter *358, Identifying, Reporting, Investigating Abuse, Neglect, Exploitation, Death, and Serious Incidents; and required timelines; and Prison Rape Elimination*

Act. These statutory provisions require individuals to report physical, sexual, and/or mental health child abuse, neglect, and exploitation within specific timelines and require that all JJAEP campus personnel emphasize a zero-tolerance policy regarding any forms of sexual and physical abuse.

In the event of such incidents, YISD personnel shall also complete the **TJJD INCIDENT REPORT FORM (EXHIBIT "G")** and the **TJJD INTERNAL INVESTIGATION REPORT FORM (EXHIBIT "G-1")** and transmit these forms along with any applicable documentation via email and phone call to: 1-877-786-7263 and abuseneglect@tjjd.texas.gov and to JPD/County. YISD also agrees to report incidents to law enforcement as required by Texas Administrative Code Chapters 348, and/or 358 and will also forward the report to the JJAEP Administrator via email by next workday.

RECORDS AND RETENTION

YISD shall maintain and make available for inspection, audit, or reproduction by an authorized representative of El Paso County, the El Paso County Juvenile Probation Department, or the State of Texas, or Federal government, books, documents, and other evidence pertaining to the cost and expenses of the operation of the JJAEP under this Agreement, hereinafter called the "Records." YISD shall maintain Records and documents for a minimum of seven (7) years after the end of the contract period. In the event that any litigation, claim, or audit involving these "Records" commences before the seven (7) year period expires, the YISD contractor must retain "Records" and documents for not less than seven (7) years or until all litigation, claims, or audit findings are resolved; whichever is later.

SUPPLEMENTARY PROGRAM FUNDING

Each Participating District agrees to allow YISD to submit a grant for eligible JJAEP funds from the State and to reasonably cooperate in submission of such application. Priority of funds obtained from the State will be utilized to offset educational expenses of Participating District, including YISD, and any remaining funds may be allocated for the expansion and improvement of the JJAEP.

EFFECTIVE DATE

This Agreement shall become effective on July 29, 2024, regardless of the date of execution by the parties. The parties agree that the authorized signature of any other Participating District who may join by counterpart creates a binding offer of such Participating District to participate in the establishment and operation of the JJAEP and shall be effective as to all signatories at such time as it is signed by YISD.

TERMINATION

This Agreement shall be in effect until July 31, 2025. The "Board" or "YISD" may give 30 days' written notice of termination. Notice of termination by any Participating District received by the YISD shall constitute effective notice of termination as to such party only and shall be effective at the end of

the then current contract year. The interlocal may be renewed for a maximum of two (2) one (1) year options upon written agreement by the YISD and the El Paso County Juvenile Board.

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

NOTICE

Notice to parties under this Agreement shall be sent by certified mail, return receipt requested, to those persons identified below in this agreement attached hereto and incorporated herein for all purposes and such persons as may be identified for purposes of notice by Districts which have joined in the Agreement by counterpart and maybe represented in this agreement. (See attached listing of contacts and address information).

SEVERABILITY

If any part of this Agreement is held to be illegal, such part shall be deemed severable, and the remaining parts shall nevertheless be binding.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties, and any prior understandings, written or oral agreements between them, are merged into the Agreement.

INSPECTION OF RECORDS

Upon request by a party, all records of YISD made and kept pursuant to this Agreement are available for inspection at any time mutually convenient to YISD and the party, subject to the requirements of the Family Educational Rights and Privacy Rights Act (FERPA) as outlined in Title 20 of the United States Code § 1232g and the Texas Government Code Chapter 552, Public Information Act. Any cost of such inspection or copying shall be borne by the party requesting said services.

EXECUTION

This Agreement may be executed jointly or in counterpart, and the authorized signature upon a counterpart of any Participating District, whether or not named above, creates the same binding commitment between the parties as if the Participating District had jointly executed this document, provided this Agreement is executed by YISD**.**

EQUAL EMPLOYMENT POLICIES

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

FAILURE TO PAY

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

IMMUNITY

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

A notice of a change of campus location shall be given thirty (30) days in advance or as soon thereafter as possible. An amendment to this Agreement is not required for purposes of a change of campus.

CONFLICT RELATED DOCUMENTS

In the event of a conflict or inconsistency related to the subject matter hereof between any of the terms of the following documents, the following order of precedence shall control: The El Paso County Juvenile Probation Department Policies, Procedures and Standards for Juvenile Justice Alternative Education Program and its accompanying exhibits.

YISD INTERLOCAL SY 2024-2025
CONTACTS AND ADDRESS INFORMATION

School District	Address
Clint Independent School District James R. Pendell, Board President	14521 Horizon Boulevard El Paso, Texas 79928
Fabens Independent School District Sylvia Gonzales, Board President	821 NE "G" Avenue Fabens, Texas 79838
San Elizario Independent School District Eduardo Chavez, Board President	1050 Chicken Ranch Road San Elizario, Texas 79849
Socorro Independent School District Michael A. Najera, Board President	12440 Rojas Drive El Paso, Texas 79928
Tornillo Independent School District Marlene Bullard, Board President	19200 Cobb Avenue Tornillo, Texas 79853
Ysleta Independent School District Cruz A. Ochoa, Board President	9600 Sims Drive El Paso, Texas 79925
El Paso Independent School District Israel Irrobali, Board President	1014 N. Stanton Street El Paso, Texas 79902
Anthony Independent School District Angel J. Cuellar, Board President	840 6th Street Anthony, Texas 79821
Canutillo Independent School District Armando Rodriguez, Board President	7965 Artcraft Road El Paso, Texas 79932
El Paso County Juvenile Probation Department Rosie Medina, Chief Juvenile Probation Officer	6400 Delta Drive El Paso, Texas 79905
El Paso County Juvenile Board Honorable Yahara Lisa Gutierrez, Chairperson	500 E. San Antonio Avenue, Suite 1105 El Paso, Texas 79901

JJAEP SY 2024-2025 INTERLOCAL EXHIBIT LISTING

EXHIBIT A - MANDATORY EXPULSIONS OFFENSE CODES

EXHIBIT B - JJAEP SCHOOL RECORDS REQUEST FORM

EXHIBIT C - JJAEP MONTHLY ACTIVITY REPORT (MAR)

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

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

EXHIBIT F - JJAEP HR RECORDS AND CERTIFICATION FORM

EXHIBIT G - TJJD INCIDENT REPORT FORM

EXHIBIT G-1 - TJJD INTERNAL INVESTIGATION REPORT FORM

EXHIBIT H - YISD 2024-2025 SCHOOL CALENDAR

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

EL PASO COUNTY JUVENILE BOARD

By: _____
Honorable Judge Yahara ~~Lisa~~ Gutierrez
65th District Court

Date: 8-1-2024

APPROVED AS TO CONTENT:

_____
Chief Juvenile Probation Officer, Rosie Medina

8/1/2024
_____
Date

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

By: Kathryn R. Lucero
Kathryn R. Lucero, Board Secretary

Date: 06/18/2024

YSLETA INDEPENDENT SCHOOL DISTRICT

By: Cruz A. Ochoa Jr.
Mr. Cruz A. Ochoa, Board President

Date: 06/18/2024

Chief Counsel for YISD

By: Mata
Priscilla Mata

Date: 06/18/2024

Juvenile Justice Alternative Education Offense Codes

TEXAS JUVENILE JUSTICE DEPARTMENT

2023/24 and 2024/25 School Years

New items shown in italics

Offense Code	Offense Description	Offense Type
37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02(a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory
37.007A12B	Unlawful Weapon: Location-Restricted Knife [PC 46.02(a-4)] [EC 37.007 (a)(1)] (For students who are under the age of 18.)	Mandatory
37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05(a)(1)] [EC 37.007(a)(1)]	Mandatory
37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05(a)(1)(A)] [EC 37.007(a)(1)]	Mandatory
37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05(a)(1)(B)] [EC 37.007(a)(1)]	Mandatory
37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05(a)(1)(C)] [EC 37.007(a)(1)]	Mandatory
37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05(a)(2)] [EC 37.007 (a)(1)]	Mandatory
37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05(a)(3)] [EC37.007(a)(1)]	Mandatory
37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05(a)(4)] [EC 37.007(a)(1)]	Mandatory
37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05(a)(5)] [EC 37.007(a)(1)]	Mandatory
37.007A15J	Prohibited Weapon: Improvised Explosive Device [PC 46.05(a)(6)] [EC37.007(a)(1)]	Mandatory
37.007A2A1	Aggravated Assault [PC 22.02] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2A2	Aggravated Sexual Assault [PC 22.021] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2A3	Sexual Assault [PC 22.011] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2B	Arson [PC 28.02] [EC 37.007(a)(2)(B)]	Mandatory
37.007A2C1	Murder [PC 19.02] [EC 37.007(a)(2)(C)]	Mandatory
37.007A2C2	Capital Murder [PC 19.03 [EC 37.007(a)(2)(C)]	Mandatory
37.007A2C3	Attempted Murder or Capital Murder [PC 15.01] [EC 37.007(a)(2)(C)]	Mandatory
37.007A2D	Indecency with A Child [PC 21.11] [EC 37.007(a)(2)(D)]	Mandatory
37.007A2E	Aggravated Kidnapping [PC 20.04] [EC 37.007(a)(2)(E)]	Mandatory
37.007A2F	Aggravated Robbery [PC 29.03] [EC 37.007(a)(2)(F)]	Mandatory
37.007A2G	Manslaughter [PC 19.04] [EC 37.007(a)(2)(G)]	Mandatory
37.007A2H	Criminally Negligent Homicide [PC 19.05] [EC 37.007(a)(2)(H)]	Mandatory
37.007A2I	Continuous Sexual Abuse of Young Child or Disabled Individual [PC 21.02] [EC 37.007(a)(2)(I)]	Mandatory
37.007A3	*Felony Drug, excluding marijuana and THC [EC 37.007(a)(3)(C)] [EC 37.006(a)(2)(C)]*	Mandatory
37.007D	Retaliation [EC 37.007(d)]	Mandatory
37.007E	Federal Firearm [EC 37.007(e)]	Mandatory
37.007B1D	False Alarm or Report [PC 42.06] [EC 37.007(b)(1)]	Discretionary
37.007B1E	Terroristic Threat [PC 22.07] [EC 37.007(b)(1)]	Discretionary

Offense Code	Offense Description	Offense Type
37.007B2A	*Felony marijuana or THC [HSC 481] [EC 37.007(b)(2)(A)(i); 37.006(a)(2)(C-1)*	**Discretionary**
37.007B2A1	Misdemeanor Marijuana [HSC 481] [EC 37.007(b)(2)(A)(i)]	Discretionary
37.007B2A1B	Misdemeanor Controlled Substance [HSC 481] [EC 37.007(b)(2)(A)(i)] [EC 37.006(a)(2)(C)]	Discretionary
37.007B2A2	Misdemeanor Dangerous Drug [HSC 481] [EC 37.007(b)(2)(A)(ii)]	Discretionary
37.007B2A3	Alcohol [HSC 481] [EC 37.007(b)(2)(A)(iii)] [EC 37.006(a)(2)(D)]	Discretionary
37.007B2B	Glue or Aerosol Paint [HSC 485.031-485.034] [EC 37.007(b)(2)(B)]	Discretionary
37.007B2CA	Assault on a Volunteer [PC 22.01(a)(1)] [EC 37.007(b)(2)(C)]	Discretionary
37.007B2CB	Assault on an Employee [PC 22.01(a)(1)] [EC 37.007(b)(2)(C)]	Discretionary
37.007B2D	Deadly Conduct [PC 22.05] [EC 37.007(b)(2)(D)]	Discretionary
37.007B3A	Non-School Student on Student Aggravated Assault, Sexual Assault, or Aggravated Sexual Assault [EC 37.007(b)(4)]	Discretionary
37.007B3B	Non-School Student on Student Murder, Capital Murder, or Attempted Murder/Capital Murder [PC 19.02 or 19.03] [EC 37.007(b)(4)]	Discretionary
37.007B3C	Non-School Student on Student Aggravated Robbery [EC 37.007(b)(4)]	Discretionary
37.007B4	On or within 300 Ft Rule – Mandatory Offense or Possession of Firearm [EC 37.007(b)(3)]	Discretionary
37.007B5	Breach of Computer Security School Network [PC 33.02] [EC 37.007(b)(5)]	Discretionary
37.007C	Serious Misbehavior [EC 37.007(c)]	Discretionary
37.007D(D)	Retaliation [EC 37.007(d)]	Discretionary
37.007F	Felony Criminal Mischief [PC 28.03] [EC 37.007(f)]	Discretionary
37.309	Registered Sex Offender [EC 37.309]	Other
PROBCO1	Probation Placement	Other
PROBCO2	Court Order	Other
37.0081B	Title 5 Felony Murder [PC 19.02] [EC 37.0081(a)]	Discretionary
37.0081C	Title 5 Felony Capital Murder [PC 19.03] [EC 37.0081(a)]	Discretionary
37.0081D	Title 5 Felony Manslaughter [PC 19.04] [EC 37.0081(a)]	Discretionary
37.0081E	Title 5 Felony Criminal Negligent Homicide [PC 19.05] [EC 37.0081(a)]	Discretionary
37.0081F	Title 5 Felony Unlawful Restraint [PC 20.02] [EC 37.0081(a)]	Discretionary
37.0081G	Title 5 Felony Kidnapping [PC 20.03] [EC 37.0081(a)]	Discretionary
37.0081H	Title 5 Felony Aggravated Kidnapping [PC 20.04] [EC 37.0081(a)]	Discretionary
37.0081I	Title 5 Felony Smuggling of Persons [PC 20.05] [EC 37.0081(a)]	Discretionary
37.0081I2	*Title 5 Felony Continuous Smuggling of Persons [PC 20.06] [EC 37.0081(a)(1)(A)(i)]*	Discretionary
37.0081J	Title 5 Felony Trafficking of Persons [PC 20A.02] [EC 37.0081(a)]	Discretionary
37.0081J2	*Title 5 Felony Continuous Trafficking of Persons [PC 20A.03] [EC 37.0081(a)(1)(A)(i)]*	Discretionary

Offense Code	Offense Description	Offense Type
37.0081K	Title 5 Felony Indecency with a Child [PC 21.11] [EC 37.0081(a)]	Discretionary
37.0081K2	*Title 5 Felony Continuous Sexual Abuse of Young Child or Disabled Individual for 17+ kids [PC 21.02] [EC (a)(1)(A)(i)]*	Discretionary
37.0081K3	*Title 5 Felony Bestiality [PC 21.09] [EC(a)(1)(A)(i)]*	Discretionary
37.0081L	Title 5 Felony Invasive Visual Recording [PC 21.15] [EC 37.0081(a)]	Discretionary
37.0081L2	*Title 5 Felony Unlawful Disclosure or Promotion of Intimate Visual Material [PC 21.16] [EC 37.0081(a)(1)(A)(i)]*	Discretionary
37.0081L3	*Title 5 Felony Voyeurism [PC 21.17] [EC 37.0081(a)(1)(A)(i)]*	Discretionary
37.0081L4	*Title 5 Felony Sexual Coercion [PC 21.18] [EC 37.0081(a)(1)(A)(i)]*	Discretionary
37.0081M	Title 5 Felony Assault [PC 22.01] [EC 37.0081(a)]	Discretionary
37.0081N	Title 5 Felony Sexual Assault [PC 22.011] [EC 37.0081(a)]	Discretionary
37.0081P	Title 5 Felony Aggravated Assault [PC 22.02] [EC 37.0081(a)]	Discretionary
37.0081Q	Title 5 Felony Aggravated Sexual Assault [PC 22.021] [EC 37.0081(a)]	Discretionary
37.0081R	Title 5 Felony Injury to a Child, Elderly Individual, or Disabled Individual [PC 22.04] [EC 37.0081(a)]	Discretionary
37.0081S	Title 5 Felony Abandoning or Endangering Child [PC 22.041] [EC 37.0081(a)]	Discretionary
37.0081T	Title 5 Felony Deadly Conduct [PC 22.05] [EC 37.0081(a)]	Discretionary
37.0081U	Title 5 Felony Terrorist Threat [PC 22.07] [EC 37.0081(a)]	Discretionary
37.0081V	Title 5 Felony Aiding Suicide [PC 22.08] [EC 37.0081(a)]	Discretionary
37.0081W	Title 5 Felony Tampering with Consumer Product [PC 22.09] [EC 37.0081(a)]	Discretionary
37.0081X	Title 5 Felony Harassment by Persons in Certain Correctional Facilities; Harassment of Public Servant [PC 22.11] [EC 37.0081(a)]	Discretionary
37.0081Y	Aggravated Robbery [PC 29.03] (EC 37.0081(a)]	Discretionary
DOI	Offense Identified in District of Innovation (DOI) Plans Provided by Sending School District	Discretionary
37.0052	Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior [EC 37.0052)]	Discretionary

César Chávez Academy

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

Reason Code: _____
Action Code: _____

REVISED 2/22/22

Intake Date: _____Time: _____

Exit Date: _____

Please make sure all fields are complete and all documents are sent to CCA, if not this could delay the students intake date.

JJAEP Intake Packet Checklist

Date: _____ Home School: _____

Student Name: _____ Student ID# _____ Grade: _____

Home Address: _____ DOB: _____ SS# _____-_____-_____

Reason for Placement: _____ **Placement:** Mandatory or Discretionary **(circle one)**

Police Case Number: _____ Probation: Yes / No If Yes, P.O. Name: _____

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

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

English Language Learner: Yes/No

- ☐ Birth Certificate
- ☐ Social Security
- ☐ Student Demographic (copy of enrollment card)
- ☐ Discipline History
- ☐ Copy of JJAEP offense discipline referral
- ☐ Immunization Record
- ☐ Class Schedule
- ☐ Grades in Progress
- ☐ Latest Grade Report (9 weeks report card)
- ☐ Home Language Survey Card
- ☐ Course History/Transcript ***(high school only)***
- ☐ Audit Sheet ***(high school only)***
- ☐ **STAAR/SAT/ACT/EOC** Scores
- ☐ Completed Withdrawal Form

Referring administrator's name: _____ Phone: _____

Person completing checklist: _____ Phone: _____

☐ CCA Registrar reviewed paperwork on: _____
Date

☐ Paperwork Accepted ☐ Paperwork Declined Reason: _____

Accepted/Declined by: _____ _____
CCA Official Signature **Date**

Ysleta independent School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs, activities or employment.

Juvenile Justice Alternative Education Program
Monthly Activity Report

TEXAS JUVENILE JUSTICE DEPARTMENT

County: _____ **Date:** _____

Person Preparing Form: _____ **Title:** _____

Month Ending: _____ **Phone:** _____

Activity During the Reporting Period	*Mandatory Expulsions*	*Discretionary Expulsions*	*Other Students**
Total number of days program operated			
Total number of actual student attendance days			
Total number of actual student absences			
Total number of Inactive days			
Number of students in program at beginning of reporting period			
Number of students added			
Number of students exited			

* "Other Students" denotes a child enrolled in JJAEP who has not been expelled from school (i.e. court ordered).

ALL BLANK SPACES SHOULD BE COMPLETED MONTHLY.

Return this Report To:

Texas Juvenile Justice Department
Division of Probation and Community Services - JJAEP
Post Office Box 12757
Austin, TX 78711

Fax: (512) 490-7715

Juvenile Justice Alternative Education Program Monthly Activity Report

TEXAS JUVENILE JUSTICE DEPARTMENT

Form Descriptions:

Report Period - The month and year for which you are supplying information.

Total Number Of Days Program Operated - The number of actual operation days during the report period.

Total Number Of Actual Student Attendance Days - The total for the report period and account for each day each student is in actual attendance at the JJAEP. Students must be present at least 4 hours to be counted.

Total Number Of Actual Student Absences - The total for the report period and account for each day each student is actually not in attendance.

Total Number Of Inactive Days - The total for the report period and account for each day each student is maintained as enrolled and not counted as absent or present from the JJAEP.

Number Of Students In Program At Beginning Of Reporting Period - The number of students active in the program on the 1st day of the month (should equal the number in program at ending of report period of the previous month).

Number Of Students Added - The number of students added to the program during the reporting period.

Number Of Students Exited - The number of students who left the program during the month.

Definitions:

Mandatory Expulsions:

This category should only include those students expelled under §37.007 (a), (d) or (e) of the Texas Education Code.

Discretionary Expulsions:

This category should only include students expelled under §37.007 (b), (c), or (f) of the Texas Education Code. This also includes §37.0081 Title 5 Felony offenses and §37.0081 Aggravated Robbery "*Off Campus"* (Penal Code 29.03).

Other:

This category should only include non-expelled students, including Registered Sex Offenders under §37.309. These are students that are typically placed in the JJAEP via a condition of probation or in rare instances voluntarily attend the JJAEP.

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT POLICIES AND PROCEDURES FOR THE JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

Ysleta Independent School District, El Paso County Juvenile Probation Department

5/28/2024

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TEXAS JUVENILE JUSTICE DEPARTMENT STANDARDS §348
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAMS

§348.100 PURPOSE

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

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

§348.102 DEFINITIONS

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

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

- **(A)** Completed program/returned to home school--The student's term of expulsion has expired or has been terminated early by the home school district.
- **(B)** Completed program/term of probation expired--The student has returned to the home school district due to the expiration of the probation order or the term of probation placement in JJAEP ended.
- **(C)** Completed program/term of placement ended--The student has returned to the home school district due to the termination of both expulsion status and probation status.

(D) GED Completion--The student has successfully tested and passed the high school equivalency examination.
(E) Graduated--The student has completed all necessary requirements to receive a high school diploma.
(F) Left Program Incomplete--The student has been terminated from the program due to:
- **(1)** a probation modification or revocation;
- **(2)** an out-of-home placement;
- **(3)** being held in juvenile detention;
- **(4)** being held in jail;
- **(5)** absconding (violation of conditions of release from detention or court order);
- **(6)** being committed to the Texas Juvenile Justice Department;
- **(7)** being committed to the Texas Department of Criminal Justice; or
- **(8)** being truant or a runaway.

(G) Other--The student left the program due to an out-of-county move, death, medical reason, other non-delinquency reason, or withdrew to enroll in another educational program that is not provided by the student's home district (i.e., expelling school).

§348.104 INTERPRETATION AND APPLICABILITY

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

§348.106 WAIVERS AND VARIANCES

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

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

§348.200 PROGRAM ADMINISTRATION AND ORGANIZATION

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

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

The Ysleta Independent School District JJAEP will provide facilities, personnel, and services necessary to operate on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department as outlined under Chapter 348 as permitted by § 37.011(e) of the Texas Education Code ("JJAEP Services"). The educational components, including but not limited to online instruction and distance learning, of the JJAEP shall be subject to the policies adopted by the YISD Board of Trustees. The JJAEP shall follow the programmatic and process components of the JJAEP as outlined in the El Paso County JJAEP Policies, Procedures and Texas Administrative Code Standards. The JJAEP school day start and end times are as follows: High School: 8:00 a.m. - 3:15 p.m.; Middle School: 8:30 a.m. - 3:45 p.m. Any deviation from scheduled times must be reported to the JJAEP Administrator.

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

PROCEDURE

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

1. JJAEP Policies and Procedures, JJAEP Student Code of Conduct, and applicable program forms will be copied onto electronic storage devices and provided to the JJAEP Campus for provision to newly hired regular status employees, temporary employees, and short and long-term substitutes prior to having direct contact with JJAEP students.

2. The JJAEP Summary of Policies and Procedures **(APPENDIX A)** and JJAEP Student Code of Conduct **(APPENDIX B)** will be reviewed by a Campus Administrator or designee prior to ***any*** contact with JJAEP students for all employees working with JJAEP students.
3. In order to facilitate proper review of JJAEP policies, this activity will be done upon the employee (regular status ISD or any substitute) first presenting at the JJAEP Campus with instructions given to review policies prior to the scheduled JJAEP Orientation training.
4. The JJAEP Summary of Policies and Acknowledgment Form **(APPENDIX C)** will be signed and dated by all new incoming regular status employees, temporary employees, and short and long-term substitutes to support compliance pursuant to §348.202 and §348.224 of the Texas Administrative Code. These forms also instruct employees to review the entire policies prior to the JJAEP New Employee Orientation (NEO).
5. Short-term substitutes assigned to the JJAEP for less than six (6) weeks will be required to review and acknowledge electronic receipt of the JJAEP Summary Form of Policies and Procedures and Student Code of Conduct but will not be required to attend the JJAEP New Employee Orientation.
6. All other employees, including new regular status ISD employees and long-term substitutes assigned or expected to work at the JJAEP for more than six (6) weeks (continuous or intermittent), must attend the JJAEP New Employee Orientation within two (2) weeks of JJAEP assignment in order to comply with the JJAEP standards.
7. The JJAEP Administrator or designee will conduct the JJAEP New Employee Orientation training, focusing on reviewing the priority areas of the JJAEP policies and procedures.
8. As part of the JJAEP annual refresher and staff development training scheduled at the beginning of the school year, the JJAEP Administrator will also provide all JJAEP staff with an electronic storage device containing the TJJD standards along with the JJAEP Policies and Procedures, the JJAEP Student Code of Conduct, the current Interlocal Agreement, applicable training power points, and all necessary forms and contact phone numbers needed for the operation of the program.
9. Upon receipt of the electronic storage device each employee will sign and date the required acknowledgment form **(APPENDIX C).**
    a. If summary of policies and storage device is provided as part of new hire process, the Campus Administrator or designee will indicate their signature on the acknowledgment form and obtain the employee's signature. Copies of the acknowledgment form will be provided to each employee, campus administration and copy forwarded to the JJAEP Administrator by the same workday. Original acknowledgment form will be maintained by the JJAEP Campus Administrator.
    b. If electronic storage device is provided as part of the annual refresher in-person or remote training, the JJAEP Administrator will sign acknowledgment form (as the witness) and obtain employee's signature. Copies of the acknowledgment form will be provided to each employee, campus administration and original will be maintained by the JJAEP Administrator.
10. YISD administrative personnel shall advise in writing when ISD personnel policies conflict and will result in non-compliance with the JJAEP Interlocal Agreement, policies, or TJJD standards. Such notification is required by October 1 of each year and will require the state and/or JPD chain of command to be notified for further discussion to determine an appropriate course of action.
11. YISD will ensure that security and control procedures are in place at every JJAEP location. This will be done in accordance with Section 348.216 of the Texas Administrative Code: Security and Control.
12. It is the responsibility of Campus Administrators to require staff members (new and long-term) to become thoroughly familiar with the JJAEP Program and the contents of the JJAEP Policies and Procedures Manual to ensure the safety of students and staff.
13. Campus Administrators must promote compliance and address staff when internal non-compliance with JJAEP standards is identified.

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

POLICY

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

PROCEDURE

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

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

POLICY

The El Paso County JJAEP Administrator and the Juvenile Board shall complete an Annual Performance Review upon the completion of each academic school year and prior to each academic school year. The Annual Performance Review aims to assess the effectiveness and measure the performance of the JJAEP in meeting its mission.

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

PROCEDURE

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

1. Number of students entering/exiting the program;
2. Reasons for student entries and exits;
3. Number of students eligible for special education services;
4. Student academic performance; as measured by passing rates and half credits (if applicable) for exited students;
5. Attendance rates for the entire length of enrollment;

6. Assessment scores for mathematics and reading as measured by the IOWA;
7. Number of new arrests or referrals that occurred during the entire length of enrollment for students who exited the program;
8. Number of restraints by type (i.e., mechanical, or personal) throughout the year;
9. Number of JJAEP Family Program Orientations held;
10. Number of JJAEP Exit Transition Meetings held in which a parent/guardian, Probation Officer and JJAEP Campus representative were present;
11. Number of youth who successfully complete Probation (Juvenile) or Deferred Prosecution term during or after completion of JJAEP term;
12. Number of New Employee Orientations and training hours.

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

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

POLICY

The overall operation of the El Paso County JJAEP and its respective policies and procedures shall be reviewed annually through a Management Review conducted by the JJAEP Administrator and approved by the Director of Intake Services. The JJAEP Management Review is for the JJAEP Administrator to assess key topics (i.e., safety and security, inter-local cooperation, student code of conduct, and operational efficiency) and identify any needed changes prior to the beginning of each school year. The review will help determine the continued relevance of policies and procedures to the mission of the JJAEP. All revisions, modifications, and changes will be presented to the Juvenile Board for final approval.

PROCEDURE

1. Changes in TJJD (Texas Juvenile Justice Department), TAC (Texas Administrative Code) and/or TEC (Texas Education Code) standards as approved by the state legislature will be updated in the subsequent year's JJAEP Policies and Procedures and/or JJAEP Student Code of Conduct handbooks.
2. The JJAEP Administrator will obtain input from Campus Administrators and ISD personnel annually to promote collaborative efforts toward the efficient and effective operation of the JJAEP.
3. The JJAEP Management Review will include, but is not limited to:
   (A) Safety and Security;
   (B) Inter-local Cooperation;
   (C) Student Code of Conduct;
   (D) Policies and Procedures;
   (E) Operational Efficiency;
4. The JJAEP Administrator will use the **COMPLIANCE MONITORING ASSESSMENT (STANDARDS AND PROGRAM-APPENDIX E)** and **COMPLIANCE MONITORING ASSESSMENT (PHYSICAL PLANT-APPENDIX E-1)** along with the County of El Paso Contract Monitoring System, to track and report problem areas that may need to be addressed.
5. A JJAEP Compliance Monitoring Summary Report will be prepared based off the **COMPLIANCE MONITORING ASSESSMENT TOOLS (See APPENDIX E AND E-1)** summarizing compliance/non-compliance

in all areas, corrective measures taken at the campus or administrative level, and any subsequent issues of non-compliance.

   a. The final versions will be submitted to the YISD Superintendent after presentation to the Juvenile Board as part of the Annual Management Review process. Such compliance report will be used as part of JJAEP performance measures and quality assurance.

6. Discrepancies identified during the physical plant inspection will be forwarded to the JJAEP Campus Administrator, who will be given thirty (30) school days to resolve identified issues. The JJAEP Administrator will follow up to confirm corrective action was taken and ensure compliance.
7. Any matters that the JJAEP Campus Administrator cannot carry out within the established timeline, will require the district associate superintendent overseeing alternative schools to ensure compliance and to provide written confirmation that the facility is in compliance with the Interlocal Agreement and TJJD standards within the required timeline.
8. Compliance monitoring in other areas is ongoing and reviewed at least monthly by the JJAEP Administrator and/or Director of Intake Services, recorded on the **COMPLIANCE MONITORING ASSESSMENT-STANDARDS AND PROGRAM-APPENDIX E)**.
   a. Non-compliance will be notified to the JJAEP Campus Administrators in writing for corrective action and included on the yearly Compliance Monitoring Report if not reconciled within thirty (30) school dates (along with corrective action made after non-compliance notice given) as part of the Annual Management Review to the Juvenile Board and Compliance Letter to the YISD Superintendent and School Board.
   b. Non-compliance with the Interlocal Agreement will also be reported to the County of El Paso Auditor as part of the County's contract management system performance review.
   c. Both Compliance Monitoring Assessments and Report Letters must be completed no later than the tenth day of the following month after the conclusion of the school year to ensure all months are included in the report, allowing administrators (at the campus and district level) to review and respond within 30 calendar days.
9. Compliance monitoring will allow for a review of all aspects of the JJAEP operations and assist with any process or policy revisions or other action needed as part of ongoing collaboration with YISD.
10. An annual policy review meeting will take place prior to the conclusion of the school year to allow YISD and JPD to collaborate on any policy revisions for the following year.
11. TJJD Compliance Audits occur once every two (2) years (on-site or virtual audits) and randomly through desktop audits (based on data and JJAEP case samplings).
12. To ensure the integrity of the compliance monitoring process, no prior notice will be given to the JJAEP Campus for classroom observation or site visits made by the JJAEP Administrator. Input from JJAEP students and their parents/guardians will also be obtained as part of the compliance review by the JJAEP Administrator.

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

POLICY

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

PROCEDURE – DUTIES OF THE JJAEP ADMINISTRATOR

1. The JJAEP Administrator will ascertain that all areas of the program are monitored, reported, and addressed on an ongoing basis to the JJAEP Campus Administrator and/or the associate District Superintendent overseeing the JJAEP Campus. This will be done as set forth in the JJAEP Interlocal Agreement, JJAEP Policies and Procedures, JJAEP Student Code of Conduct, and JJAEP Standards.
2. The JJAEP Administrator must also:
    a. Have access, maintain, secure, and destroy (once retention timelines are met) the JJAEP employee and student electronic files. This includes safeguarding social security numbers, background checks, and other required TJJD employee documents.
    b. Maintain statistical data as required by TJJD for monthly and annual TJJD and El Paso County Contract reporting requirements.
    c. Maintain good rapport with district officials, school administrators, school staff, and probation officers to ensure effective and efficient operations of the JJAEP.
    d. Uphold programmatic standards and interact with students, families, ISD, and JPD personnel to promote the student's educational growth and success.

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

POLICY

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

PROCEDURE

1. The El Paso County Juvenile Board shall contract with the YISD for the provision of instructional staff as dictated by TJJD Standards.
    a. The El Paso County JJAEP will serve students from the following school districts, all of which shall be bound by the terms and conditions of the JJAEP Interlocal Agreement:
        (1) Anthony Independent School District (AISD)
        (2) Canutillo Independent School District (CISD)
        (3) Clint Independent School District (CISD)
        (4) El Paso Independent School District (EPISD)
        (5) Fabens Independent School District (FISD)
        (6) San Elizario Independent School District (SEISD)
        (7) Socorro Independent School District (SISD)
        (8) Tornillo Independent School District (TISD)
        (9) Ysleta Independent School District (YISD)
2. The Independent School Districts participating in the JJAEP through the established Interlocal Agreement shall ensure that all instructional staff has the appropriate certification and required trainings as required by the Texas State Board of Education and JJAEP standards.

3. The Independent School Districts participating in the JJAEP through the established Interlocal Agreement shall employ at least one (1) certified teacher and the appropriate number of certified Special Education teachers at each JJAEP campus as required by federal law and the State Board for Educator Certification (SBEC). Instructional staff members include only:
    a. Teachers who are certified, are highly qualified, and/or meet the teaching requirements of the organization providing education services at the JJAEP;
    b. Certified educational aides; and
    c. Substitute teachers.
4. The JJAEP campus shall at all times provide at least one (1) instructional staff member for every twenty-four (24) students in attendance at the JJAEP.
5. The JJAEP campus will maintain a daily staff roster/timecard for all instructional and supervision staff working in the program and make such daily rosters/timecards available to the JJAEP Administrator upon request. The timecards must display the JJAEP instructional/supervision staff members' names and positions.
6. The daily rosters will be cross-referenced with monthly personnel and certification logs, discipline referrals, discipline reports, and signed **JJAEP SUMMARY OF POLICIES AND ACKNOWLEDGMENT FORMS** (**APPENDIX C**) of new employee and short/long-term substitutes to monitor compliance with this standard.
7. The Campus Administrator or designee will review, provide, and obtain signatures on the **JJAEP SUMMARY OF POLICIES (APPENDIX A)** and Acknowledgment Form, which contains program forms and Student Code of Conduct prior to substitute(s) or new employee(s) having any direct contact with JJAEP students. This form also indicates the individual has cleared an ISD criminal background check and that staff were provided with the necessary information to begin initial work with the JJAEP population.
8. Such form will assist in the tracking of instructional and supervision staff to ensure compliance with this standard. The form must be provided electronically to the JJAEP Administrator on the same day it is signed by the JJAEP Campus Administrator.
9. The JJAEP Campus Administrator or designee will submit the **JJAEP STAFFING AND CERTIFICATION LOG (APPENDIX F)** on a monthly basis, outlining all regular ISD employees (non-substitutes) to ensure compliance with the instructional staff to student ratio.

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

POLICY

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

PROCEDURE

1. Each El Paso County JJAEP campus shall not exceed the ratio of one (1) caseworker/counselor to fifty (50) students enrolled in the program.
2. School-based caseworkers/counselors required to leave the campus to complete JJAEP-related duties (expulsion hearings, ARD meetings, home visits, and court hearings) shall be considered present for ratio purposes.
   a. A substitute caseworker/counselor is required when the regularly assigned caseworker/counselor is absent for more than three (3) consecutive school days.
3. A JJAEP that employs caseworkers shall meet the minimum professional requirements and shall be licensed or certified, if required by their field.
   a. The JJAEP ISD may contract with Communities in Schools (CIS) to assist in providing services to the student and their family.
4. The JJAEP campus will maintain a daily staff roster/timecard for all caseworkers working in the program each day and make such daily rosters available to the JJAEP Administrator.
5. The daily rosters will be cross-referenced with JJAEP Administrator or JPO observations, certification logs, discipline reports, disciplinary referrals, or new employee and short-term substitute JJAEP acknowledgment forms (**APPENDIX C**) to monitor compliance.
6. Any subcontractor providing caseworker services will undergo an NCIC/TCIC background check and will be required to complete the JJAEP New Employee Orientation and PREA/ANE training.

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

POLICY

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

PROCEDURE

1. Operational staff member to include instructional staff members, supervision staff members and caseworkers will be provided at every JJAEP campus. Operational staff member to student ratio shall be at least one (1) operational staff member for every twelve (12) JJAEP students. A small ratio allows for better control and behavior management due to the challenges involved in working directly with the JJAEP population.
2. JJAEP Staff are required to sign-in and sign-out on a daily basis on the required district staff roster. Staff roster contains date, time of entry/exit, and staff member's full name and position/title and the ISD shall make such daily rosters available to the JJAEP Administrator. The daily rosters will be cross-referenced with

JJAEP Administrator or JPO observations, certification logs, discipline reports, and new employee and short term substitute JJAEP acknowledgment forms to monitor compliance.

3. Staff rosters or staff sign-in sheets and attendance records will be requested as needed or on a random basis as part of the compliance monitoring.
4. On a random basis, the JJAEP Administrator will also observe classroom instruction and staffing ratios as part of the compliance monitoring. No prior notice will be given to the Campus Administrator or campus staff.

COMMUNITY ACTIVITIES OFFICER (CAO)

Anyone who does not fall under the "professional" definition as defined in Texas Administrative Code §344.100 must receive training and be certified as a "Community Activities Officer" as defined in Texas Administrative Code §341.402. The JJAEP Campus Principal or designee must inform the JJAEP Administrator by the start of the school year of each employee who will require to be certified as Community Activities Officer for that school year. However, as per the Texas Juvenile Justice Department (TJJD) certain ISD staff are exempt from obtaining the CAO certification, as they are not employed by a juvenile probation department or juvenile facility. The JJAEP ISD will ensure identified staff members are current on First Aid/CPR and CPI training. Under special circumstances, the JJAEP ISD will allow identified staff members to attend required training as outlined in Texas Administrative Code 344.626 and 344.630 at the earliest available timeframe to ensure compliance with Texas Administrative Code, Chapter 348. Any staff member identified to require the CAO certification and does not attend required training will not be authorized to work with JJAEP students until certified. A security officer employed by YISD may use personal and mechanical restraints **only** if certified as a Community Activities Officer (CAO) and trained in the approved personal restraint technique in accordance with training requirements set forth in Texas Administrative Code, Chapter 341, Subchapter G.

(a) To be eligible for certification, Community Activities Officers must:
    (1) Receive training and maintain current certification in:
        (A) Cardiopulmonary Resuscitation (CPR);
        (B) First aid; and
        (C) The personal restraints technique used by the department, if the department authorizes community activities officers to use personal restraints; and
    (2) Receive training in the following topics:
        (A) The policies of the department related to preventing, identifying, and reporting abuse, neglect, and exploitation.
        (B) TJJD Code of Ethics and TJJD Disciplinary Procedures;
        (C) Trauma-Informed Care;
        (D) Verbal de-escalation policies, procedures, and practices;
        (E) Standards regarding use of personal and mechanical restraints, including prohibited techniques and criteria for use.

(b) To be eligible for credit towards initial certification and renewal of certification, documentation of an on-the-job training program must include the following elements, at a minimum:
    (1) Name and signature of trainee;
    (2) Name and signature of trainer(s);
    (3) Signature of the supervisor/administrator;
    (4) Training topics;
    (5) Number of training hours of each topic; and
    (6) Dates the topics were explained to the trainee, practiced by the trainee, and demonstrated by the trainee.

(c) Staff members who provide on-the-job training must be qualified to do so based on knowledge, education, and/or experience.

(d) For the Juvenile Probation Officers and Juvenile Supervision Officers, a maximum of 40 hours of on-the-job training may be used to meet the initial certification or continuing education requirement in a certification period.
(e) For Community Activities Officer, a maximum of 20 hours of on-the-job training may be used to meet the initial certification or continuing education requirement in a certification period. CIS Coordinators working within the YISD JJAEP campus are required to become certified as Communities Activities Officer as they do not meet the "professional" definition.

TJJD training will normally be held onsite at the El Paso County Juvenile Probation Department or YISD facilities unless a virtual training setting is deemed beneficial due to overall health and safety. The JJAEP Administrator will coordinate training and provide dates and times to the JJAEP Campus Administrators. CPR/First Aid and Crisis Prevention Intervention will be provided by the respective ISD the employee works for unless otherwise agreed to via written agreement. The El Paso County Training and Compliance Manager will verify and submit all required documentation for certification purposes to TJJD.

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

§348.202 PERSONNEL ADMINISTRATION

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

PROCEDURE
1. The JJAEP Administrator of the El Paso County JJAEP will ensure that all JJAEP/ISD personnel records are appropriately maintained.
2. Records for ISD JJAEP employees will include criminal history results (NCIC/TCIC checks) and HR Certification Form.
3. The YISD personnel electronic file shall also contain transcripts, certification and training records, personnel actions, and job descriptions depicting duties and responsibilities of all positions to include JJAEP-related tasks.
4. In lieu of the above records, the ISD Human Resources or other authorized person of the ISD employing JJAEP staff may provide the **JJAEP HR RECORDS AND CERTIFICATION FORM (APPENDIX G)** that certifies any employee included in the program ratio at any given time meets the hiring, educational and training requirements , including transcripts, certifications, and licenses if applicable; criminal background checks results; training records to include CPR and First Aid and CPI if applicable; and applicable personnel actions. The ISD Human Resources Department must allow the JJAEP Administrator access to file(s) upon request or as required.
5. YISD further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, High School/College

Board Policies and other policies and requirements of such statute and rule(s), and shall certify that any "Covered Employees" and/or JJAEP staff members do not have a "Disqualifying Criminal History".

6. Certification logs will include all regular status employees and long-term contracted on-site employees (such as CIS or on-site counselors) who will be counted in the daily ratio. Such log will be submitted on a monthly basis and will be used to track active regular status employees and their status on CPI, CPR, and First Aid.
7. Short-term operational staff substitutes assigned to the JJAEP for less than 6 weeks will be required to review and acknowledge receipt of the JJAEP Summary of Policies and Procedures, the Student Code of Conduct and related JJAEP documents pursuant to §348.202 and §348.224 of the Texas Administrative Code provided by a Campus Administrator prior to having direct, unsupervised contact with JJAEP students.
8. All long-term operational staff substitutes assigned to the JJAEP for more than 6 weeks are required to follow the same background check methodology and JJAEP training as any other operational staff employee assigned to JJAEP. Please refer to the New Orientation Training and Background Checks of the JJAEP Interlocal Agreement for all the required timeframes that must be adhered to.

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

POLICY

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

PROCEDURE

1. JJAEP Orientation Training will be provided by the JJAEP Administrator or designee(s) initially upon hire and annually to all JJAEP employees at the beginning of every school year thereafter. Training may be held virtually when necessary to ensure the overall health and safety of staff.
2. The Campus Administrator assigned as the point of contact for JJAEP, or their designee will provide and review with each incoming new staff member, to include short-term substitutes, the JJAEP Summary of Policies and Student Code of Conduct. As part of the JJAEP campus orientation, the designated Campus Administrator will also provide the employee with the electronic storage device that contains the JJAEP Policies, Procedures and Standards, the JJAEP Interlocal Agreement, the JJAEP Student Code of Conduct, and other relevant documents.
3. It will be the responsibility of the Campus Administrator or designee to obtain a signed "Acknowledgment Statement" and agreement to fully review the JJAEP Policies and contents of electronic storage device prior to the scheduled JJAEP Orientation training from the employee and forward that acknowledgment to the JJAEP Administrator by the same workday along with notice of employee training assignment to next JJAEP scheduled training. Said notification must be done electronically.
4. Such confirmation of the attendance of incoming employees will ensure appropriate reservation of training space, preparation of handouts, and training materials.
5. It will be the responsibility of the Campus Administrator to ensure that employees are notified in writing and well in advance and present to the JJAEP Orientation training on time. Orientation Training will normally be

held at the Juvenile Probation Department or YISD facilities unless a virtual training setting is deemed beneficial due to overall health and safety of the participants.

6. The JJAEP Administrator and/or designee will provide all JJAEP Orientation training preferably at the Juvenile Probation Department to ensure full class participation and minimize disruption to school operations. The Orientation training will span a minimum of 2-to-4-hour and will be scheduled as needed to ensure the 10-day standard is met.
7. A copy of the **JJAEP TRAINING ACKNOWLEDGMENT STATEMENT (APPENDIX H)** will be maintained and secured in the employee's personnel electronic file. Documentation of new employee orientation training and ISD supplemental training shall be placed in the employee's personnel file or training file**.** An electronic version of the file(s) may be suitable in order to align with the Juvenile Probation Department's paperless initiative.
8. The JJAEP Campus Administrator will schedule a 2-to-4-hour time block for annual refresher training to review Abuse, Neglect, and Exploitation (ANE), JJAEP and/or Juvenile Justice specific subject matter at the beginning of each school year. Such training will be coordinated in conjunction with the professional development training schedule.
9. Employees will be trained in areas relative to their daily responsibilities in the JJAEP. Any legislative changes will require notice to the employees on such changes; changes in policy and procedure, the JJAEP Student Code of Conduct, and documents will be addressed at the first staff development training at the beginning of the school year.
10. The eleven (11) training topics detailed in this standard shall be addressed at the New Employee Orientation and ISD training, if applicable to the program.
    a. Safety and security procedures, including but not limited to emergency exit drills and the JJAEP's safety disaster plan;
    b. Identification and reporting of serious incidents and child abuse, neglect and exploitation as required by Chapter 358 of the Texas Administrative Code.
    c. Writing incident reports;
    d. JJAEP Student Code of Conduct;
    e. Behavior management program;
    f. Transporting students;
    g. Crisis intervention, including how to report suicidal ideation or behavior;
    h. Distribution of medication;
    i. Personal restraint policy;
    j. Student grievance procedures; and
    k. Job descriptions including duties and responsibilities of the assigned position to include JJAEP tasks, such as in the supervision during mealtimes, transition, bus loading/unloading, and escort duties.
11. On newly hired employees, JJAEP certifications and records showing all applicable training and educational certifications will be provided by the ISDs through the **JJAEP HR RECORDS AND CERTIFICATION FORM** within 60 days of employment. **(SEE APPENDIX G - JJAEP HR RECORDS AND CERTIFICATION FORM)**
12. The JJAEP Certification Form must be submitted on an annual basis for all carryover ISD employees working within the JJAEP. The HR representative for the JJAEP ISD must certify records are updated by October 1 of every year.

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

POLICY

Each supervising agency participating in the JJAEP Interlocal Agreement will conduct a criminal history search, sex offender registration record check, and a fingerprint search prior to employment of JJAEP employees required to

have any direct, unsupervised contact with students. Background checks will be extended to district subcontracted employees/agencies that will work directly with JJAEP students (i.e., contracted counseling services, tutoring programs, etc.). The ISD will ensure that all substitute and regular status employees have passed an ISD background check prior to JJAEP assignment.

PROCEDURE

1. Upon identification of an employee being assigned to the JJAEP, the ISD designee (Campus Administrator or HR representative) will provide written notification of incoming employee through submission of the **JJAEP AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION FORM (APPENDIX I)** for JPD internal background check through the NCIC/TCIC database.
    a. Said form also requires notification of employee status (contracted or ISD employee), date of JJAEP assignment, and employee work email address.
2. Upon receiving the signed Authorization for Release Confidential Information Form, the JJAEP Administrator will then submit a written request for a National Crime Information Center (NCIC)/Texas Crime Information Center (TCIC) criminal history records check to the appropriate JPD TLETS Operator. This comprehensive search includes local, state, and federal criminal records, sex offender registration records, and active/outstanding warrants for arrest. This process shall be initiated before the employee's first day of JJAEP assignment and prior to any direct, unsupervised contact with JJAEP youth. Continued employment with the JJAEP is contingent upon the verification of no disqualifying criminal history as per TJJD standards.
3. Written notification of employee's eligibility due to no disqualifying criminal history or ineligibility due to disqualifying criminal history identified by JPD will be submitted to the Campus Administrators through the **JJAEP EMPLOYEE ELIGIBILITY FORM (APPENDIX J)** or if disqualified, through **THE JJAEP EMPLOYEE INELIGIBILITY FORM** (**APPENDIX J – 1)** within five (5) school days.
4. Campus and District HR Administrators will be advised of any findings of disqualifying criminal history and instruction to reassign or remove employee to ensure they do not have any contact with JJAEP students.
    a. Personnel records, criminal history record checks, and sex offender registration record checks, may be requested by TJJD. The JJAEP Administrator is responsible for ensuring all documents are properly stored, preserved and maintained in accordance with legal and administrative standards.
5. YISD will inform in writing of any JJAEP employee who has received a hit in the FACT Clearinghouse within two (2) school days in which arrest, offender registry activity or conviction offense requires that employee be prohibited from having contact with any JJAEP youth until the JJAEP Administrator has confirmed with Legal Counsel as to the decision for employee to have continued contact with youth pending outcome of the alleged offense.
6. If an individual has a military history, the respective ISD must provide a copy of the DD-214 or SF-180 as part of the HR records request.

DISQUALIFYING CRIMINAL HISTORY

1. An individual who has a felony conviction or a deferred adjudication for a felony within the past ten (10) years, or who has a current felony deferred adjudication, probation, or parole, is not eligible for employment in a JJAEP facility.
2. An individual with a jailable misdemeanor conviction or a deferred adjudication for a jailable misdemeanor within the past five (5) years, or a current jailable misdemeanor deferred adjudication, probation, or parole is not eligible for employment in a JJAEP facility.
3. Court documentation will be required if an individual has received a pardon based upon proof of innocence or if there has been a reversal of a finding of guilt by a trial or appellate court.
4. Criminal history records must be retained for as long as the employee remains employed in the JJAEP.
5. Criminal history and personnel records of JJAEP employees who are no longer employed with the JJAEP will be retained for two (2) years.
6. If the disqualifying criminal history reveals arrests/convictions from another state, it may be subject for further examination by the JPD Legal Counsel.

7. The ISD Human Resources Department must allow the JJAEP Administrator access to all JJAEP Employee records as needed and required. The HR Certification form provided yearly by October 1 by the ISD Human Resources department will be used to identify any disqualifying criminal history or new arrest.

§348.204 DATA COLLECTION AND CASE FILE INFORMATION

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

POLICY

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

PROCEDURE

1. Documentation and data required by TJJD under Texas Administrative Code §348.204(a) Data Collection and case file collection is maintained by the JJAEP Administrator and extracted from the following sources or databases:
    a. Monthly Activity Reports (MAR) – Attendance/absence records (supplied by the school district). The MAR contains monthly stats on number of students entering and exiting the program, days present, days absent, and inactive days.
    b. JJAEP Attendance Vouchers contains the number of Actual Regular Mandated Students Attendance Days for each month; and the total of Actual Mandated Student amount of funding for the month.
    c. The TJJD Student Information Form (Contains most of the information in Texas Administrative Code 348.204 and is maintained by the JPD/JJAEP Administrator).
    d. JJAEP JMIS student profile will be updated from TJJD Student Information Form.
    e. The JJAEP Performance Measures spreadsheet is maintained by the JJAEP Administrator to keep track of aggregate data on number of students in Special Education; pre/post IOWA test scores; student's personal data information, such as social, PID number, police case referral number; type of offense; student's district, home school, and JJAEP facility; date of entrance/exit; reason for exit; attendance, absences, and inactive days recorded. These specific sources from which this information is extracted are maintained in the JPD/JJAEP Administrator's office or electronically.
    f. Other documentation required by TJJD or JPD as part of performance measurement (i.e., JJAEP costing report).

2. To ensure that all documentation on the Monthly Activity Reports (MAR) is correct and accurate, assigned JJAEP Campus Administrator charged with oversight and accountability on behalf of the ISD must review the MAR prior to submission to JPD. Such administrator will verify accuracy of MAR prior to submission to the JJAEP Administrator. Any discrepancies found once received by JPD will be corrected and reconciled prior to submission to TJJD and the County Auditor's office for district reimbursement. Significant errors and discrepancies will be noted as non-compliance.
3. The JJAEP Campus Administrator and ISD expelling entity will forward all student school records as listed in Texas Administrative Code §348.204, including but not limited to the Public Education Information Management System (PEIMS) number, pre/post scores, expulsion letters, student acknowledgement forms of receipt of the JJAEP Student Code of Conduct within two weeks (10 school days) of student's enrollment in the JJAEP. The JJAEP Administrator will forward the **JJAEP REQUEST FOR SCHOOL RECORDS FORM** upon acceptance of a JJAEP youth to facilitate receipt of required records.
4. The Texas Student Data System (TSDS) number (10-digit number) also known as the Unique ID will take the place of the PEIMS data management system and the TSDS; the number is used to communicate with TEA to get the student data that TJJD needs to complete required legislative reports. The TSDS is located in the JJAEP juvenile case management tab and on most withdrawal forms and expulsion letters.
    a. The TSDS number will be documented on the expulsion notice received at the point of JJAEP acceptance. This number will be required in order for the student to be pre-tested and must be submitted as part of the initial expulsion process.
5. All student educational data and records are kept in the JJAEP electronic folder by the JJAEP Administrator or designee. Required data in the JJAEP folder includes, but is not limited to:
    a. The TJJD Student Data Form;
    b. Grade Level upon JJAEP entry;
    c. Notice of expulsion to include mandatory review hearing;
    d. Court orders;
    e. Law Enforcement Agency (LEA) case/referral reports;
    f. Entry/exit, transition plans;
    g. Education records to include; requests for records/withdrawal packets, special education documentation to include Manifest Determination and IEP documentation, pre-test/post-test assessment scores, home language survey, admission and exit testing data, if applicable, pre-participation physical evaluation, if required, documentation of regular academic reviews under 37.011 (d) Texas Education Code, date of admissions, number of attendance days, number of absent days, date of release, emergency notification contacts, special medical needs, immunization records, medical release forms, medical consent forms signed by parents, attendance monthly roster, TAKS or STAAR scores, disciplinary referrals, acknowledgement of receipt of Student Code of Conduct, JJAEP Social Service Assessment, other pertinent documents such as copies of social security cards and birth certificates, and cover sheets (check list), and notification of type of counseling referrals or current attendance of counseling and psychological evaluations (if applicable), are maintained in the JJAEP student case.
6. As part of ongoing quality assurance, in-house desktop and case management audits will be conducted to ensure the accuracy of data as outlined in the JJAEP Internal Policies and Procedures.

§348.206 CURRICULUM

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

POLICY

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

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

PROCEDURE

1. The Interlocal Agreement states this standard provision of educational services.
    a. **REQUIRED COURSES AND ADDITIONAL AREAS OF STUDY:** The El Paso County JJAEP provides the following required courses and additional areas of study to all students in attendance at the JJAEP:
        - ENGLISH/LANGUAGE ARTS
        - MATHEMATICS
        - SOCIAL STUDIES
        - SCIENCE
        - HIGH SCHOOL EQUIVALENCY PROGRAM (GED)
        - SELF-DISCIPLINE
2. Each school district participating in the JJAEP will consider course credit earned by a student while in a Juvenile Justice Alternative Education Program (JJAEP) as credit earned in a district school.
3. Each program shall administer assessment instruments under Texas Education Code, Chapter 39.023 and shall offer a High School Equivalency Program (HSEP).
4. The JJAEP campus school guidance counselor shall review the student's academic progress with the parent or guardian of each student as part of the JJAEP intake and exit transition process.
5. During the intake meeting, YISD shall require the participation and input from the student's corresponding counselor or assistant principal from the Participating District to assist in making the decision to retain or

promote the student in conformance with applicable law and pursuant to YISD Policy. YISD reserves the right to conduct transition or grade placement conferences to better determine grade promotion for any students placed at JJAEP near the end of the school year.

6. At a minimum, the educational reviews will be required at the JJAEP intake meeting and at the JJAEP Exit Transition Meeting. The requirement under Texas Education Code §37.011 (d) mandates that the ISD guidance counselor or qualified designee regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student. Documentation of this review along with student and parent signatures verifying attendance of the mandated regular educational review will be forwarded to the JJAEP Administrator as part of each JJAEP student's intake and exit transition plans. Such verification will be kept in the JJAEP student case.
7. YISD agrees to provide a JJAEP Student Update Form upon a student's 65th day in JJAEP to the Participating Home School District that outlines youth's grades, attendance and discipline and will inform/justify any early JJAEP release decision by the Participating Home School District. A student expelled and placed in a JJAEP for a term of 75 school days or more must go through a mandatory review in order to consider early removal based on youth's progress and/or other factors that may compel an early release.
8. Based on the current capacity under building code regulations, YISD is required to have no more than 32 students placed at JJAEP at one time; therefore, YISD shall have no obligation to enroll in JJAEP more than 32 students.
9. Assigned Juvenile Probation Officer will assist in the JJAEP academic and parental engagement goal during the JJAEP Family Program Orientation where a review of the JJAEP parental engagement folder and emphasis on linkage to the school's portal system will be made.
10. High school students will be assisted by educational school counselors, Communities in Schools (CIS) caseworkers and/or academic tutors (if available). If on formal juvenile supervision, the assigned Juvenile Probation Officer or designee will also monitor academic progress and work with parents to encourage follow up with respective support services. These efforts will assist youth at progressing academically towards meeting high school graduation requirements.
11. Class schedules/daily program schedules; curriculum and/or instructional materials, support services, attendance and student attendance daily rosters/sign-in sheets will verify compliance with this standard.
12. Self-Discipline courses or services must be specifically identified and communicated in writing to JJAEP Administrator by YISD at the beginning of the school year. Self-Discipline courses or services not listed as part of youth's daily course schedule will require that ISD maintain documentation of provision to JJAEP students via student signature to verify compliance in this area. Utilization of a specific school board approved curriculum is encouraged, however, not mandated if ISD demonstrates such services serve the goal of self-discipline.
13. In lieu of the traditional school curriculum, a High School Equivalency Program curriculum is available at JJAEP campuses pursuant to Texas Administrative Code §348.206. Any youth attending high school equivalency courses will be required to sign in and out to verify attendance. The high school equivalency course curriculum must address the elements required to pass the high school equivalency exam to ensure standards are met.
14. The State of Texas Assessments of Academic Readiness (STAAR) identifies knowledge and skills of what Texas students should know and be able to do at every grade and in every course in the foundation areas such as English language arts, mathematics, science, and social studies. (STAAR replaced TAKS Texas Assessment of Knowledge and Skills).

§348.208 PROGRAM REQUIREMENTS

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

POLICY

A school district may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or § 504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission Review and Dismissal (ARD) or § 504 committee determines that the alleged misconduct is not related to the student's disabilities. The JJAEP, in collaboration with the sending school district, must ensure that a student with a disability who receives special education services is provided educational services that will support the student in meeting the goals identified in the individualized education program established by a duly constituted admission, review, and dismissal (ARD) committee, in accordance with Section 37.004, Education Code, and federal requirements.

PROCEDURE

1. After the committee determines that the alleged misconduct is not related to the student's disabilities and the school district documents that the Individualized Education Plan (IEP) has been fully implemented, the referring school district's ARD or §504 committee shall determine the length of placement at the JJAEP according to the district's Student Code of Conduct.
2. The local school district must invite the JJAEP Administrator or the administrator's designee to an Admission, Review, and Dismissal (ARD) committee meeting convened to discuss the expulsion of a student with a disability.
3. The local school district must provide written notice of the meeting at least five (5) school days before the meeting. A copy of the student's current individualized education program (IEP) must be provided to the JJAEP representative with the written notice.
4. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls and virtual meetings.
5. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and the implementation of the student's current IEP in the JJAEP
6. If the manifestation ARD determines the student's behavior is due to the student's disability, the student can only be placed in JJAEP for a maximum of 45 days.
7. Copies of the ARD to include the Manifestation Determination and the IEP and BIP must be provided to the JJAEP Administrator as an attachment to the expulsion packet. The following ARD committee documentation must be maintained for each special education eligible student:
    a. Most recent full and complete ARD meeting paperwork;
    b. Manifestation determination ARD meeting paperwork; and
    c. Most recent evaluation of eligibility for special education services
    d. Most recent individualized education program (IEP).
8. The referring school district shall remain responsible for making available the services, if any, necessary to provide Free Appropriate Public Education (FAPE). Such services to provide a free and appropriate public education are the only services that the referring district is obligated to provide.
9. Should the proposed expulsion be under Texas Education Code 37.007 (a), (d) (mandatory expulsion) or (e), a representative of the JJAEP campus must be invited to the student's ARD committee meeting.

10. The JJAEP campus must receive reasonable notice of the meeting of the student's ARD committee to attend the ARD and may participate in the ARD meeting to the extent that the meeting relates to the student's placement in the JJAEP. The JJAEP campus will forward notice to the JJAEP Administrator if not included on notice from participating district.
11. Should the JJAEP campus suspect that a student who has not been previously qualified as a student with disabilities under the Individuals with Disabilities Education Act (IDEA) may be eligible for services under IDEA in the future; it shall refer the student to his or her school district of residence for possible referral and evaluation in accordance with applicable statues and regulations.
12. Any student who does not meet the eligibility requirements of the Inter-Local Agreement is not entitled to educational services by the JJAEP.
13. Special Education services must continue to provide any-and-all related services as outlined in the student's Individualized Education Plan (IEP).
14. Texas Education Code 37.0021, requires a written parental notice each time a restraint is used on a student receiving special education. The existing rules mandate a good-faith effort to provide verbal notice on the day the restraint occurs and written notice within one (1) school day.

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

POLICY

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

PROCEDURE

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

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

POLICY

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

PROCEDURE

1. All high school equivalency candidates will be enrolled in a high school equivalency preparation program for the high school equivalency testing. Attendance requirements will remain the same as for a student seeking a regular high school diploma.
    a. The assigned Juvenile Probation Officer will submit a recommendation for high school equivalency testing for any JJAEP student currently under the jurisdiction of El Paso County Juvenile Court.
2. All JJAEP students 16 years old or older having a total of four (4) high school credits or less will be considered a priority if student choose to pursue the high school equivalency testing.
3. Candidates 18 years or older may test when they have achieved the proper scores on pretests.
4. Parents/Guardians will be responsible for the fee for the five tests, plus transportation to the testing site unless other arrangements are made and/or agreed by the assigned Juvenile Probation Officer and/or JJAEP Administrator.
5. Candidates for high school equivalency certificates will be given a pre-test at the College, Career, and Technology Academy (CCTA) which is operated by El Paso Independent School District and through the Ingenuity (software) (YISD). High school equivalency testing software have the pre-test embedded into the program to determine what areas the student will be required to take tutoring in. High school equivalency testing materials should be readily available for any auditing entity to examine.
6. The high school equivalency curriculum shall address the elements required to pass the high school equivalency test, but program components may be integrated into the regular program curriculum.
7. Candidates who do not master the practice tests will be required to continue to attend instruction integrated into the regular program in order to improve their skill level. Candidates who participate in the high school equivalency preparation program may retest when the teacher/instructor determines the student is prepared. Written permission from the teacher/instructor is required for re-testing.
8. When the student has mastered all five core-tests or a designated core-test, the student will be sent to the El Paso Community College (EPCC) or the respective certified high school equivalency ISD testing site within El Paso County to take final high school equivalency exams.
9. Scores or certificates will be mailed two or three weeks after the last test is taken. Once the certificate is received, arrangements will be made for the student to exit the JJAEP. Notification by the ISD will be provided to the JJAEP.
10. Prior to taking the final high school equivalency test, the student will have to get a TX ID and pay a cost for the high school equivalency the testing. The JJAEP will have to keep up with any cost changes to advise the family when the time comes for high school equivalency testing.
11. Verification documents at the time of a TJJD monitoring visit will include:
    a. High school equivalency file;
    b. High school equivalency class work;

c. High school equivalency curriculum.

12. Other areas of verification for high school equivalency completion:
    a. High school equivalency examinations results;
    b. Testing documentation, if applicable.

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

POLICY

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

PROCEDURE

1. The assigned Juvenile Probation Officer and any assigned school-based caseworker or social worker (contracted or ISD employed) will utilize interviews, screenings and/or assessments to determine the needs of the student and his/her family.
2. The JJAEP campus and Juvenile Probation Officer will share information to ensure a JJAEP student's academic and emotional needs are met.
3. If student is referred to the Juvenile Justice System, the assigned Juvenile Probation Officer will provide a Pre-Pact assessment and/or Full-Pact assessment (as appropriate based on case status within Juvenile Justice System) and provide referrals based on youth's identified criminogenic risk factor(s) and other identified needs.
4. If student is an adult and not referred to the Juvenile Justice System, a social service assessment may be given (if student makes themselves available) by the assigned Juvenile Probation Officer, JJAEP Administrator, or Court Representative. JPD will work in cooperation with any school-based caseworkers, counselors, social workers and/or adult Probation Officers to ensure appropriate service coordination.
5. Students requiring social services will be referred to the appropriate social service agencies by the supervising Probation Officer (adult or juvenile), JJAEP Administrator, school counselor, social worker, or Community in Schools (CIS) caseworker. Social services may include:
    a. Academic tutoring.
    b. Mentoring services.
    c. After-school activities.
    d. Drug, gang, and violence prevention activities/counseling.
    e. Career assistance and exploration.
    f. Work experience opportunities.
    g. Enrichment activities and field trips (includes restorative discipline circles, as appropriate).
    h. Peer pressure, self-esteem, anger management programs, and cognitive skills.
    i. Referrals to health clinics.
    j. Referrals to family counseling (mental health professionals).
6. The Juvenile or Adult Probation Officer will refer the family to their department's service providers or other appropriate community-based social service providers to address the youth's needs. Families with private insurance may attain services through their own providers.
7. Some JJAEP facilities may have nurses, counselors, and caseworkers available such as Communities in Schools (CIS) caseworkers, or school counselors that may assist in determining other needs; they are available to make referrals for other services that are not provided by the school with outside agencies such as medical, teen pregnancy services, or vocational agencies.
8. The Juvenile Probation Officer will ensure that if the youth is in need of counseling services due to risk and under El Paso County 65th District Court's jurisdiction; such requirements must be included on the Judgment

of Probation or Deferred Prosecution Agreement in order to ensure the youth's needs are properly addressed as part of formal or informal supervision.

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

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

POLICY

It is the policy of the El Paso County JJAEP that all meals be eaten in an orderly and quiet fashion. JJAEP students shall be provided at least one (1) lunch meal during the course of the school day.

PROCEDURE

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

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

POLICY

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

PROCEDURE

1. The Cesar Chavez Academy (CCA) JJAEP site shall obtain a medical release signed by the student's parent/guardian.
2. As part of the JJAEP school intake, the school nurse will complete a medical intake to inquire if the student has any special needs or medical conditions that may require the JJAEP staff's attention.
    a. A Medical Consent Form will be obtained at the time of the student's intake. If parent, guardian, or custodian refuses to sign the medical consent form, documentation indicating refusal must be maintained in the student's file.
    b. Students with medical conditions must notify administration and/or nurse.
    c. Students on medication must have a written order or prescription by a Texas Physician.
    d. Nurse/parent is permitted to administer medication.
    e. Medication must be stored in locked cabinet in the nurse's office.
    f. Medications shall be in the original properly labeled container.
    g. Log must be kept of all medications dispensed.
3. If the student poses a concern which may require screening, the nurse will refer the family for further medical evaluation.

4. If the parent/guardian advises of an existing medical condition or life-long condition (such as diabetes or seizures), the nurse will take appropriate measures to assure that the JJAEP can handle any concern or problem that may arise regarding the safety and care of the student.
5. If the parent/guardian advises that the condition is a heart or respiratory condition, the nurse may require medical clearance for the student to participate in any strenuous physical activity or community service.
6. In instances of medication error, including but not limited to, ingestion of incorrect medication or overdose of medication, or if a student alleges to have ingested incorrect or overdose of medication; the following procedures must be adhered to immediately:
    a. Contact poison control at 1-800-222-1222;
    b. Contact nurse;
    c. If nurse is not on duty, contact EMS;
    d. Student should be transported immediately to the hospital;
    e. Parents/guardians, district officials, and JJAEP Administrator/JPD officials should be contacted immediately;
    f. A TJJD incident report must be completed within 24 hours of incident (Serious Injury and/or Supervisory Neglect).
    g. If the nurse has any medical records that could be beneficial to emergency personnel or doctors, copies should be provided to emergency personnel.

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

POLICY

The El Paso County JJAEP does not have an intensive physical activity component at any of the JJAEP facilities and will not require students to undergo any screening for physical activity.

§348.210 STUDENT ATTENDANCE ACCOUNTING

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

POLICY

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

PROCEDURE

1. El Paso County JJAEP shall maintain student sign-in sheets. Student must sign in at the exact time of arrival and sign out at the exact time of departure to ensure accuracy and minimize errors on the monthly activity report. The sign-in sheets shall be recorded daily and include the student's printed name with their legible signature beside it.
2. Students must remain in attendance within the JJAEP for a minimum of four (4) hours of the school day during the regular school year to be considered present for JJAEP standards and reimbursement. However, for purposes of improved academic outcomes, JJAEP students should remain in attendance for the entire school day.
3. For purposes of attendance accounting, a student officially begins JJAEP the first day youth is physically present in JJAEP course instruction for a minimum of four (4) hours (does not include the JJAEP intake unless student attends JJAEP courses for a minimum of four (4) hours to include the JJAEP intake).
4. The school attendance clerk/registrar for the JJAEP campus shall provide all student attendance records by the third calendar day of each month as part of the MAR process interlocal provisions.
    a. The school attendance record (for the entire month) and the monthly sign-in sheet for each student is used as part of the Monthly Activity Report (MAR) and both documents must be submitted for each JJAEP student.
    b. The JJAEP campus attendance clerk/registrar is required to notify the assigned Probation Officer or JJAEP Administrator of any absences a student incurs by the same operational day. As per truancy mandates, the JJAEP will adhere to any reporting requirements or mandates of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made to the corresponding entity.
5. Absences for more than ten (10) consecutive school days will be recorded as "Inactive days" and must have documentation attached to the monthly attendance records notifying that the student was detained or jailed; absconded; runaway status or has an extended illness or medical reason documented by a licensed physician or physician's assistant.
6. If it is determined that the student will not/has not return(ed) within thirty (30) school days, the JJAEP shall withdraw the student from the program on the 31st day. A student will not be maintained on "Inactive Status"

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

7. The withdrawal date shall represent the date in which the student is no longer enrolled in the program. This date is not the last or final day youth attended JJAEP courses, but the following full school day in which youth was not in attendance.
8. The participating ISDs will complete, review, approve and sign the JJAEP Monthly Activity Report (MAR) **(APPENDIX K- JJAEP MONTHLY ACTIVITY REPORT**) on a monthly basis and submit the form and all related supporting documentation to the JJAEP Administrator by the 3rd calendar day of the month. If the third calendar days fall during a weekend or holiday, the report will be due by the following work day. Late or inaccurate submissions will result in a non-compliance finding.
    a. If any alterations are made and not initialed, it may result in a non-compliance finding.
9. The identified Campus Administrator will review and approve the MAR prior to submission to JPD as part of accountability and JJAEP campus quality assurance. This will also assist to minimize errors on the MAR report.
10. The JJAEP Administrator has the authority to reconcile any discrepancies. Any discrepancies, errors, or lack of supporting documentation originating from the ISD that cannot be reconciled will be considered non-compliance and noted as part of the monthly compliance report, Annual Management Review and/or Annual Performance Review.
11. Upon final internal approval, the JJAEP Administrator will forward the Monthly Activity Report, attendance voucher and all supporting documentation to TJJD by the 10th calendar day of each operating month.
12. Late submissions are non-compliance and will require the JJAEP Administrator to send an email to the TJJD Performance Accountability Specialists and cc copy the Chief Juvenile Probation Officer and the El Paso County Auditor's Office specifying the reasons for lateness and action plan to submit MAR documentation as soon as possible.
13. Reimbursement to districts is done on a quarterly basis, however, voucher is submitted to the state on a monthly basis.
14. Due to the complex process required for accurate submissions, attendance to MAR training is required by ISD staff and administrators as part of the annual refresher training.

§348.212 INTER-LOCAL COOPERATION

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

POLICY

Each school district's expelling entity shall notify a student's parent, guardian, or custodian, the JJAEP campus, and the JJAEP Administrator of the student's enrollment into and exit from the JJAEP. A strong emphasis on parental engagement will be placed by the JJAEPs through the JJAEP intake and exit transition meetings, in which a regular educational review will be required to inform the parents regarding youth's educational status. Throughout

youth's participation in a JJAEP setting, each JJAEP ISD will also advise parents of child's academic progress every semester or earlier if requested by El Paso County 65th District Court.

PROCEDURES

A. JJAEP PROGRAM REFERRAL AND ENTRY:

1. Pursuant to the Texas Education Code §37.0081 the authority to expel and place a student in an alternative school setting vests with the Board of Trustees of a school district, or the Board's designee.
2. The designated Behavior Coordinator for each expelling campus/district shall fulfill their duties as described in Texas Education Code, Chapter 37 rules prior to placement in JJAEP and in the event a student in JJAEP is subject to in-school suspension or out-of-school suspension.
3. Each ISD expelling entity/designee must conduct an expulsion hearing and forward the expulsion notice with the required data information (must include TSDS #) to the JJAEP Administrator no later than three (3) business days after the final appeal hearing is concluded and decision to expel is upheld. Failure to provide such written notice shall result in the child remaining in the Participating District's educational program.
4. Any youth placed in DAEP, while on waiting list for JJAEP placement will be credited those days towards JJAEP term. The JJAEP Administrator has the authority to change/update the JJAEP estimated exit date.
5. Documentation received for JJAEP placement will be reviewed by the JJAEP Administrator to ensure JJAEP criteria are met. (Pursuant to the Texas Education Code, Chapter 37.007 and in accordance with the Interlocal Agreement) Such documentation is as follows:
    a. The alleged offenses **MUST** have occurred on school property or at a school sponsored or school related activity;
    b. If the offense is drug or alcohol related and is punishable as a felony, the offense **MUST** have occurred on or within 300 ft of school property, as measured from any point on the school's real property boundary line, or while attending a school sponsored or school related activity on or off school property;
    c. The student **MUST** be **expelled** by the school district pursuant to a mandatory expulsion offense listed in §37.007 (a), (d), and (e) of the Texas Education Code. **(SEE APPENDIX L–JJAEP OFFENSE CODES).**
    d. Participating Districts shall adhere to the guidelines established under Texas Education Code 37.302-.303, 37.304, 37.305, 37.306, 37.309-.310, 37.311 with regard to students placed in a JJAEP due to an offense which requires them to register as a sex offender. Participating Districts must adhere to expulsion term established guidelines as delineated in this policy and reflected on the JJAEP Interlocal Agreement.
    e. The school district **MUST** file an offense report with the appropriate law enforcement agency regarding the alleged incident made the basis of the expulsion.
    f. The respective law enforcement agency **MUST** make a formal referral to the Juvenile Court or Adult Justice System.
    g. To be accepted for placement in the JJAEP, a student must be expelled for a minimum of 75 school days. The maximum term may not exceed 180 program days, except for an expulsion involving a firearm, for which the maximum term is one (1) calendar year.
        (i) Based on the current capacity under building code regulations, YISD is required to have no more than 32 students placed at JJAEP at one time. However, should special circumstances arise in the event that JJAEP enrollment is at 90% of capacity, or if any one Participating District has more than 67% of the students enrolled in JJAEP. In such case, the Participating Districts agree that YISD, may limit the length of a student's placement at JJAEP to a maximum of 100 school days, and the "75-day placement review" may occur at any earlier date acceptable to the Participating District.

(ii) In the event that JJAEP enrollment is at 90% of capacity, a waiting list shall be established for acceptance into JJAEP. Participating districts may place expelled students in their own district's DAEP.

(iii) Students shall be accepted into JJAEP in the order placed on the waiting list. However, the student will only be accepted if there are a minimum of 45 days remaining in the term of expulsion.

(iv) A student whose expulsion involved violence, a terroristic threat, or a firearm will have priority on the waiting list and will be accepted for placement in JJAEP up to the 100% capacity limit.

(v) In the event a student enrolled in the JJAEP commits an infraction that violates the YISD or the JJAEP Student Code of Conduct, YISD may take disciplinary action as per the JJAEP Student Code of Conduct. Such action may extend the student's term of expulsion and JJAEP placement.

(vi) The JJAEP Campus will not accept any referrals within the last three (3) weeks of YISD's instructional school year. Any referrals submitted during this time shall be denied placement and the referred student will remain the responsibility of the Participating District to place in its own DAEP setting for the remainder of the school year.

h. Pursuant to Section 37.011(k)(3) of the Texas Education Code, a student may be placed in the JJAEP if the student engages in serious misbehavior as defined in 37.007(c), TEC. However, El Paso County and YISD shall only accept students expelled for mandatory offenses as outlined in **EXHIBIT A** of the Interlocal Agreement between the Juvenile Probation Department and the ISD's operating and participating in JJAEP services.

i. In order to be accepted for placement in JJAEP, a student must be aged ten (10) and over and in grade 6 or higher and be expelled. The Participating District will fully consider all mitigating factors, exhaust all appeals and alternative DAEP placement before determination is made to place the student in JJAEP.

(i) The Participating District is aware and agrees that such student shall be placed and will receive educational services with middle school students at Cesar Chavez Academy Middle School.

(ii) Placement in JJAEP will not exceed twenty (20) school days, and enrollment of the elementary school student will not require YISD to add or reassign staff to meet teacher to student ratios on secondary levels.

(iii) Participating districts acknowledge and accept that El Paso JJAEP may, but is not required to separate middle school students from high school students in accordance with the Interlocal Agreement.

6. Each school district shall provide a copy to the El Paso County Juvenile Probation Department of the order expelling a District's student pursuant to §37.007 of the Texas Education Code along with all information required pursuant to §52.041 of the Texas Family Code no later than the third (3) business day after a hearing is held pursuant to §37.009 of the Texas Education Code and the JJAEP Interlocal Agreement. Failure to provide such written notice shall result in the child remaining in a district's alternative educational program until proper notice is given to the JJAEP Administrator.
7. Expulsion Notice shall also be provided to parent/guardian, JJAEP Campus, and JJAEP Administrator. At a minimum, expulsion notice should contain:
    a. Student's Name and DOB.
    b. Mandatory Offense.
    c. Offense Code.

d. Expulsion Term.
    (i) Expulsion Date.
    (ii) Expulsion Term Expiration.
    (iii) Identified Review Date.
e. Texas Student Data System (TSDS) number.
f. PIEMS number.
g. Law Enforcement Agency (LEA) incident report number.
h. If student is classified as special education and/or 504. Special education and 504 documents must be provided to the JJAEP Administrator alongside the expulsion notice package.

8. If student is eligible for special education services, the Participating District must provide a copy of the Admission, Review, and Dismissal report (ARD). The ARD committee documentation must be maintained for each special education eligible student to include the most recent full and complete ARD meeting paperwork, the manifestation determination ARD meeting paperwork, and the most recent evaluation of eligibility for special education services.
9. Each school district shall provide a copy of the law enforcement report or "Notice of Delinquency" for the offense for which the student is being placed into the JJAEP along with the Expulsion Letter/Notice.
    a. For adult students pending charges within the Adult Criminal Justice System, the JJAEP Administrator may not require an offense report to be provided by the participating school district, if offense report is obtained directly from On-Call Records (WebRMS) and confirmation determines that the offense meets the mandatory criteria and probable cause has been established.
10. The JJAEP Administrator will forward the "REFERRAL ACCEPTANCE FOR JJAEP PLACEMENT" to the referring district and Campus Administrator within three (3) business days upon receipt of the appropriate documentation to include: the police report or Notice of Delinquency notification, Expulsion Order and/or Expulsion Letter in its entirety. **(SEE APPENDIX M – JJAEP ACCEPTANCE FORM)**
11. The JJAEP Administrator will forward a "REFERRAL DENIAL" form to the referring school district if criteria on the police report does not meet the requirements specified in the JJAEP Interlocal Agreement pursuant to §37.007 of the Texas Education Code. **(SEE APPENDIX M-1 – JJAEP DENIAL FORM)**
12. Failure to enroll in the JJAEP program within ten (10) school days of the JJAEP acceptance (in which no appeal is pending) will result in the reversal of the JJAEP acceptance.
13. To facilitate a smooth transition, facilitate a student's placement in a JJAEP and meet standards pursuant to Texas Administrative Code 348.212, the home school (sending school) will immediately provide a written transition plan to include all transcripts and appropriate documentation, and any special education and LEP documentation to the JJAEP Campus Administrator.
    a. Along with the JJAEP Acceptance Form, the JJAEP Administrator will submit the JJAEP Request for School Records on all new JJAEP enrollments. The expelling district agrees to immediately, but not later than three (3) school days from JJAEP acceptance determination, provide and advise the JJAEP campus of all necessary school withdrawal and educational records; to include any special education or 504 paperwork in order to facilitate an appropriate educational plan.
14. The school records request form includes the following:
    a. The withdrawal form from the home school.
    b. Transcripts.
    c. CUM file.
    d. Special Education Records, if applicable to include ARD documentation such as the Manifest documentation and IEP upon exit.
    e. Notification of Expulsion.
    f. Immunization.
    g. Grades and credits; and
    h. State assessment scores (SEE EXIT DATA REPORTING)

15. The JJAEP Campus will schedule a JJAEP Intake appointment with the student and parent within seven (7) to ten (10) school days of JJAEP acceptance. If a student's JJAEP Intake appointment cannot be fulfilled within such timeline, the JJAEP campus must communicate reasoning to JJAEP Administrator.
16. Although a student may be accepted into JJAEP, enrollment in the JJAEP may be delayed due to capacity limits or other special circumstances.
17. During the JJAEP intake, the parent and student will receive a copy of the JJAEP Student Code of Conduct (SCC) and sign the **JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGMENT STATEMENT (APPENDIX N)** along with other JJAEP intake documents to include the **Abuse, Neglect and Exploitation Form (SEE APPENDIX S).** An emphasis will be placed on the JJAEP's policy regarding a zero-tolerance for sexual abuse, prevention of Abuse, Neglect or Exploitation and compliance with the Prison Rape and Elimination Act (PREA) for all juvenile justice programs, to include JJAEP.
18. Upon the commencement of the school year and as deemed appropriate, Participating Districts will hold review under Interlocal Agreement Placement Review section for returning JJAEP students that carried over from prior school year and have met the 75th day placement day in JJAEP.
19. For students who are expelled into the JJAEP and are accepted but do not enroll under the JJAEP due to parents withdrawing the student, the student will remain eligible for JJAEP expulsion upon enrolling back into a formal school district. The expelling district would need to hold another expulsion hearing and provide a new expulsion term along with the required expulsion package.

B. PROGRESS REPORTS

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

C. JJAEP EXIT CRITERIA

1. A student shall exit from the JJAEP upon the expiration of the term of expulsion as stated on the student's expulsion letter, upon completion of their court ordered or deferred supervision; or at the discretion of the school district after advising the JJAEP Administrator in writing of the district's decision. It is highly recommended that the sending school expel for a minimum term of 75 school days. This minimum term allows for adequate timeframe for student to demonstrate progress and take the IOWA standardized test as part of the JJAEP Performance Measurement.
    a. All ISDs afford an appeal process to the expulsion decision and a school district has the discretion to make an administrative decision and remove a student from the JJAEP at any time and return the student to the home school or place in the district's Disciplinary Alternative Education Program (DAEP). Written notification to the JJAEP Administrator from the school district, JJAEP Campus, or designee will be required advising of their action. The letter will be placed in the student's JJAEP electronic file.
    b. Should the ISD overturn their ruling, the ISD or designee must notify the JJAEP Administrator within same day of decision.
2. The student will be JJAEP post-tested (IOWA Basic Skills Test, Complete or Survey on-line versions) prior to projected exit date if he/she has been enrolled in the JJAEP for a minimum of 65 days.

3. Assigned Probation Officers must inform the JJAEP Administrator (in writing) within 30 days in advance of projected early termination date if youth will be recommended for an earlier termination than what was originally advised on the JJAEP Collaboration and Status Notice. This notification is vital as youth must be post tested prior to exit from a JJAEP campus and for purposes of reimbursement. Once youth's supervision status changes and he/she is no longer under the supervision of the Court, it may result in the Post Test not being given due to youth's JJAEP exit.
4. If a student has completed Deferred Prosecution (DP), Court Ordered Probation, Adult Community Supervision, a Motion to Terminate, Review Hearing Order (terminating the student), Letter of Closure/Completion from Deferred Prosecution (DP) or other official closure action the JJAEP Administrator or designee shall be responsible for communicating the change in legal status to the JJAEP Campus and the respective School District.
5. The School District will make the determination to transfer the student into their Disciplinary Alternative Education Program (DAEP) or return the student to their home school. Notification will be required from the school district advising of their decision within five (5) business days. The email and ISD response will be placed in the student's JJAEP case.
6. If the student Court disposition includes: prosecution refused, found not guilty, or dismissed by court, paperwork (Order of Dismissal, Decline, and Not delinquent by trial) must be obtained and forwarded to ISD expelling entity establishing that the disposition has occurred. The school district will make a determination to transfer the student into DAEP or to reintegrate the student into his/her home school. ISD response will be required within five (5) workdays advising of their action. The letter will be placed in the student's JJAEP case.
7. JJAEP campuses will submit a withdrawal or a Universal Lever form to the JJAEP Administrator within five (5) school days of exit indicating the student's JJAEP exit date along with the JJAEP exit data reporting form.
8. A withdrawal packet will assure that that the home school receives all the necessary information needed for the student's continued success. **(APPENDIX O – EXIT DATA REPORTING FORM)**
9. Students exiting JJAEP during the summer due to completion of supervision will be counted in the previous school year. The cut-off date for counting summer exits is the day before the new school year starts.

D. EXIT TRANSITION MEETINGS

1. Upon notification from the JJAEP Administrator of youth's exit due to termination of court ordered supervision or completion of JJAEP term, the JJAEP Campus Administrator will coordinate an Exit Transition Meeting with the returning home school.
2. The purpose of this meeting will be to meet Texas Administrative Code §348.212 and develop the foundation for academic and social success after JJAEP exit and upon return to student's home school.
3. The following will be invited to the Exit Transition Meeting: JJAEP Campus Administrator or designee, CIS, special education teacher (as applicable), guidance counselor, student, parent/guardian, assigned Probation Officer or JPD representative and home school Administrator or designee. The meeting's purpose will be to review youth's JJAEP placement and achievements, develop youth's graduation or educational plan due to return to home school and identify supports for youth to remain successful. The following information is also reviewed during the JJAEP Exit Transition Meeting:
    a. A review of educational courses attended.
    b. Credits earned and credits pending.
    c. Youth's discipline and behavior progress and areas of improvement.
    d. Attendance record.
    e. IOWA assessment pre and post test scores, if available.
    f. STAAR or TAKS assessment scores.
    g. Transcript and grades in progress.

h. Youth's accomplishments and improvements.

4. At the time of official exit, the parent will be provided with a withdrawal packet (Withdrawal packet or Universal Lever) –from the JJAEP facility which may include Withdrawal form/Universal Lever, grades, credits, attendance records and immunization.
5. The JJAEP will forward the student's transcript to their respective home school.
6. Respective JJAEP registrar shall transfer all grades and course credit earned to the sending school districts when a student is transferred back to the home school district.
7. A transcript for graduating students will be required. The transcript must advise that the student is being "recommended for graduation".
8. If the student's court disposition/status changes such as charges being downgraded, lowered to a misdemeanor charge, not found guilty, case was dismissed, or no disposition ordered, each school district determines whether a student returns to the home school or is placed into the district's Disciplinary Alternative Education Program (DAEP).

E. STATEWIDE ASSESSMENT

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

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

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

POLICY

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

PROCEDURE

1. The JJAEP Administrator will forward the JJAEP Collaboration and Status Notice within five (5) days of JJAEP acceptance to inform the JJAEP Campus and assigned Juvenile Probation Officer of the following, if not yet provided:
    a. Student's JJAEP start and projected end date.
    b. JJAEP eligible offense.
    c. Student's Court and/or supervision status, start and projected review and/or end dates.
    d. If pending adjudication or disposition, student's pending Court dates.
    e. School record request and JJAEP Exit Transition Meeting information.
    f. Student's assigned Juvenile Probation Officer (if applicable).
    g. Juvenile Probation Manager and Director will be copied to provide for support to respective Juvenile Probation Officer (as needed) or in the event officer is unavailable.
    h. An updated Collaboration and Supervision Notice will be sent once youth's case disposition changes and to advise school of changes in Juvenile Probation Officer(s).
    i. Placement status due to end of the academic year.

2. The JJAEP campus liaison will provide the following documentation to the JJAEP Administrator on a monthly basis. If updated, records are needed for Court purposes:
    a. Monthly Activity Report (MAR).
    b. Spreadsheet/Roster; (Accompanies MAR, designates when a JJAEP student enters and exits).
    c. Attendance Records - (Accompanies MAR, JJAEP students on court ordered probation require Probation Services Officers to request educational records or referrals for Court purposes).
    d. Grades in Progress; Discipline Referrals (required for all major violations of the JJAEP Student Code of Conduct, but all referrals are needed for Court reporting).
    e. JJAEP campus will provide an updated JJAEP Staffing and Certification Log listing and CPR, First Aid, and CPI certification log every month at the time the MAR is submitted (Sent with MAR).

§348.214 PHYSICAL PLANT POLICY

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

POLICY

The JJAEP will abide by federal, state, local ordinances, and codes, and TJJD Standards for Physical Plant compliance. The PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT will be utilized once per year to monitor current health and fire inspections, occupancy signs in the classrooms and common areas, and that classroom space, fixtures and common areas are adequate to meet the programmatic requirements for each student. **(SEE APPENDIX E AND E1 – PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT).**

PROCEDURE

1. All emergency exits within each of the JJAEP campuses should be:
    a. Properly positioned.
    b. Clear of obstruction
    c. Permanently marked for evacuation in the event of fire or another emergency.
2. Places of assembly must have a minimum of two (2) operational exit options.

3. The local Fire Marshal has issued occupancy limit notices (capacity signs) for the El Paso County JJAEP campus. Each facility establishes that they will comply with the state and local fire authority regarding:
    a. Rated capacity in classrooms.
    b. Rated capacity in the cafeteria with tables in room; or without tables in the room.
    c. Rated capacity in the gymnasium area (if applicable).
    d. Capacity of the JJAEP facility as determined by the local Fire Marshal.
4. Each school district will ensure that the JJAEP facility provides comprehensive insurance coverage that includes property insurance and comprehensive general liability insurance. Insurance coverage includes workers compensation in accordance with the laws of the jurisdiction.
5. A copy of the policy can be obtained through the school districts' central offices.
6. Each JJAEP facility will ensure that interior finishing materials; furnishings in classroom areas, exit areas and places of public assembly are in accordance with recognized National Fire Safety Codes and the referenced guideline.
7. Separate and adequate space in the El Paso County JJAEP campus is provided for all mechanical equipment such as heating, air conditioning, electricity, etc.
8. The YISD JJAEP campus will ensure that the facility has appropriate means and steps implemented to provide comprehensive safety and protection to students within the facility and to prevent access by the general public without proper authorization or clearance.
9. The YISD will assure that the JJAEP campus conform to all applicable Federal, State and Local Building Codes and shall have available for inspection at all times a "Certificate of Occupancy" issued by the city of El Paso verifying that all necessary local building codes have been met in order for the program to operate within each JJAEP campus.
10. To determine compliance with this standard, the following will be reviewed:
    a. Review the facility's most recent fire inspection report for any violations cited by the appropriate authority. Fire Inspection Report should be posted within the facility where it is easy visible.
    b. Review the current health inspection report, if applicable. Health Inspection Report should be posted in the facility's kitchen area where it is easily visible.
    c. Review the current food handler's certification, if applicable. Food Handler's certification should be posted in the facility's kitchen area where it is easily visible.
11. The JJAEP will use the **COMPLIANCE MONITORING ASSESSMENT-PHYSICAL PLANT** to examine the applicable areas. A compliance monitoring assessment will be conducted yearly by JPD/JJAEP. If findings show that there are continued non-compliances the JPD/JJAEP may need to conduct more frequent compliance monitoring assessments.
    a. Facility Administrators will be notified of the discrepancies to be corrected as soon as possible. On the Physical Plant under Texas Administrative Code §348.214 a period of two weeks to correct non-compliance will be given.
    b. The Physical Plant Compliance Monitoring Assessment will be reviewed by the Director of Intake Services for approval and guidance on actions to be taken on any incidents of non-compliance found within any of the JJAEP facilities.
    c. Compliance Monitoring reports will also be forwarded to the Juvenile Chief Probation Officer who will provide compliance/non-compliance matters to district superintendents, school administrators, and other district officials in charge of their alternative schools.

§348.216 SAFETY, SECURITY, AND EMERGENCY RESPONSES

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

POLICY

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

PROCEDURE FOR CRISIS SITUATION

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

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

Front Desk/Control Area:

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

School Sponsored Events Off Campus:

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

General Public/Visitors:

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

SCHOOL BUS TRANSPORTATION

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

The Sending District's transportation plan for its student(s) must acknowledge and adhere to YISD's board approved calendar then in place; and in doing so, observe all YISD approved Professional Development days, early release, holiday closures, intersession, Spring Break, start and end of instructional year, and other calendar conflicts and shall make any modifications necessary to its student transportation plans.

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

PROCEDURE

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

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

EMERGENCY SITUATIONS

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

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

PROCEDURE

A. FIRE

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

Combustible Refuse:

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

Fire Drill Procedures:

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

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

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

Evacuation Plan:

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

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

Fire Prevention Practices:

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

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

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

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

Fire Plan Review

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

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

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

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

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

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

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

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

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

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

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

B. BOMB THREAT
Written Bomb Threat:

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

Telephone Bomb Threat:

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

C. HAZARDOUS CONDITIONS

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

D. ACTIVE SHOOTER EVENTS

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

E. RIOTS

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

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

F. MEDICAL EMERGENCIES

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

DEFINITION:

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

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

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

POLICY

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

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

PROCEDURE

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

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

POLICY

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

PROCEDURES:

See Evacuation Plan

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

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

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

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

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

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

The following guidelines will be used to move JJAEP youth:
General Movement & Supervision within JJAEP Campus Facilities:
To ensure JJAEP student and public safety, students will never be left unattended in any area inside or outside the facility. JJAEP staff supervision should promote a positive relationship between staff and students as the primary and most effective means of control.

The El Paso County JJAEP campus staff shall be aware of the location of all students at all times including during outdoor or off-site activities, daily routines/chores, meal time, and school hours. Staff shall not leave his/her area of responsibility without first informing another JJAEP staff member.
When a student leaves the JJAEP facility for any reason this action should be communicated to all appropriate staff. JJAEP staff should make periodic head counts to ensure the earliest possible detection of an absent student. While moving students from one area of the facility to another, staff should walk behind the group to avoid a student leaving the group. A head count should be conducted when the group arrives at its destination.

Group Movement outside the Facility:

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

Student Arrival and Dismissal Protocol:

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

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

Supervision by Other Students:

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

Use of Handheld Radios by Staff:

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

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

SEARCHES

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

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

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

DEFINITIONS

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

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

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

GUIDELINES

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

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

PROCEDURE-CLOTHED/PATDOWN SEARCHES

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

A. When searches are appropriate:

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

B. Components of a pat down search:

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

C. Procedures for conducting an individual pat down search:

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

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

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

CONTRABAND

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

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

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

STRIP SEARCH TECHNIQUES ARE PROHIBITED

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

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

POLICY

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

PROCEDURE

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

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

MAJOR DISCIPLINARY OFFENSES

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

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

MINOR DISCIPLINARY OFFENSES

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

WEAPONS

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

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

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

§348.218 RESTRAINT REQUIREMENTS

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

POLICY

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

DEFINITIONS

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

(1) Approved Personal Restraint Technique--A professionally trained curriculum-based and competency-based restraint technique that uses a person's physical exertion to completely or partially constrain another person's body movement without the use of mechanical restraints. The approved personal restraint technique shall be approved for use by TJJD and adopted by the Juvenile Board.

(2) Approved Mechanical Restraint Devices--A professionally manufactured, and commercially available mechanical device designed to aid in the restriction of a person's bodily movement. The approved mechanical restraint devices shall be approved by TJJD. The following are TJJD approved mechanical restraint devices:

(A) Ankle Cuffs--Metal, cloth or leather band designed to be fastened around the ankle to restrain free movement of the legs;

(B) Anklets--Cloth or leather band designed to be fastened around the ankle or leg;

(C) Handcuffs--Metal devices designed to be fastened around the wrist to restrain free movement of the hands and arms;

(D) Plastic Cuffs--Plastic devices designed to be fastened around the wrist or legs to restrain free movement of hands, arms, or legs;

(E) Waist Belt--A cloth, leather, or metal band designed to be fastened around the waist used to secure the arms to the sides or front of the body;

(F) Wristlets--A cloth or leather band designed to be fastened around the wrist or arm which may be secured to a waist belt.

(3) Mechanical Restraint--The application of an approved mechanical restraint device which restricts or aids in the restriction of the movement of the whole or a portion of an individual's body to control physical activity.

(4) Personal Restraint--The application of physical force alone, restricting the free movement of the whole or a portion of an individual's body to control physical activity.

(5) Physical Escort--Touching or holding a student with a minimum use of force for the purpose of directing the student's movement from one place to another. A physical escort is not considered a personal restraint.

(6) Protective Devices--Professionally manufactured devices used for the protection of students or staff that do not restrict the movement of a student. Protective devices are not considered mechanical restraint devices.

(7) Restraint--Application of an approved personal restraint technique, an approved mechanical restraint device, or chemical restraint to an individual to restrict the individual's freedom of movement or to modify the individual's behavior.

Other Relevant Definitions to This Policy

(8) **Physical Force**--Is defined as the use of any body part of staff to physically move or restrict movement of a child, including but not limited to grabbing a student with hands to restrict movement or carry a student, pushing/shoving to physically move a student, wrapping arms around a student to restrict movement or carry them, etc.

(9) **Excessive Physical Force**--Is defined as physical force used by staff wherein less appropriate restrictive attempts to deal with a situation were ignored or not attempted; and/or force used outside of proper training techniques resulting in an injury to the student.

(10) **Crisis Situation**--Is defined as a situation where an individual is at imminent risk of serious bodily injury to themselves or another person(s).

MECHANICAL RESTRAINTS

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

PROCEDURE

Only a law enforcement officer may use mechanical restraints.

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

APPROVED PERSONAL RESTRAINT TECHNIQUE

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

PROCEDURE

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

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

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

Staff Response against Sudden Assault:

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

Student against students: The use of force by a single staff member in a crisis situation where a student has suddenly attacked another student may be used only if the staff person is unable to obtain assistance from other staff AND one student is clearly at risk of being seriously hurt. In this situation, use of force may be used by the single staff person only to protect or remove the student being injured from the situation.
If a staff member ever finds him/herself in a situation where he/she is alone and someone, including themselves, is at imminent risk of being injured, force may be used only to AVOID, EVADE or ESCAPE from the imminent harm so that additional help may be obtained.

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

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

2. A copy of the report will be placed into the student's JJAEP case.
3. JJAEP Campus Administrators and JJAEP Administrator shall be informed of all incidents where staff has had to use force against a student.

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

MEDICAL TREATMENT:

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

RESTRAINT PROHIBITIONS
POLICY

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

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

Restraint Documentation

It is the policy of the El Paso County JJAEP, that restraints should be used as a last resort when all other behavior management techniques have failed, or the youth presents an immediate danger to himself/herself or others. JJAEP staff members and campus administrators should be mindful of their ISD policies and Employee Code of Conduct regarding physical contact and restraints of students and be cognizant that JJAEP policies may be stricter and apply additional measures of accountability. All restraints shall be fully documented, communicated to the JJAEP Administrator and TJJD and maintained in the student's case file. Written documentation regarding the use of restraints requires the submission of the **TJJD INCIDENT REPORT (SEE APPENDIX P)** by all involved staff members within 24 hours and will follow all policies, procedures, and timelines to start the process of reporting a restraint. (**SEE APPENDIX Q - INTERNAL INVESTIGATION REPORT)**

Only certified and properly trained Community Activities Officers (CAO) or Juvenile Probation Officers may use physical or mechanical restraints in a juvenile justice program. The exception in Texas Administrative Code §348.218(b) is that any JJAEP staff member who is trained in the approved personal restraint technique may use a personal restraint but not a mechanical restraint.

PROCEDURE

Incident Report Documentation

An Incident Report will be filled with the following information.

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

§348.220 SERIOUS INCIDENTS

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

POLICY

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

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

§348.222 ABUSE, EXPLOITATION AND NEGLECT

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

358 ANE DEFINITIONS

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

TAC 358.100 DEFINITIONS

(1) Abuse, Neglect, or Exploitation--The terms "abuse," "neglect," and "exploitation" have the meanings given in Texas Family Code §261.001 and §261.401. For the purposes of this chapter, "abuse" includes sexual abuse and serious physical abuse as defined in this section.

(2) Alleged Victim--A juvenile who is alleged to be a victim of abuse, neglect, or exploitation.

(3) Attempted Escape--Committing an act that amounts to more than mere planning but that fails to effect an escape.

(4) Attempted Suicide--Any voluntary and intentional action that could likely result in taking one's own life.

(5) Chief Administrative Officer--Regardless of title, the person hired by a juvenile board who is responsible for oversight of the day-to-day operations of a juvenile probation department, including a juvenile probation department with multi-county jurisdiction.

(6) Escape --The unauthorized departure of a juvenile who is in custody or the failure of a juvenile to return to custody following an authorized temporary leave.

(7) Founded--The finding assigned to an internal investigation when the evidence indicates that the conduct which formed the basis of an allegation of abuse, neglect, or exploitation occurred.

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

(9) Inconclusive--The finding assigned to an internal investigation when the evidence does not clearly indicate whether or not the conduct that formed the basis of an allegation of abuse, neglect, or exploitation occurred.

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

(11) Internal Investigation Report--The written report submitted to TJJD that summarizes the steps taken and the evidence collected during an internal investigation of alleged abuse, neglect, or exploitation or the death of a juvenile.

(12) Juvenile--A person who is under the jurisdiction of the juvenile court, confined in a juvenile justice facility, or participating in a juvenile justice program.

(13) Juvenile Justice Facility ("facility")--A facility that serves juveniles under juvenile court jurisdiction and that is operated wholly or partly by or under the authority of the governing board or juvenile board or by a private vendor under a contract with the governing board, juvenile board, or governmental unit. The term includes all premises and affiliated sites of the facility, whether contiguous or detached. The term includes, but is not limited to:
(A) A public or private juvenile pre-adjudication secure detention facility, including a short-term detention facility (i.e., holdover), required to be certified in accordance with Texas Family Code §51.12;
(B) A public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with Texas Family Code §51.125; and
(C) A public or private juvenile non-secure correctional facility required to be certified in accordance with Texas Family Code §51.126.

(14) Juvenile Justice Program ("program")--A program or department that:
(A) Serves juveniles under juvenile court or juvenile board jurisdiction;
(B) Is operated wholly or partly by the governing board, juvenile board, or by a private vendor under a contract with the governing board or juvenile board. The term includes:
(i) A juvenile justice alternative education program;
(ii) A non-residential program that serves juvenile offenders under the jurisdiction of the juvenile court or juvenile board; and
(iii) A juvenile probation department.

(15) Juvenile Probation Department ("department")--A governmental unit established under the authority of a juvenile board to facilitate the execution of the responsibilities of a juvenile probation department enumerated in Title 3 of the Texas Family Code and Chapter 221 of the Texas Human Resources Code.

(16) Medical Treatment--Medical care, processes, and procedures that are performed by a physician, physician assistant, licensed nurse practitioner, emergency medical technician (EMT), paramedic, or dentist. Diagnostic procedures are excluded from this definition unless intervention beyond basic first aid is required.

(17) Private Facility Administrator--The individual designated by the governing board of the facility who has the ultimate responsibility for on-site management and operation of a facility operated under contract with the juvenile board.

(18) Reasonable Belief--A belief that would be held by an ordinary and prudent person in the same circumstances.

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

(20) Reportable Injury--Any injury sustained by a juvenile accidentally, intentionally, recklessly, or otherwise that:
(A) Does not result from a personal, mechanical, or chemical restraint and requires medical treatment; or
(B) Results from a personal, mechanical, or chemical restraint and is a substantial injury.

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

(22) Serious Physical Abuse--Bodily harm or a condition that:
(A) Resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect, or exploitation; and
(B) Requires medical treatment.

(23) Sexual Abuse--Conduct committed by an employee, volunteer, or other individual working under the auspices of a facility or program against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact. A juvenile, regardless of age, may not consent to the acts as defined in paragraphs (24) and (25) of this section under any circumstances.
(24) Sexual Abuse by Contact--Any physical contact with a juvenile that includes:
(A) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
(B) Contact between the mouth and the penis, vulva, or anus;
(C) Contact between the mouth and any body part with the intent to abuse, arouse, or gratify sexual desire;
(D) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the actor has the intent to abuse, arouse, or gratify sexual desire;
(E) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the actor has the intent to abuse, arouse, or gratify sexual desire; and
(F) Any attempt to engage in the activities described in subparagraphs (A) - (E) of this paragraph.
See specific definitions under 37 TAC Chapter 358

(25) Sexual Abuse by Non-Contact-- Any sexual behavior, conduct, harassment, or actions other than those defined as sexual abuse by contact, which are exhibited, performed, or simulated in the presence of a juvenile or with reckless disregard for the presence of a juvenile, including but not limited to:
(A) Any threat or request for a juvenile to engage in the activities described in paragraph (24) of this section;
(B) Any display of uncovered genitalia, buttocks, or breasts in the presence of a juvenile;
(C) Voyeurism, which means an invasion of privacy of a juvenile for reasons unrelated to official duties, such as peering at a juvenile who is using a toilet to perform bodily functions; requiring a juvenile to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a juvenile's naked body or of a juvenile performing bodily functions; and
(D) Sexual harassment, which includes repeated verbal comments or gestures of a sexual nature, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

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

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

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

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

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

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

POLICY

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

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

APPLICABILITY: Unless otherwise stated, this policy also applies to:
Allegations of abuse, neglect, or exploitation involving a juvenile and an employee, volunteer, or other individual working under the auspices of a facility or program, regardless of the physical location of the alleged abuse, neglect, or exploitation.
Serious incidents involving a juvenile that:

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

A death of a juvenile that:

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

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

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

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

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

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

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

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

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

§358.320 CONTACT TO PARENTS BY SCHOOL ADMINISTRATORS

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

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

§358.340 PREVENTIVE MEASURES AND REPORTING OF ALLEGATIONS BY STUDENTS

1. JJAEP students have the right to report to TJJD allegations of abuse, neglect or exploitation and the death of a juvenile. During the JJAEP intake held at the school, JJAEP campus staff will provide **APPENDIX R ANE and R1- ANE (SPANISH)** outlining TJJD contact information.
2. Parent and youth will both sign form and be provided a copy that contains the toll free TJJD number.
3. The JJAEP Student Code of Conduct (SCC) will also advise the students of this right and information on reasonable, free, and confidential access to TJJD to report allegations.
4. If family attends the JJAEP Family Program Orientation held at JPD, this information and contact number to TJJD will be provided to them as an additional layer of oversight.
5. JJAEP staff shall make every effort to provide an environment that is free of coercion or any inappropriate conduct of any kind awareness and vigilance of behavior that may indicate abuse, neglect, or exploitation.
6. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras can be utilized as additional security, but never as a substitute for face-to-face supervision.
7. If a student is identified as vulnerable to sexual abuse, steps will be taken to ensure the student's safety, i.e., additional supervision, follow up by JJAEP staff, etc.
8. JJAEP staff shall never be allowed as the sole supervisor of students of the opposite gender. No exceptions! This includes searches, restroom breaks or any function of the program where students are vulnerable or exposed.
9. Any student with any type of handicap to include deafness will be allowed to report any sexual activity through whatever means necessary to help them communicate. (Unimpeded.)
10. The YISD/Juvenile Probation Department shall not hire, transfer, or allow anyone who has engaged or is pending investigation on sexual abuse or inappropriate sexual conduct to come into any contact with JJAEP youth.

§358.360 ALLEGATIONS OUTSIDE OF THE JUVENILE JUSTICE SYSTEM

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

§358.400 INTERNAL INVESTIGATIONS

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

INTERNAL INVESTIGATOR(S)

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

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

INTERNAL INVESTIGATION PROCEDURES

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

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

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

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

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

ALLEGATIONS AGAINST EMPLOYEES

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

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

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

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

§358.460 CORRECTIVE MEASURES

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

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

§358.500 INTERNAL INVESTIGATION REPORT AND COMPONENTS (APPENDIX Q)

Internal Investigation report shall include:

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

CONCLUSION OF INVESTIGATIONS AND REPORTING OF FINDINGS:

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

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

§358.540 SUBMISSION OF INTERNAL INVESTIGATIONS REPORT

Upon conclusion of the investigation, the report, outcome, and any recommendations will be forwarded to the JJAEP Administrator and ISD Associate Superintendent within five (5) school days.
The following documentation collected during internal investigation must be submitted to TJJD within thirty (30) days after initial report to TJJD:

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

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

§358.220 ABUSE, NEGLECT AND EXPLOITATION DATA COLLECTION

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

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

§358.600 SERIOUS INCIDENTS

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

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

§358.620 MEDICAL DOCUMENTS FOR SERIOUS INCIDENTS

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

§348.224 STUDENT CODE OF CONDUCT

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

POLICY

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

PROCEDURE

A. ADOPTION

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

B. NOTICE TO STAFF, STUDENT, PARENT/GUARDIAN

1. Students , parents, guardians, or custodians will receive a JJAEP Student Code of Conduct (SCC) at the time of intake.
2. Upon receipt and review, a signature will be required on the Acknowledgment of receipt of the JJAEP Student Code of Conduct (SCC).

3. A copy of the Acknowledgment form will be placed in the student's JJAEP electronic case file.
4. Prior to the start of the school year at the JJAEP Annual Refresher Training and during New Orientation Training at JPD, JJAEP staff will be provided with an electronic storage device containing the JJAEP Student Code of Conduct (SCC), and other pertinent JJAEP documents. All JJAEP staff will be required to sign an acknowledgment which will be maintained in their personnel electronic file.

C. DISCIPLINE AND SANCTIONS

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

D. DISCIPLINE MANAGEMENT TECHNIQUES

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

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

2. MANAGEMENT TECHNIQUES
    - **a.** Verbal correction (oral or written).
    - **b.** Cooling-off time or "timeout".
    - **c.** Seating changes within the classroom or bus transportation.
    - **d.** Counseling by teachers, counselors, or administrative personnel.
    - **e.** Parent/teacher conferences.
    - **f.** Grade reductions for late assignments or academic dishonesty (including but not limited to cheating, copying the work of another student, plagiarism, and unauthorized communication between students during an examination).
    - **g.** Assignment of community service.
    - **h.** Withdrawal of privileges, such as participation in extracurricular activities.
    - **i.** In-School Suspension (ISS). The term of the removal may prohibit the student from attending or participating in school-sponsored or school-related activities.
    - **j.** Out-of-School Suspension (OSS).
    - **k.** Call to law enforcement for new offense committed at the JJAEP.
    - **l.** Restitution for damage.
    - **m.** Notice of Absence will be issued for violation of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made, as required to school district employees, as necessary and

ultimately to a Truancy Court which may assess a fine and impose other requirements to prevent truancy.

n. Other strategies and consequences as determined by school officials.

o. Due to JJAEP expulsion, further expulsion is not an option, and any of the above consequences may occur.

p. Due to JJAEP status, for a student under formal or informal supervision under the 65th District Court, negative behavior (whether a disciplinary referral is given or not) is reported to the Juvenile Probation Department and may result in further consequences imposed by a Juvenile Probation Officer or the 65th District Court.

3. EXPECTATION OF JJAEP STUDENTS

a. Demonstrate courtesy, even when others do not.

b. Behave in a responsible manner, always exercising self-discipline.

c. Attend all classes, regularly and on time.

d. Meet district and campus standards of grooming and dress.

e. Obey all campus and classroom rules.

f. Respect the rights and privileges of students, teachers, administrators, district staff, and volunteers.

g. Respect the property of others, including district property and facilities.

h. Cooperate with and assist the school staff in maintaining safety, order, and discipline.

i. Adhere to the requirements of the JJAEP Student Code of Conduct.

4. BEHAVIOR COORDINATOR ROLE

a. The responsibility of the Behavior Coordinator Role is taken by the principal of the JJAEP in El Paso County or designated person. Any inappropriate conduct that occurs is reported to the JJAEP Administrator and assigned Juvenile Probation Officer, who will document the conduct/incident.

b. Consequences for any negative behavior are explained during the JJAEP intake to both the student and their parent/guardian; it is also outlined in the Student Code of Conduct and JJAEP Policies and Procedures.

c. When a major infraction of the JJAEP Student Code of Conduct occurs or a serious incident (as defined by TJJD) occurs, the Campus Behavior Coordinator or designated person (if in a District of Innovation) must document the behavior through a disciplinary referral, noting any action taken. Notification to parent(s)/guardian(s) will be made as soon as possible, but no later than 24 hours after a disciplinary referral has been given or suspension or removal from the classroom into the In-School Suspension (ISS) occurs. The disciplinary referral must be submitted to the JJAEP Administrator and/or assigned Juvenile Probation Officer, who documents the incident in JMIS and uploads the referral into the youth's profile.

d. Behavior management may involve counseling, suspension, conferences with parents/JPO or placement in ISS or OSS. If an arrest is warranted, further consequences may be incurred. Possible school-based consequences include the following:

i. Suspension – May be warranted in cases where there has been a serious violation of school rules/policies. The JJAEP Campus Administrator will have the discretion to suspend the student. Suspension is rare as sending the student home is not conducive to the JJAEP philosophy of maintaining the student in school.

ii. In-School Suspension (ISS) – When appropriate, will be used in place of suspension, particularly when the student engages in persistent class disruption.

iii. Arrest – Warranted if an offense occurs on school grounds or during transport on a district school bus.

iv. **Counseling** – Provided for any inappropriate conduct/incident where there may have been a display of anger, threats to cause harm to staff or students. Such action will help intervene and prevent further incidents.

v. C**onferences** – Notification to parents, administrators, JJAEP staff, and Juvenile Probation Officers will be made when there is a serious incident or recurrent inappropriate behavior such as bullying, harassment, or making hit lists. Conferences will be held by some or all of the above parties to prevent more serious consequences.

vi. **Juvenile Probation Officer/JJAEP Administrator** – Will address the behavior/incident with the student and will inform the court of incidents if applicable.

vii. **Home Visits** – Will be conducted if there is persistent unexcused absences. JJAEP Campus Administrator, Case Managers, Counselors, and/or Juvenile Probation Officer may conduct the home visit.

viii. **Court Ordered Counseling Services** – The student's counselor/therapist may be contacted by the Juvenile Probation Officer to discuss behaviors displayed in the school setting.

E. PROHIBITED SANCTIONS

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

F. DRESS CODE PROCEDURES

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

1. UNIFORM APPEARANCE

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

2. FACIAL APPEARANCE:

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

g. Makeup will be confiscated and not returned.
h. Non-compliant students will be escorted to the restroom to wash off makeup.

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

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

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

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

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

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

9. WINTER CLOTHING:
a. A matching colored hooded or regular sweatshirt is required for cold weather conditions. Uniforms are available with the school administration.

b. Black or white sweatshirts must FIT the student. Oversized sweatshirts are not allowed.
c. White long sleeve shirts may be worn under student's polo shirt.

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

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

POLICY

GRIEVANCE PROCEDURES

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

COMPLAINTS

1. General complaints should be resolved at the lowest possible administrative level. General complaints or questions regarding campus level decisions should be addressed with the School Principal/Assistant Principal and/or the JJAEP Administrator. If student or parent/guardian does not believe a complaint or

grievance was appropriately addressed, efforts should be made to discuss the complaint with the School Principal or Assistant Principal.

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

GRIEVANCE FORM FOR PARENTS

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

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

POLICY

SEXUAL ABUSE PROCEDURES

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

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

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

JAEP personnel will report any type of abuse immediately to school administrators, JJAEP Administrator, law enforcement, Texas Department of Protective and Regulatory Services, and the Texas Juvenile Justice Department. Law enforcement will be notified within one (1) hour; TJJD will be notified within four (4) hours; and the TJJD Incident Report will be submitted within twenty-four (24) hours. The following persons must also be notified for any sexual abuse outcries.

- School Administrators.
- School Nurse.
- Law Enforcement – 911.
- Texas Department of Protective and Regulatory Services - 1-800-252-5400.
- Texas Juvenile Justice Department - 1-877-786-7263; Submit TJJD Incident Report.
- JJAEP Administrator – Ram.Hernandez@epcountytx.gov
- The student must be examined by a nurse and/or physician.

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

§348.300 TJJD PERFORMANCE REPORTS

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

POLICY
Each biennium, TJJD provides statistical and performance data for every mandatory JJAEP indicating if the JJAEP is impacting the measures being utilized in the evaluation.

PROCEDURE
TJJD publishes statistical and performance data gathered statewide from all counties which will indicate how each JJAEP in the state has performed within the last two (2) years. Once the JJAEP Performance report is published, it is disseminated by the JJAEP Administrator to the Juvenile Board, Chairman of the School Board of trustees and each ISD Superintendent and stakeholders participating in the JJAEP, as well as JJAEP School Administrators to show how the El Paso County JJAEP rated among other counties in above areas (c 1-6).

§348.400 FUNDING FOR THE JJAEPs

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

POLICY
It is understood by the YISD that the daily rate of compensation for educational services is determined by the State of Texas and is subject to change throughout the year. In accordance with Texas Education Code, participating school districts that provides education services to pre-adjudicated and post-adjudicated students who are confined by court order in a juvenile residential facility operated by a juvenile board is entitled to count such students in the district's average daily attendance for purposes of receipt of state funds under the Foundation School Program.

El Paso County Juvenile Justice Alternative Education Program is committed to provide a safe, educational, and productive environment for students who have been expelled from their home school under Texas Education Code, Chapter 37. Academically, the mission of JJAEP shall be to enable the students to perform at grade level and we will continue to empower the students to achieve academic and personal development.

EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM STUDENT CODE OF CONDUCT 2024-2025 SCHOOL YEAR

THEDISTRICT
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 Offense Codes

TEXAS JUVENILE JUSTICE DEPARTMENT

2023/24 and 2024/25 School Years

New items shown in italics

Offense Code	Offense Description	Offense Type
37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02(a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory
37.007A12B	Unlawful Weapon: Location-Restricted Knife [PC 46.02(a-4)] [EC 37.007 (a)(1)] (For students who are under the age of 18.)	Mandatory
37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05(a)(1)] [EC 37.007(a)(1)]	Mandatory
37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05(a)(1)(A)] [EC 37.007(a)(1)]	Mandatory
37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05(a)(1)(B)] [EC 37.007(a)(1)]	Mandatory
37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05(a)(1)(C)] [EC 37.007(a)(1)]	Mandatory
37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05(a)(2)] [EC 37.007 (a)(1)]	Mandatory
37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05(a)(3)] [EC37.007(a)(1)]	Mandatory
37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05(a)(4)] [EC 37.007(a)(1)]	Mandatory
37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05(a)(5)] [EC 37.007(a)(1)]	Mandatory
37.007A15J	Prohibited Weapon: Improvised Explosive Device [PC 46.05(a)(6)] [EC37.007(a)(1)]	Mandatory
37.007A2A1	Aggravated Assault [PC 22.02] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2A2	Aggravated Sexual Assault [PC 22.021] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2A3	Sexual Assault [PC 22.011] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2B	Arson [PC 28.02] [EC 37.007(a)(2)(B)]	Mandatory
37.007A2C1	Murder [PC 19.02] [EC 37.007(a)(2)(C)]	Mandatory
37.007A2C2	Capital Murder [PC 19.03 [EC 37.007(a)(2)(C)]	Mandatory
37.007A2C3	Attempted Murder or Capital Murder [PC 15.01] [EC 37.007(a)(2)(C)]	Mandatory
37.007A2D	Indecency with A Child [PC 21.11] [EC 37.007(a)(2)(D)]	Mandatory
37.007A2E	Aggravated Kidnapping [PC 20.04] [EC 37.007(a)(2)(E)]	Mandatory
37.007A2F	Aggravated Robbery [PC 29.03] [EC 37.007(a)(2)(F)]	Mandatory
37.007A2G	Manslaughter [PC 19.04] [EC 37.007(a)(2)(G)]	Mandatory
37.007A2H	Criminally Negligent Homicide [PC 19.05] [EC 37.007(a)(2)(H)]	Mandatory
37.007A2I	Continuous Sexual Abuse of Young Child or Disabled Individual [PC 21.02] [EC 37.007(a)(2)(I)]	Mandatory
37.007A3	*Felony Drug, excluding marijuana and THC [EC 37.007(a)(3)(C)] [EC 37.006(a)(2)(C)]*	Mandatory
37.007D	Retaliation [EC 37.007(d)]	Mandatory
37.007E	Federal Firearm [EC 37.007(e)]	Mandatory

JJAEP STUDENT CODE OF CONDUCT

A. ADOPTION

The Ysleta Independent School District has adopted this JJAEP Student Code of Conduct as a supplement to its Student Code of Conduct. JJAEP students shall follow all disciplinary procedures adopted in their respective school district's Student Code of Conduct, in addition to those specified in this JJAEP Student Code of Conduct.

B. NOTICE

Students, parents, guardians, or custodians will receive a JJAEP Student Code of Conduct (SCC) at the time of intake and will be required to sign an acknowledgment of receipt. As part of your JJAEP placement, it is essential to familiarize yourself with the YISD Student Code of Conduct, available on the YISD website, which provides comprehensive information regarding enrollment at a YISD school.

C. DISCIPLINE AND SANCTIONS

The JJAEP Student Code of Conduct outlines sanctions and disciplinary procedures applicable to students for specific behaviors, ensuring due process protections. The JJAEP Student Code of Conduct adopts the District's sanctions and disciplinary procedures, including prohibited behaviors and conduct, disciplinary consequences, circumstances for classroom removal, and conditions for placement in another educational setting.

In accordance to the District's Student Code of Conduct, discipline will be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary actions will be based on the professional judgment of teachers and administrators, considering the offense's seriousness, the student age and grade level, frequency of misbehavior, student's attitude, impact on the school environment, and statutory requirements. Prohibited behaviors by students are detailed in the YISD Student Code of Conduct on the YISD website. However, due to JJAEP placement, the following categories distinguish major and minor violations of the JJAEP Student Code of Conduct:

D. DISCIPLINARY OFFENSES

MAJOR

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

MINOR

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

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

The District will take into consideration self-defense, intent or lack of intent, the student's disciplinary history, and any disability substantially impairing the student's capacity to understand the wrongfulness of their conduct when deciding on suspension or classroom removal.

DISCIPLINARY MANAGEMENT TECHNIQUES

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

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

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

E. <u>JJAEP CAMPUS ADMINISTRATOR ROLE</u>

- Any inappropriate conduct that occurs is reported to the JJAEP Administrator and assigned Juvenile Probation Officer, who will document the conduct/incident.
- Consequences for any negative behavior are explained during the JJAEP school intake to both the student and their parent/guardian. This information is incorporated in the Student Code of Conduct and Policies and Procedures for staff.
- When inappropriate conduct or an incident occurs, the JJAEP Campus Administrator must document the behavior through a disciplinary referral, noting any action taken. Notification to parent(s)/guardian(s)

will be made when there has been a suspension or removal from the class room into In-School Suspension (ISS). The disciplinary referral must be submitted to the JJAEP Administrator, who documents the incident in JMIS and uploads the referral into the youth's profile.

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

F. EXPECTATIONS OF JJAEP STUDENTS

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

G. PROHIBITED SANCTIONS

JJAEP students shall adhere to the prohibited sanctions listed in their respective school district's Student Code of Conduct. The following sanctions shall be prohibited:

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

H. DRESS CODE

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

Uniform Appearance:

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

Facial Appearance:

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

Tattoos:

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

Haircuts:

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

Jewelry:

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

Shirts:

- Forrest Green polo shirts are required for High School JJAEP students; Navy Blue polo shirts are required for Middle School JJAEP students.

- Shirts must remain tucked in at all times.
- Students must wear only **plain white undergarments** under their shirts. Females must wear a white bra under their shirt.
- Shirts must be kept clean at all times.
- Shirts must be well maintained, free from wrinkles, tears, or any other damage.
- Oversized shirts are not permitted.

Pants/Belts:

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

Shoes:

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

Winter Clothing:

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

Additional Items:

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

I. GRIEVANCE PROCEDURES

The El Paso County JJAEP provides a grievance procedure to address complaints or concerns that students or parents/guardians may have in reference to mistreatment, instructional or programmatic issues, or perceived violations of students rights by staff, policies, or another student. Retaliation in any form against a student who files a complaint is strictly prohibited. A copy of the grievance form is attached to this packet. Students and parents/guardians may submit the grievance form to a staff member at the JJAEP Campus (Counselor,

Administrator, CIS) or may go directly to YISD's Department of Student Services at 9600 Sims Drive, El Paso, Texas 79925 or 915-434-0743. Student or parent/guardian may also contact the assigned Juvenile Probation Officer or the Diversionary and JJAEP Administrator, Ramon E. Hernandez at 915-273-3491 Ext. 2110 or by email at Ram.Hernandez@epcountytx.gov to further discuss the issue or submit grievance.

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

- **Initial Discussion** = Students are encouraged to discuss and attempt to resolve problems directly with JJAEP operational staff whenever possible.

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

COMPLAINTS & GRIEVANCES FROM PARENT/GUARDIAN

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

J. SEXUAL ABUSE POLICY

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

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

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

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

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

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

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

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

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

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

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

K. HIGH SCHOOL EQUIVALENCY

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

- Student must be at least16 years old to participate in pre-testing and remedial preparation, and have a court order authorizing pursuit of the high school equivalency final testing and certificate; or
- Candidates who are 17 years old must have parent/guardian signature for taking the official testing.

JJAEP students with less than 4 high school credits, will be considered a priority for consideration of a High School Equivalency Program.

L. CONSIDERATION OF REMOVAL OF A CHILD

Consideration will be given as a factor in each decision concerning suspension, removal to a Disciplinary Alternative Education Program, expulsion, or placement in a Juvenile Justice Alternative Education Program, regardless of a whether the decisions concern a mandatory or discretionary action, to a student's status in the conservatorship of the Texas Department of Family and Protective Services or a student's status as a student who is homeless.

M. TRANSITION FROM AN ALTERNATIVE EDUCATION PROGRAM TO REGULAR CLASSROOM

As soon as possible after an alternative education program determines the date of a student's release from the program, the alternative education program administrator (Cesar Chavez Academy), shall provide written notice of that date to the student's parent or a person standing in the parental relation to the student and the administrator of the campus to which the student intends to transition to. YISD and receiving district will jointly develop an appropriate written exit plan *from* the JJAEP and transition plan *to* the home school. An academic review will be provided to include a review of courses attended, credits earned, credits pending, discipline and behavior progress or follow up areas, state assessment and/or IOWA skills test scores (Pre and Post), and

attendance records for JJAEP term through the JJAEP Exit Transition Meeting facilitated by Cesar Chavez Academy. In order to promote successful transition and long-term success, said exit transition meeting will occur prior to a youth's withdrawal from the JJAEP and will include the home school (returning), Campus Administrator or designee, assigned Juvenile Probation Officer or JPD representative, the student and the student's parent or guardian. The JJAEP Exit Transition Meeting must take place no later than five (5) instructional days after the date of the student's release from an alternative education program (JJAEP).

N. <u>CONTINUED EDUCATIONAL SERVICES AND ON-LINE INSTRUCTION/ VIRTUAL SETTING</u>

YISD agrees to continue the provision of personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (C.O.O.P) for online instruction that can provide educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Administrative Code (Chapter 348) and the Texas Juvenile Justice Department. Such C.O.O.P. must address any changes to the JJAEP educational components in the event of a pandemic or natural disaster. Searches will be conducted for safety and security reasons only. The searches procedure may be modified to ensure the safety and security of JJAEP students and staff in light of a pandemic or natural disaster in respect to the existing procedures. Any modifications to the searches procedure must be noted and reported to the JJAEP Administrator.

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

JJAEP STUDENT GRIEVANCE FORM

This form should be completed if you feel that you or someone else has been treated unfairly, contrary to the Student Code of Conduct. Please submit your statement to the Assistant Principal**. If the complaint involves the Assistant Principal, then submit the grievance to the Principal.**

JJAEP FACILITY:

□ CCA HIGH SCHOOL
□ CCA MIDDLE SCHOOL

Student's Name: _____ Date & Time: _____

Please explain: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Check here if there is more written on the back of this form: ☐

Student's Signature: _____

Grievance Received By: _____ **Date & Time:** _____

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

NOTICE TO THE PUBLIC REGARDING ABUSE, NEGLECT AND EXPLOITATION

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

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

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

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

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

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

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

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

HR Reviewer's Name:

_____
Print Name and Title

_____
Signature

Date: _____

THE ABOVE SIGNATURE CERTIFIES THAT THE LISTED JJAEP EMPLOYEES HAVE ALL THE ABOVE INFORMATION ON FILE AS REQUIRED BY THE TEXAS JUVENILE PROBATION COMMISSION.

				Education and Certification						Personal Records									Policies and Procedures				
	EMPLOYEE NAME	POSITION	JJAEP START DATE	Bachelor's Degree	Proof of licensing or certification verification	College or University Accreditation	College, High School Diploma, Certificate or Home School Transcript	Teacher Certification	Special Ed Certification	Job Description	Criminal History Records Check – NCIC/TCIC	LOCAL SEX OFFENDER CHECK	FAST-FINGER PRINTS	FIRST AID	CPR	CPI, IF APPLICABLE	Applicable Certification Verification	Applicable Personnel Actions	Documentation of Employee Qualifications	Certified Letter from the Employing School District's HR, if applicable	New Orientation & JJAEP Policies and Procedures	Documentation of Receipt of the Student Code of Conduct
1																							
2																							
3																							
4																							
5																							
6																							
7																							
8																							
9																							
10																							
11																							
12																							

Revised: 06/05/2024-REH

INCIDENT REPORT FORM

Administrative Investigations Division

TEXAS JUVENILE JUSTICE DEPARTMENT

Fill out both sides of form and submit completed form and any additional documentation to:

Email: **abuseneglect@tjjd.texas.gov**

REPORTER'S INFORMATION

Form Completed By Name/Title	*Phone #*	*Fax #*	*Email Address*

First Person of Knowledge Name/Title	*Phone #*	*Email Address*

County Case ID #	*County*	*Incident Date*	*Incident Time*

LOCATION OF ALLEGED INCIDENT

Name of Department/Program/Facility			
Address	*City*	*State*	*Zip*

Administrator's Name/Title	*Phone*	*Fax*

Type of Program/Facility (check one):
- ☐ Pre-Adjudication (Detention)
- ☐ Post-Adjudication (Secure)
- ☐ Post-Adjudication (Non-Secure)
- ☐ Probation
- ☐ JJAEP
- ☐ Day Reporting Program

LAW ENFORCEMENT NOTIFICATION

Law Enforcement Agency Name			*Person Notified*	
Phone	*Fax*	*Report Number*	*Date Notified*	*Time Notified*

SERIOUS INCIDENTS -- Report to TJJD within ***24 Hours***

- ☐ Attempted Escape
- ☐ Escape
- ☐ Escape-Furlough
- ☐ Youth Sexual Conduct
- ☐ Youth-on-Youth Physical Assault
- ☐ Attempted Suicide:
  Referred for Mental Health Services? ☐ Y ☐ N
- ☐ Reportable Injury:
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

YOUTH INVOLVED

Name		*DOB*	*Age*	*Race*	*Height*

Weight	*Gender*	*Placing County*	*PID*	*Current Location of Youth:*
	☐ M ☐ F			☐ Facility ☐ Residence ☐ Other

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

ABUSE, NEGLECT, EXPLOITATION, OR DEATH

Report to TJJD and Law Enforcement within ***24 Hours:***

- ☐ Exploitation
- ☐ Emotional Abuse
- ☐ Verbal Abuse
- ☐ Neglect:
  ☐ Medical ☐ Supervisory
- ☐ Physical Abuse
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

Report to Law Enforcement within ***1 Hour*** and TJJD within ***4 Hours***

- ☐ Death:
  ☐ Suicide ☐ Non-Suicide
- ☐ Sexual Abuse:
  ☐ Contact ☐ Non-Contact
- ☐ Serious Physical Abuse (injury that requires medical treatment):
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

11209 Metric Boulevard, Bldg. H
Austin, TX 78758

P.O. Box 12757
Austin, TX 78711

www.tjjd.texas.gov
P (512) 490-7230 or (512) 490-7126

STAFF-ON-YOUTH ALLEGATIONS ONLY

ALLEGED VICTIM: YOUTH

Name	*DOB*	*Age*	*Race*	*Height*

Weight	*Gender*	*Placing County*	*PID*	*Current Location of Youth:*
	☐ M ☐ F			☐ Facility ☐ Residence ☐ Other

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

ALLEGED PERPETRATOR: STAFF

Name / Title	**DOB**	Gender	Re-Assigned	Resigned	Suspended	Terminated
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

YOUTH-ON-STAFF ASSAULTS ONLY

TJJD will <u>not</u> investigate these incidents; however, it is important that we collect this data. Please report all assaults on staff to local law enforcement <u>and</u> TJJD.

ALLEGED VICTIM: STAFF

Name / Title	*DOB*	*Race*	*Gender*
			☐ M ☐ F

Was the staff injured? ☐ Y ☐ N

If Yes: Was medical treatment needed? ☐ Y ☐ N

Briefly describe any injuries:

SUSPECT: YOUTH

Name	*DOB*	*Age*	*Race*

Gender	*Placing County*	*PID*
☐ M ☐ F		

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

DESCRIPTION OF INCIDENT

- **THIS SECTION MUST BE COMPLETED. Supplementary attachments may <u>*not*</u> replace the narrative.**
- The details of the incident should include ***<u>who</u>, <u>what</u>, <u>when</u>, <u>where</u>, <u>why</u>***, *and* ***<u>how</u>***, including a description of any injuries and the type of medical treatment provided. Use additional pages if necessary.
- **NOTE:** If the first person of knowledge is not the person who is submitting this form, the first person of knowledge must attach a signed, dated statement.

APPROVAL

I do hereby attest that the information I provided is true and correct to the best of my knowledge.

Printed First and Last Name	*Signature*	*Date*
	X	

Internal Investigation Report Form

Administrative Investigations Division

TEXAS JUVENILE JUSTICE DEPARTMENT

In accordance with Texas Administrative Code Section 358.800, an Internal Investigation Report (IIR) shall be completed at the conclusion of all internal investigations resulting from alleged abuse, neglect, exploitation or death of a juvenile.

GENERAL INFORMATION

TJJD Case Number:	County Case ID#:	County:	Department / Program / Facility:

Date of Alleged Incident:	Alleged Victim(s):	Alleged Perpetrator(s): #1: #2: #3: #4:

Alleged Perpetrator's Current Mailing Address *(including address, city, state and zip code)*:	First Person of Knowledge:
Perpetrator #1: Perpetrator #2: Perpetrator #3: Perpetrator #4:	Date Allegation Reported to First Person of Knowledge: Date Allegation Reported to TJJD:

LAW ENFORCEMENT INFORMATION

Name of Law Enforcement Agency:	Date Reported to Law Enforcement:	Law Enforcement Report Number:

DEPARTMENT / PROGRAM / FACILITY EMPLOYMENT SEPARATION

In accordance with Texas Administrative Code Section 358.720, if during the internal investigation the Subject of Investigation resigns or is terminated from employment, the TJJD shall be notified no later than the second business day after the resignation or termination:

	Type:	Date of Resignation / Termination:	Date TJJD Notified:	Name of Individual Who Notified TJJD:
Perpetrator #1:	☐ Resignation ☐ Termination			
Perpetrator #2:	☐ Resignation ☐ Termination			
Perpetrator #3:	☐ Resignation ☐ Termination			
Perpetrator #4:	☐ Resignation ☐ Termination			

WITNESSES

In accordance with Texas Administrative Code Section 358.740, diligent efforts shall be made to obtain written or electronically recorded oral statements from all persons with direct knowledge of the alleged incident.
If more space is needed for additional witnesses, please include in the "Additional Information" section on Page 2.

Please provide a list of all persons who provided a written and/or oral statement.

Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written

INTERNAL INVESTIGATION REPORT

In accordance with Texas Administrative Code Section 358.820, the Internal Investigation Report (IIR) shall include the following.

Date Internal Investigation Initiated:	Date Internal Investigation Completed:	Date Alleged Victim's Parent/Guardian was Notified of Allegation:

Summary of Original Allegation:

Relevant Policy and Procedure Related to the Alleged Incident: (*Please also note any changes to policies and procedures that occurred as a result of this incident.)*

Summary of Steps Taken During the Internal Investigation:

Written Summary of All Oral Interviews Conducted:

List of All Evidence Collected During the Internal Investigation (i.e. audio and/or video recordings, polygraph examinations, etc.):

Relevant Findings of the Investigation that Support the Disposition (i.e., an analysis of the evidence):

Additional Information:

Assigned Disposition:
☐ Founded ☐ Unfounded ☐ Inconclusive

Perpetrator #1 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Perpetrator #2 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Perpetrator #3 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Perpetrator #4 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Names of All Persons Who Assisted in Conducting the Internal Investigation:

PARENT / GUARDIAN INFORMATION

Name of Parent or Guardian:	Current Mailing Address *(including address, city, state and zip code)*:

ADDITIONAL INFORMATION

Please include any additional information you think is pertinent to this investigation that has not already been detailed. This includes any additional witnesses that you were unable to list on Page 1:

COMPLETED BY

Printed Name of Person Who Completed the Internal Investigation Report:	Date Completed:	Signature:

In accordance with Texas Administrative Code Section 358.840, please submit the Internal Investigation Report and copies of the following documents to the TJJD within five calendar days following its completion.

- Written statements;
- Relevant medical documentation, if the release is authorized by law;
- Training records, if applicable; and
- Any other documentation used to reach the disposition of the internal investigation

* *Please note that although some of the contents of this form are required by administrative rule, the form has been provided for your convenience and its use is not mandatory.*

Ysleta Independent School District

2024-2025 DISTRICT CALENDAR

July
1-5 District Holiday
8-18 Student Registration
15-18 New Teacher Induction
19 Teacher Prep Day
22-26 Professional Development
29 First Instructional Day/ First Day of the First Semester

August
26 Parent Conference / Full Day Instruction (High School)
27 Parent Conference / Full Day Instruction (Middle School)

September
2 Labor Day/District Holiday
18 Parent Conference / Full Day Instruction (Elementary School)
27 End of 1st Nine Weeks
30 Fall Intersession

October
1-4 Fall Intersession
7-11 Fall Break
14 Professional Development / No Students
31 Early Release Campus PD / Students Half-Day (4 Hours)

November
11 Veteran's Day/ District Holiday
25-29 Thanksgiving Break

December
3 English I EOC
4 Biology and US History EOC
5 English II EOC and Algebra I EOC
20 Early Release/ Students Half-Day (4 Hours)
End of First Semester/ End of 2nd Nine Weeks
23-27 Winter Break
30-31 Winter Break

January
1-3 Winter Break
6 Holiday Exchange Day
7 Professional Development
8 First Day of Second Semester/ Students Report Back to School
20 Martin Luther King Jr. Day/ District Holiday

February
17 Parent Conference/ Full Day Instruction (High School)
18 Parent Conference/ Full Day Instruction (Middle School)
19 Parent Conference/ Full Day Instruction (Elementary School)
28 End of 3rd Nine Weeks

March
3-7 Spring Intersession
10-14 Spring Break
17 Professional Development / No Students

April
8-11 STAAR Testing
15-17 STAAR Testing
18 Good Friday/ District Holiday/ Inclement Weather Make-Up Day
22-25 STAAR Testing

May
26 Memorial Day/ District Holiday/ Inclement Weather Make-Up Day
30 Early Release/ Students Half-Day (4 Hours)
End of Second Semester/ Last Instructional Day

June
24-26 EOC Retest
30 District Summer Holiday

July
1-4 District Summer Holiday

Teacher Work Days 187

Instructional Days

Semester 1 87 Semester 2 89

Legend:

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

July

S	M	T	W	Tr	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
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28	29	30	31			

August

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September

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25	26	27	28	29	30	31

June

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22	23	24	25	26	27	28
29	30					

July

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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

This academic calendar is intended for use by YISD students, parents and guardians, district employees, and the community for planning.
It is not intended for payroll purposes. Employees should confirm with Payroll/HR their actual days of employment per their assigned schedule.
This calendar is compliant with Texas House Bill 2610 and verified to contain at least 75,600 minutes of instruction for the 2024-2025 school year.

Board Approved: December 13, 2023
Revised: December 15, 2023 2:27 pm

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST: **SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT**

By:_____
Board Secretary

By:_____
Mr. Eduardo Chavez, Board President

Date:_____

Date:_____

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Subject: Western New Mexico University, The School of Social Work and San Elizario ISD
Date: August 14, 2024

HISTORY:

This Memorandum of Understanding MOU is established between Western New Mexico University (WNMU), on behalf of the School of Social Work, and the San Elizario Independent School District. The agreement formalizes the collaborative efforts to develop and implement a practicum experience as part of WNMU's social work curriculum.

RATIONALE:

The pre-service students in cooperation with assigned district personnel, will seek out opportunities to provide social services to our students and families.

BUDGET:

There is no budget impact for this item.

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve this MOU with Western New Mexico University (WNMU) School of Social Work.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

WNMU

School of Social Work

College of Professional Studies

MEMORANDUM OF UNDERSTANDING

WESTERN NEW MEXICO UNIVERSITY

(ON BEHALF OF)

AND THROUGH

THE SCHOOL OF SOCIAL WORKAND

San Elizario Independent School District

This Memorandum of Understanding (“MOU”), hereinafter called the "Agreement," is made this May 22, 2024, by and between Western New Mexico University on behalf of the School of Social Work and through the Social Work Department, hereafter called the "College," and San Elizario Independent School District hereinafter called the "Facility."

WHEREAS, the College has a curriculum in social work, and

WHEREAS, practicum experience is required as an integral component of the social work curriculum, and

WHEREAS, the College desires the cooperation of Facility in the development and implementation of the practicum experience phase of the College's social work curriculum, and

WHEREAS, the Facility recognizes its professional responsibility to participate in the education of social work students, and

WHEREAS, the Facility wishes to join the College in development and implementation of practicum experience for social work,

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the College and the Facility will cooperate as described herein.

The College and the Facility mutually agree:

1. To establish the educational objectives for the practicum experience, devise methods for their implementation, and continually evaluate to determine the effectiveness of the practicum experience.

2. To assure that no person will, on the grounds of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

3. To acknowledge that students participating in the Affiliation Program are to be designated as "trainees" as that term is used under the Health Insurance Portability and Accountability Act **("HIPAA")** Privacy Rules at 45 C.F.R. 160.103. ("Workforce" means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity, is under the direct control of such entity, whether or not they are paid by the covered entity.) As trainees assigned to the Facility's for purposes of HIPAA, students participating in the Affiliation Program will be subject to the Facility's HIPAA policies and procedures.

4. To acknowledge, notwithstanding Paragraph 3 of this agreement, that participating students are not to be construed as agents or employees of the Facility or the College under this Agreement. No retirement, paid leave, bonding, use of Facility or College vehicles, insurance, or other employee benefits from the Facility or College shall accrue to the students as a result of this Agreement.

5. To acknowledge that neither College nor students are "Business Associates" of the Facility as that term is defined under HIPAA at 45 C.F.R 160.163.

6. At the discretion of the Facility allow the students to participate in continuing education programs conducted for the Facility staff, including any training provided by the Facility on HIPAA compliance.

7.To acknowledge that the Facility at all times will retain responsibility for the care of its patients. Neither College faculty nor students will be expected to replace Facility staff in the conduct of the Facility's activities.

8. To allow this Agreement to cover practicum for Bachelor's and Master's Program affiliations.

9. That, as between the parties, each party will be responsible for liability arising from personal injury or damage to persons or property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the Texas Tort Claims Act (Chapter 101, et seq.) and the New Mexico Tort Claims Act (Section 41-4-1 et seq. NMSA 1978), and any amendment thereto.

10. That students are sent and accepted on a case by case basis. Facility has the right to refuse any Student BEFORE they are sent, for any reason deemed appropriate by the Facility including, but not limited to, a lack of Facility staff to properly supervise the Student.

The College agrees:

1. To assume responsibility for assuring continuing compliance with the educational standards established by the Council on Social Work Education.

2. To establish and maintain ongoing communication with the Director of Field Education of the Facility on items pertinent to social work education. Such communication may include, but not be limited to, a description of the curriculum, relevant course outlines, policies, faculty, and major changes in this information. On-site visits will be arranged whenever feasible.

3. When possible, to appoint as faculty the Practicum Supervisor who is responsible for planning and implementation of the social work practicum experience at the Facility.

4. To notify the Practicum Supervisor and the Facility at a time mutually agreed upon, of its planned schedule of student assignment, including the name of the student, level of academic preparation, and length and dates of practicum experience.

5. To refer to the Facility only those students who have satisfactorily completed the prerequisite portion of the curriculum that is applicable to the Facility.

6. To inform the student of the Facility's requirements for acceptance.

7. To advise the assigned student of the responsibility for complying with the existing pertinent rules and regulations of the facility.

8. To provide professional liability coverage for its students in accordance with the provisions of the New Mexico Tort Claims Act. The College is insured for professional liability covering its employees and students in accordance with the provisions of the New Mexico Tort Claims Act. The College agrees that all claims arising out of or relating to acts or omissions to act of one or more of its students will be made and tendered to the New Mexico State Risk Management Division by College.

9. To supply the Practicum Supervisor with appropriate forms to be used in evaluating the performance of the assigned student.

10. To have the student provide prior to the commencement of the student assignment such confidential information as may be required by the Facility.

11. To forward to the Facility the name, health status report, the evidence of coverage or noncoverage of health, worker's compensation and/or liability protection of each student enrolled in the program at least four (4) weeks before the commencement of each student's Clinical Education placement.

12. To assure that all participating students and faculty have been instructed in and will observe the importance of and requirements of maintaining confidentiality of all patient information.

13. To retain responsibility of personal and career guidance and counseling for its students.

The Facility agrees:

1. To designate as Practicum Supervisor the staff member who will be responsible for the planning and implementation of the practicum experience. The staff member so designated shall meet the criteria established by Council on Social Work Education and **WNMU** School of Social Work for supervising students.

2. To provide the Practicum Supervisor with time to plan and implement the practicum experience including, when feasible, time to attend relevant meetings and conferences.

3. To provide the physical facilities and equipment reasonably necessary to conduct the practicum experience.

4. To have available a written description of the practicum experience being offered.

5. To advise the College of any changes in its personnel, operation, or policies that may affect practicum experience.

6. To determine the number of students that can be accommodated during a given period of time.

7. To provide the assigned student, whenever possible, with use of library facilities and reasonable study and storage space.

8. To provide the assigned student with access to the Facility's existing pertinent rules and regulations with which the student is expected to comply, including the Facility's Policies and Procedures relating to the student's responsibilities under HIPAA.

9. To make emergency health care reasonably available for the assigned student. The student will otherwise be responsible for his or her health care.

10. To evaluate the performance of the assigned student on a regular basis using the evaluation form developed by the **WNMU** School of Social Work and supplied by the College. The completed evaluation will be forwarded to the college within one (1) week following conclusion of the student's practicum experience.

11. To advise the College at least by midterm of any serious deficit noted in the ability of the assigned student to progress toward achievement of the stated objectives of the practicum experience. It will then be the mutual responsibilities of the assigned student, the Practicum Supervisor and the Director of Field Education to devise a plan by which the student may be assisted to achieve the stated objectives.

12. To have the right to terminate any student whose health, behavior or performance is a detriment to patient well-being or the achievement of the stated objectives of the practicum experience after notifying the College.

13. To support continuing education and professional growth and development of those staff who are responsible for student supervision.

Miscellaneous terms:

1. This Agreement shall be effective when executed by both parties for a period of one year and will be automatically renewed annually and reviewed every five (5) years unless otherwise indicated by one of the parties.

Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between the Facility and the College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other. The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

This Agreement shall be governed by the laws of the State of Texas. The exclusive venue of any suit brought concerning the Agreement and any incorporated documents is fixed in any Court of competent jurisdiction in El Paso County, Texas**.**

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this MOU.

Any student or employee of the College having access to school district locations must submit to a criminal background check as required by Texas law. The criminal background checks must be performed before any student or other employee of the College is permitted to enter school district property and at least annually for all employees or subcontractors providing services under this Agreement. The College shall provide copies of said criminal background checks within twenty-four (24) hours of written demand for same. The school district shall be the final arbiter of what constitutes a “location where students are regularly present.”

2. This Agreement may be revised or modified only by written amendment signed both parties.

3. Either party may terminate this Agreement upon 90 days' written notice.

4. This Agreement is subject to periodic review as determined between the Facility and the College.
5. Any written notice/communication provided for, required, or permitted herein will be addressed to the following:

Facility Name:

_____

Address: _____

City: _____ State/Zip: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

Western New Mexico University

PO Box 680

Silver City, New Mexico 88062

Sachiko Gomi, PhD
Associate Dean, School of Social Work

For the Facility

By_____

Title: _____

Date: _____

For the University

By _____
Kelley Riddle
Vice President of Business & Finance

By _____
Sachiko Gomi, PhD
Associate Dean,School of Social Work

Date: _____

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Subject: Reading Academies Memorandum of Understanding between ESC 19 and SEISD
Date: August 14, 2024

HISTORY:

The Texas Reading Academies initiative was established to enhance the literacy skills of students from Kindergarten through Third Grade by ensuring that all teachers and principals receive specialized training.

RATIONALE:

This initiative is guided by the Texas Education Agency (TEA), which issued specific instructions through various forms of communication to Education Service Centers and school districts. The MOU between San Elizario Independent School District (ISD) and Education Service Center Region 19 (ESC 19) outlines the district's commitment to using an authorized provider, ESC 19, to deliver Comprehensive pathway training for K-3 educators. This collaboration aligns with the requirements set by TEA, ensuring the successful implementation of the Reading Academies program and improving literacy outcomes for young students.

BUDGET:

The District will pay ESC Region 19 the TEA-set fee of $3,000 per participant for the Comprehensive pathway training provided through the Texas Reading Academies initiative.

ADMINISTRATIVE RECOMMENDATION:

It is the administration's recommendation that the Board of Trustees approve the agreement between ESC Region 19 and San Elizario ISD to initiate the Reading Academies program.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

READING ACADEMIES
— ESC Region 19 Authorized Provider —

MEMORANDUM OF UNDERSTANDING
Texas Reading Academies

RECITALS

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the San Elizario ISD, (hereinafter referred to as "The District" and Education Service Center Region 19, (hereinafter referred to as "ESC 19"),

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes;

WHEREAS, to accomplish the outcome of every Kindergarten through Third Grade teacher and principal receiving Reading Academy training, TEA has published guidance in the form of letters to school districts and FAQ guidance to Education Service Centers; and

WHEREAS, the most recent guidance to Education Service Center regarding their provision of Reading Academies to school districts and is incorporated for all purposes into this MOU as if reproduced in its entirety; and

WHEREAS, TEA states that school districts have the following options relating to ensuring their teachers obtain Reading Academies training:

1. **Use an Authorized Provider** for Comprehensive pathway for teachers and principals.

    - The District pays $3,000 per participant for Comprehensive pathway.

WHEREAS, ESC 19, as an Authorized Provider, desires to comply with the guidance set forth by TEA by entering this MOU with school districts to provide Comprehensive pathway Reading Academy training for K-3 teachers and principals employed at their district.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the Parties hereto agree as follows:

I. Designation by District of Reading Academies Services to be Provided by ESC 19:

The District opts for ESC 19 to provide Reading Academies training to the District as follows:

Responsibilities of the Parties.

For ESC 19:

1) Inform LEAs about each pathway available for Texas Reading Academies. Options are: ELAR, Biliteracy, STR ELAR, STR Biliteracy, Demonstrated Proficiency, and Administrator.
2) Assist LEAs in determining the appropriate model and pathway in which to enroll each participant. Blended pathway is available only to administrators starting school year 2023-2024. ESC 19 will not lead the administrative pathway. However, ESC 19 will work in collaboration with districts to enroll administrators in the course.
3) Ensure that Cohort Leaders attend Cohort Leader Training prior to leading a cohort for the associated implementation year.
4) Ensure all Cohort Leaders have met the screening requirements determined by TEA.
5) Ensure that each cohort is assigned an appropriate cohort leader for the designated pathway (ELAR, Biliteracy, STR ELAR, STR Biliteracy)
6) Ensure that full-time Cohort Leaders only serve the following number and types of cohorts within the 12-month term:
   - One comprehensive cohort (up to a maximum of 60 participants).

   Note: A one-month overlap is allowable. For example, cohort leaders may start a new cohort, or set of cohorts, one month prior to an 11-month course ending, but will be responsible for completing all assigned duties for both cohort years.
7) Ensure that Cohort Leader & Support Cohort Leader Roles and Responsibilities are clearly communicated to LEAs.
8) Work with districts to ensure all academy participants have adequate support to complete the Texas Reading Academy course to include ensuring participants attend all scheduled sessions.
9) Ensure that Cohort Leaders sign and abide by all requirements listed in the Cohort Leader Agreement.
10) Communicate Reading Academy expectations to participants and collect signed "Participant Statement of Understanding" for all participants enrolled in the course.
11) Ensure Cohort Leaders review the plagiarism clause with participants at the beginning of each module.
12) Work with Cohort Leaders to address artifact academic dishonesty.
13) Inform participants that the use of Chat GPT or other AI text generators for discussions, assignments, and artifacts is strictly forbidden. As AI-generated text is not the work of

the submitter, the submission of AI-generated text will be considered plagiarism and subject to the rules governing plagiarism in the Reading Academies.

14) Work with LEAs and Cohort Leaders to ensure artifacts are submitted by the deadline indicated on the Important Dates document.
15) Ensure that Cohort Leaders support participants through all artifact submissions using the artifact rubrics and learner checklists.
16) Authorized Provider will be the first point of contact and, together with the cohort leader, verify that the artifact submission(s) demonstrate irregularities that indicate possible plagiarism. Plagiarism will not be tolerated, and such incidents will be resolved with TEA guidance.
17) All Reading Academies participants are held to a high standard of professionalism, and plagiarism and/or sharing of answers within or outside of the cohort will not be tolerated. All participants suspected of plagiarism or sharing content will be warned and required to resubmit their work. On the second offense, they may be removed from the cohort in which they are participating and may be required to take the Reading Academies over again in their entirety.
18) Authorized Providers are responsible for ensuring that Cohort Leaders communicate placeholders are NOT allowed for artifact submissions; any placeholders will be scored with a "0".
19) Monitor and support district in ensuring the quality of Reading Academy implementation.
20) Inform districts about the formative and summative metrics.

- Summative Metric Reviewed at the end of each term: 90% of participants complete the course (earn a certificate
- Formative Metric Reviewed Monthly: 95% comprehensive participants submit artifacts by deadline. 80% of blended participants submit artifacts by the deadline
- Summative Metric: 75% of participants pass artifact on the first attempt; 90% pass artifact by their second attempt.
- Formative Metric: 80% of participants pass artifact #1 by the first attempt. 95 % of participants pass artifact #1 by the second attempt.
- 80% of participants pass artifact #2 by the first attempt. 95% of participants pass artifact #2 by the second attempt.
- Cohort Leader satisfaction after modules 4 and 8 will be gathered from participants to provide insights if additional support for cohort leaders is needed.
- Customer service satisfaction data as an Authorized Provider will be gathered.
  a. Authorized Provider
- will hold monthly Communities of Practice (CoP) meetings with cohort leaders (virtual and in person).
- Will closely monitor and analyze data for each cohort to ensure a positive learning experience.
- Will provide technical support and assistance to Cohort Leaders including coaching cycles, artifact training, Canvas Announcements, campus visits, etc.

For the District:

21) Determine the appropriate model in which to enroll each participant. (ELAR, Biliteracy, ELAR STR, Biliteracy STR). STR participants must provide proof of eligibility for the STR pathway.
22) Provide support to reading academy participants to complete the Texas Reading Academy course and will keep district campus leaders informed of learner progress and attendance to ensure participants attend and successfully complete all scheduled sessions.
23) Ensure that artifacts are submitted by the deadline indicated on the Important Dates document.
24) Work with Cohort Leaders to address academic dishonesty. The use of Chat GPT or other AI text generators for discussions, assignments, and artifacts is strictly forbidden. As AI-generated text is not the work of the submitter, the submission of AI-generated text will be considered plagiarism and subject to the rules governing plagiarism in the Reading Academies.
25) Acknowledge that the district will be held responsible for all Reading Academy Metrics as assigned by TEA.
26) Assign one or more individuals to support the coordination and implementation of Reading Academies.
27) Review and communicate the 2024 – 2025 Reading Academy calendar to district and campus leaders to support and facilitate campus planning of substitute coverage for teachers attending the 10 face-to-face regular pathway sessions and the 7-day schedule for STR pathway sessions. This communication will further support attendance and completion of Texas Reading Academy for all learners.
28) Ensure participants are willing and able to complete the entirety of the Reading Academies content within the course time, unless one of the following exceptions arises: Resignation, Retirement, Termination, Reassignment outside of K-3, FMLA, or another extreme circumstance deemed appropriate by TEA and/or ESC Should any of the above exceptions occur, inform Authorized provider in a timely manner.

II. TERM OF AGREEMENT

This Agreement shall be effective on August 1, 2024, and terminate, except as provided herein, on August 31, 2025, unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by ESC 19 of the District's personnel (the "Term"). Upon termination hereof, each party agrees to cooperate with the other to fulfill any action required by TEA in its regulation of Reading Academies. No monies will be refunded unless Agreement is terminated within 30 days of initial signing date.

III. FEES

Pay the TEA set fee to ESC 19 as an Authorized Provider of $3,000 per participant

The District requests _____ participants attend the Reading Academy course.
The total fee of the district is $_____.

IV. ADDITIONAL TERMS AND CONDITIONS

1. **Assignments.** Neither Party may assign this Agreement without the prior written consent of the other.
2. **Entire Agreement**. This Agreement contains all the agreement between the Parties with respect to the matters contained herein and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.

3. **Independent Contractor Status**. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

4. **Third Party Beneficiaries.** Nothing in this Agreement creates or will be deemed to create third party beneficiaries of or under this Agreement.

5. **Governing Law.** This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in El Paso County, Texas.

6. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of ESC 19, of the staff and employees of ESC 19, or of the District.

7. **Dispute Resolution.** The Executive Director of ESC 19 or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.

8. **Amendments.** This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

The individuals signing below are authorized to do so by the respective Parties to this Agreement.

FOR AND ON BEHALF OF THE DISTRICT	**FOR AND ON BEHALF OF ESC 19**
By: _____	**By:** _____
Superintendent Signature	**Authorized Signature**
_____	Executive Director
Title	**Title**
_____	_____
Date	**Date**
_____	Anabel M. Tanabe
District Contact Person	**ESC 19 Contact Person**
_____	Assistant Director, AISS
Title of Contact	**Title of Contact**
_____	6611 Boeing Dr
Street Address	**Street Address**
_____	El Paso, TX 79925
City, State Zip	**City, State Zip**
_____	915-780-5069
Contact's Telephone Number	**Contact's Telephone Number**

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Subject: Roster of T-TESS Second Appraisers for the 2024-2025 school year
Date: August 14, 2024

HISTORY:

The Superintendent or designee shall select the second appraiser from an established roster of trained appraisers for the purpose of the Texas Teacher Evaluation Support System (T-TESS) as stated in board policy DNA (LOCAL & LEGAL).

RATIONALE:

The list of qualified appraisers who may appraise a teacher in place of the teacher's supervisor shall be approved by the Board (see attached list).

BUDGET:

There is no budget impact.

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the Roster of T-TESS Second Appraisers for the 2024 - 2025 school year as presented.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

Roster of T-TESS Second Appraisers for the 2024-2025 School Year

The following personnel have met the requirements to serve as second appraisers for the 2024 – 2025 school year:

No.	Appraiser	Title
1.	Dr. Jeannie Meza-Chavez	Superintendent
2.	Vacant	Associate Superintendent
3.	Mrs. Blanca Cruz	Executive Director of Human Resources
4.	Ms. Lisa Renegar	Administrator – Research and Evaluation
5.	Vacant	Administrator – Instructional Programs
6.	Ms. Sandra Sanchez	Administrator – Career and Technical Edu
7.	Mrs. April Marioni	Director – Special Education
8.	Mr. Cesar Morales	Executive Director of Athletics
9.	Mr. Troy Enriquez	Principal – San Elizario High School
10.	Mr. Jaime Parra	Assistant Principal – San Elizario High School
11.	Mrs. Melissa Nunn	Assistant Principal – San Elizario High School
12.	Vacant	Assistant Principal – San Elizario High School
13.	Mr. Richard Salcido	Principal – Garcia-Enriquez Middle School
14.	Mr. Alexander Corona	Assistant Principal – Garcia-Enriquez Middle School
15.	Ms. Leticia De Santos	Principal – Alarcon Elementary
16.	Mrs. Sandra Rico	Assistant Principal – Alarcon Elementary
17.	Mrs. Martha Santana	Principal – Borrego Elementary
18.	Ms. Lorena Robles	Assistant Principal – Borrego Elementary
19.	Ms. Susana Frescas	Principal – Sambrano Elementary
20.	Mrs. Lydia Sandate	Assistant Principal – Sambrano Elementary
21.	Mrs. Julissa Esquivel	Principal – Loya Primary

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Item: Service Agreement between SEISD and TNTP
Date: August 14, 2024

HISTORY:

This Services Agreement, effective as of September 1, 2023, is established between TNTP, Inc., a Delaware-based non-profit organization, and San Elizario Independent School District (SEISD). TNTP is contracted to provide educational support services to SEISD through September 30, 2025, under the funding and oversight of the Texas Education Agency. The agreement outlines responsibilities, including cooperation and data sharing from SEISD, and stipulates that TNTP will act as an independent contractor. It ensures compliance with FERPA and other relevant laws.

RATIONALE:

The rationale behind this Services Agreement between TNTP, Inc., and San Elizario Independent School District is to leverage TNTP's expertise in educational support to enhance SEISD's instructional practices and student outcomes. By formalizing this partnership, SEISD aims to benefit from TNTP's evidence-based strategies, resources, and professional development services. This collaboration is intended to address specific educational needs, foster continuous improvement, and ensure compliance with state and federal regulations, ultimately contributing to a more effective and equitable learning environment for all students within the district.

BUDGET:

There is no budgetary impact for this item.

ADMINISTRATIVE RECOMMENDATION:

The administration recommends that the Board of Trustees approve this agreement.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

THIS SERVICES AGREEMENT (this "**Agreement**") is made by and between TNTP, Inc., a not-for-profit corporation organized under the laws of the State of Delaware, with its principal office at 500 7th Avenue, 8th Floor, New York, New York 10018 ("**TNTP**"), and San Elizario Independent School District, with its principal office at 1050 Chicken Ranch Rd., San Elizario, TX 79849 (the "**Client**"). This Agreement shall be effective as of September 1, 2023 (the "**Effective Date**").

STATEMENT OF PURPOSE: The Client wants to engage TNTP to provide school support as detailed in this Agreement.

Section 1. **Term and Services.**

For the period commencing on the Effective Date until **September 30, 2025** (the "**Term**"), TNTP agrees to provide services for the Client as specified in Schedule A ("**TNTP's Services**"), attached to and incorporated by reference in this Agreement. TNTP's Client proposal will be considered accepted upon execution or upon commencement of the services at Client's direction following Client's instructions to commence services under the Proposal.

Section 2. **Client Responsibilities.**

Cooperate with TNTP, to facilitate the performance of TNTP's Services, and provide TNTP with access (which may be in-person or via virtual means such as teleconference and videoconference, as agreed upon by the parties) to Client personnel, classrooms, meeting spaces, and buildings as needed for TNTP's Services. The Services may require student and/or teacher surveys, focus groups, student work samples and video recordings of classroom activities, students or groups.

TNTP and Client may mutually agree to permit in-person, essential work-site visits under certain circumstances. In deciding to permit in-person, essential work-site visits, TNTP and Client will take into account CDC guidance, state and local regulations and guidance, the school and district's health and safety plan related to pandemics or infectious disease, and the internal policies of both Client and TNTP. If the parties agree to work-site visits, school staff will be instructed to follow all school district and TNTP health and safety procedures. Client releases TNTP from any liability related to pandemic or infectious disease-related transmission from in-person work-site visits. TNTP reserves the right to discontinue work-site visits at any time if TNTP determines that cessation of work-site visits is necessary to protect the health and safety of its personnel.

If required by the scope of services, provide to TNTP, at no cost to TNTP, and within thirty (30) days of a written request all requested student data ("**Student Data**"), teacher and staff related data ("**Staff Data**"), and demographic and school/district information (**School Data**). Student Data, Staff Data, and School Data is collectively referred to herein as "**Data,**" as provided in Section 9 of this agreement. The Client's failure to provide TNTP with Data, or access to collect the Data, may cause a material delay in the delivery of services for which TNTP will not be held responsible.

Section 3. **Acknowledgements**.

a. For the purposes of this agreement and pursuant to FERPA, CFR 99.31, a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records. The Client designates TNTP to act in a School Official role for the purposes outlined in the Scope of Work.

b. TNTP's relationship to the Client is that of an independent contractor. The Client and TNTP intend that an independent contractor relationship be created by this Agreement, and not an employer/employee relationship, partnership, joint venture or other business group or concerted action. TNTP may upon written notice to you, subcontract any portion of TNTP's Services in its sole discretion. The Client, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions that may relate to the implementation of TNTP's services.

c. TNTP may share aggregate data collected and/or compiled under this agreement with Texas Education Agency (the "Funder"), as well as other districts and entities participating and/or associated with the program.

d. TNTP will use its reasonable efforts to achieve the deadlines for services, if any, set forth in any timetable and/or dates for delivery contained in the Scope of Services.

e. TNTP may use video for any of TNTP's Services in its sole discretion and for its legitimate business purposes in perpetuity so long as it is made pursuant to all federal, state and local laws, rules and policies relating to confidentiality and protected information.

Section 4. **Representations and Warranties**. Each party agrees that it:

a. Has the full right, power, legal capacity and authority to enter into this Agreement and to carry out its obligations hereunder.
b. Maintains adequate and appropriate insurance, including comprehensive general liability, professional liability and workers' compensation insurance, to cover activities under this Agreement.
c. Will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services hereunder.
d. Is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

Section 5. **Payment and Invoicing**.

The total cost of TNTP's Services provided hereunder shall be entirely funded by Texas Education Agency (the "**Funder**"), according to and governed by a separate agreement between TNTP and the Funder. Accordingly, no compensation is due from the Client to TNTP. Should funding for the project be terminated, reduced, or otherwise delinquent at any time and for any reason, TNTP may elect to immediately terminate this Agreement, or, if TNTP does not elect to terminate this Agreement, the parties may renegotiate TNTP's Services and amend this Agreement accordingly.

Section 6. Termination.

If at any time either of the parties believes that the other party has materially breached its obligations hereunder, written notice shall be given setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach shall not have been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure are claimed in writing by the party to whom the written notice of asserted breach was given, said party will have an additional opportunity to cure for a period of thirty (30) days following the expiration of the initial thirty (30) day cure period. If the asserted breach shall not have been cured to the satisfaction of the party providing written notice of asserted breach, that party may elect to terminate this Agreement upon written notice to the breaching party. If this Agreement is terminated, the rights and obligations of each party hereunder will terminate, provided, however, that such termination will not terminate the rights and obligations of the parties that expressly survive the termination of this Agreement, including, without limitation, the obligation of the Client to pay TNTP for expenses incurred and for all services provided pursuant to this Agreement prior to the effective date of such termination.

Section 7. Indemnification, Limitation of Liability and Subpoenas.

The Parties agree to defend and indemnify the other Party, their subsidiaries and affiliates, and hold them harmless from any and all claims, losses, damages, penalties, costs, and expenses including without limitation, settlement costs and any legal, accounting and other expenses for investigation or defending any actions or threatened actions (collectively, "Losses") to the extent such Losses were caused by (a) the intentional misconduct of a Party, its personnel, or any of their employees or agents, or (b) any

untruth, inaccuracy, fraud or material omission in any representation or warranty made by a Party. Additionally, the Client agrees to indemnify TNTP for any employment decisions made by a client related to the services provided by TNTP. Except for a party's indemnification obligations under this Agreement: (i) in no event shall either party be liable for any indirect, consequential, special, incidental or punitive damages arising from or relating to performance under this Agreement, and (ii) in no event shall either party's liability for any and all claims arising out of or relating to its performance under this Agreement exceed the amounts paid by or payable by the Client hereunder, or as allowed by law. Nothing herein is intended to limit or restrict the indemnification rights or obligations outlined in Section 7.
In no event will TNTP be liable for any loss profits, loss of use, loss of contracts or for any indirect or consequential loss or damage. TNTP will not be liable to the Client for any liability arising in connection with TNTP's services, except to the extent such liability results from TNTP's fraud or negligent conduct or intentional misconduct.

If TNTP is requested by Client or required by subpoena or similar legal process to produce TNTP's materials or personnel with respect to an engagement for Client, provided that TNTP is not a party to the proceeding, the Client will reimburse TNTP for our professional time and reasonable out of pocket expense, including the reasonable fees and out of pocket expenses of our outside counsel which we incur in responding to such a request.

Section 8. Intellectual Property Rights.

Ownership by TNTP. Title to and ownership of all work product, data, reports, and materials created by or on behalf of TNTP prior to the Effective Date of this Agreement or in the course of implementing and executing the Services, whether partial or complete, and any work product derived therefrom (collectively referred to as the "**Work**"), shall be and remain solely in TNTP except for the Client Data. The Client agrees that all Work created by will not be transferred, shared, licensed or sold by the Client to any other entity under any circumstances without the prior written consent of TNTP. TNTP shall be considered the author of the Work for purposes of copyright and only TNTP shall have the right to copyright the same. Additionally, TNTP retains all rights, title and interest in and to all processes, methods, systems, layouts, and information including TNTP's Video Library, Learning Portal, Insight, Academic Scorecard and online platforms (collectively the "**TNTP Tools**") used in creating the Work. Nothing in this Agreement shall be deemed to grant to the Client any ownership rights in the Work or the TNTP Tools, and except as expressly granted to the Client hereunder, the Client shall have no right or license with respect thereto.

Ownership by the Client. As between the Client and TNTP, the Client owns all Client Data provided to TNTP by or on behalf of Client in connection with this Agreement. The Client agrees that TNTP may use de-identified Client Data to perform its obligations hereunder and may use de-identified Client Data for its legitimate business purposes, including, without limitation, for purposes of publication, research, evaluation and presentation by TNTP.

Client Partners. The Client grants TNTP permission to share the Client Data with third party researchers, evaluators, partners and funders designated by the Client upon receiving written permission (including permission through electronic mail) from the Client.

Promotional Materials. The Client and TNTP agree that either party may use descriptions of the Services in future promotional materials and client lists, and that TNTP may explicitly identify the Client as a client of TNTP and the Services.

License to the Client. TNTP grants the Client the following limited, revocable non-exclusive, non-transferable, non-sublicensable license to use the deliverables for the Client's own internal business operations, trainings and analysis only and agree not to disclose the deliverables to any third party except as otherwise permitted under this Agreement. The Client agrees that transfer of ownership in the Deliverables will occur only after the Client's payment in full to TNTP for all services associated with the Deliverables. TNTP does not convey to Client any ownership or license rights in any TNTP IP used in performance of the Services, or in the frameworks, processes, methodologies, analytical tools and industry data and insights that may be used or developed by TNTP in the performance of the Services. The Client agrees to keep the TNTP IP confidential and nothing in this agreement shall grant any ownership rights in the TNTP IP to the Client.

License to TNTP. The Client grants TNTP a worldwide, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to use, modify, reproduce, display, transmit, distribute, publicly perform, and create derivative works of the Client Data in de-identified and/or aggregated form. The Client agrees that TNTP may use any de-identified data and metrics regarding the Client's business which are provided to TNTP by the Client or which are otherwise collected by TNTP during the course of the engagement.

TNTP may identify the Client as the source from which the data originated if it complies with the other terms in this Agreement. The Client and TNTP agree that either party may use descriptions of TNTP's Services in future promotional materials, media and client lists, and that TNTP may explicitly identify the Client as a client of TNTP.

Survival. The terms of this Intellectual Property Rights Section shall survive the termination of this Agreement.

Section 9. Data

The Parties agree that confidential or proprietary Data may be shared between the Parties and may only be used by the other Party for the purposes identified in Appendix A. The Client agrees to provide the requested data in a timely manner to ensure that project timelines are followed. The Parties agree to comply with all relevant federal, state, and local laws and regulations governing the privacy and security of personally identifiable information (including transmission of data), to the extent applicable.

The Parties agree that any disclosure of Confidential Information shall be made available only to its employees, officers, directors, financial and legal advisors, agents or representatives (Representatives) who need to know in order to further the purpose of the services addressed in this agreement and as required by law. The Parties further agree to inform its Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement. The Parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services. The Parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services.

Client recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"), TNTP is considered a School Official with a legitimate educational interest, providing services that would otherwise be performed by the Client, and under the control and direction of the Client with respect to the education records. The Client shall define the criteria for determining who constitutes a "school official" and what constitutes a "legitimate educational interest" as permitted by FERPA, broadly enough to permit the provision of the Services hereunder, and reasonably inform students or their parents of the same in accordance with 34 C.F.R. § 99.31. TNTP shall comply with all applicable provisions of the United States Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 (FERPA) in receiving and handling personally identifiable information from education records as a "school official" under FERPA.

Notwithstanding the above, Client shall not provide or make available to TNTP any student's personally identifiable information from education records (for purposes of FERPA) unless: (i) Client has obtained, with respect to each student's PII provided to TNTP, appropriate written consent to disclose such PII to TNTP, and authorization for TNTP to use such PII in connection with performing Services, and (ii) written notice identifying particular Data as PII. All personally identifiable information will be destroyed within 60 days of the termination of this agreement.

Separate from the parties' obligations with respect to student data, the Client agrees not to send TNTP any data that can identify an individual ("Personal Data") unless otherwise mutually agree that it is a requirement in order to effectuate TNTP's services under the Agreement. In such circumstances, the parties shall comply with the obligations imposed on us by applicable data privacy legislation and these paragraphs. In providing TNTP with Personal Data the Client will be acting as the data controller and will confirm that Client has complied with relevant laws and obtained all necessary consents for lawful processing, including in connection with any transfers of Client's Personal Data.

Section 10. Miscellaneous.

- TNTP's services are limited to those specifically described in the Agreement and applicable Scope of Services and do not under any circumstances constitute accounting, audit, or tax related assistance or advice, investment advice, legal advice or services (including as to the manner, if any, in which you the Client may lawfully implement any advice provided by TNTP), expert witness services.

- In any event any provision of this Agreement is held by a court to be unenforceable as written, that provision will be reformed so as to give effect to the intentions of the parties, and the other provisions of the Agreement.

- Neither the Client nor TNTP may assign their rights under this Agreement without the prior written consent of the other.

- TNTP will not be liable to the Client or to any third party, nor be deemed to have breached this Agreement, for any failure or delay in performing any of its obligations under this Agreement when such failure or delay is caused by or results from an event beyond TNTP's reasonable control, including without limitation (1) acts of God, (2) natural disasters, (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (4) governmental orders or restrictions, (5) international, national or regional emergency, (6) flood, fire, or explosion, (7) strikes, labor shortages, stoppages or slowdowns, (8) epidemics, pandemics, diseases, quarantines, or other extraordinary event which is determined to constitute an public health risk ("Force Majeure Event"). TNTP will use commercially reasonable efforts to give notice of the Force Majeure Event to the Client stating the period of time the occurrence is expected to continue, provided that (a) TNTP is able, given the nature and scope of the Force Majeure Event, to reasonably state such time period, and (b) any delay by TNTP to provide such notice or to state the time period when performance will be resumed will not negate the enforceability of this Section. Upon cessation of such Force Majeure Event, as reasonably determined by TNTP, TNTP will thereupon use commercially reasonable efforts to resume efforts to promptly perform or complete the performance of TNTP's Services hereunder as soon as reasonably practicable after the cessation or resolution of the Force Majeure Event. If TNTP's failure or delay to resume efforts to promptly perform or complete the performance remains uncured for a period of 60 days following notice given by it to Client under this Section, either party may thereafter suspend or terminate its performance under the applicable Scope of Work upon 30 days' written notice.

- All notices required by this Agreement will be in writing and either personally delivered or mailed, to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. If to TNTP, the notice will be to Michele Listokin, Interim General Counsel, Legal Department.

- This Agreement will be governed by Texas law without reference to conflicts of laws principles. The Parties agree and consent to the jurisdiction of and venue in the state or federal courts in the city of El Paso and state of Texas in all disputes arising out of or relating to this Agreement.

- This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations and agreements, if any, with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right or remedy.

- The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement may also be executed by email, or other electronic means, and so executed shall have the full force and legal effect of an original.

[Signature Page to Follow]

Signatures.

The parties, by signing below, by their duly authorized representatives confirm their acceptance of the terms and agree to execute this Agreement, which shall be effective on the Effective Date.

San Elizario Independent School District

By: _____

Date: _____

Name (print): _____

Title: _____

TNTP, Inc.

By: _____

Date: _____
Lin Johnson III
Chief Strategic Growth and Finance Officer

Schedule A
Statement of Work

GEAR UP Year 6 and 7 Scope of Work

GEAR UP Year 6

TNTP will support districts during the 2023-24 school year to design and implement an academic strategy that leverages staff development and high-quality curricula with the goal of increasing students' access to rigorous academics. TNTP will support districts to build and strengthen programs and systems of continuous improvement to facilitate sustainability of the work of the grant beyond Year 7. Each GEAR UP campus will select TNTP support services aligned to their academic strategy. Selected TNTP supports will simultaneously help fulfill Year 6 Gear Up grant objectives for professional development and coaching of core content teachers, and/or vertical teaming.

Work Stream	Baseline Expectations	Year 6 High Level Plan
Professional Development	TNTP provides the six GEAR UP districts with professional development training (train the trainer model) that is aligned to their academic strategy for districts to ensure at least 50% of secondary core content teachers receive PD.	**Increase District Capacity to Design & Implement an Academic Strategy to increase Rigor:** 1) Work with school and district leaders to develop a common understanding of 'rigor' and to plan for effective communication of this understanding as the common thread through all staff development (building on visions set in Y1-5). 2) Support districts to implement high quality curricula with fidelity to preserve intended level of rigor. 3) Support districts to design a teacher development scope and sequence for SY 23-24 that is aligned to data-driven instructional priorities articulated by the campus leader(s). 4) Support school administrators to create a plan for following up with teachers after PD to ensure incorporation into instruction and to provide support as necessary. 5) Support districts to ensure that vertical teaming is meaningfully leveraged to build staff knowledge of academic rigor in their curriculum and instructional practices. 5) Work with each district to set and monitor progress toward an academic rigor goal. 6) Support school leaders to incorporate student voice in decision making. 7) Conduct site visits in late Fall 2023 to monitor progress on increasing classroom rigor and to adapt academic strategy accordingly. 8) Conduct site visits in late Spring 2024 to collect data on increasing the percent of grade-level, standards aligned assignments, increasing high quality instruction, and increasing the percent of teachers with high expectations for their students. **Key Structures to Build District Capacity:** 1) Six PLCs to foster community, collaboration, and learning among GEAR UP Coordinators and key district staff. 2) Monthly planning meetings with each district GEAR Up team to monitor progress against the academic strategy and plan next steps. 3) Individualized planning and support sessions with districts aligned to their needs and requests. 4) Key sessions at annual retreat to plan and evaluate academic strategy.
Coaching	TNTP provides support opportunities to develop district/campus-based coaching staff to ensure: 1) there are enough coaches to provide at least 20% of secondary staff with three individualized coaching sessions, and 2) coaches use coaching practices that lead to observable teacher growth in rigorous instructional practices	
Vertical Teaming	TNTP provides support to the six GEAR UP districts for planning vertical teaming sessions that align to the academic strategy and focus on rigorous instruction.	

Work Stream	Baseline Expectations	Year 6 High Level Plan
Professional Development	TNTP provides the six GEAR UP districts with professional development training (train the trainer model) that is aligned to their academic strategy for districts to ensure at least 50% of secondary core content teachers receive PD.	**Increase District Capacity to Design & Implement an Academic Strategy to increase Rigor:** 1) Work with school and district leaders to develop a common understanding of 'rigor' and to plan for effective communication of this understanding as the common thread through all staff development (building on visions set in Y1-5). 2) Support districts to implement high quality curricula with fidelity to preserve intended level of rigor. 3) Support districts to design a teacher development scope and sequence for SY 23-24 that is aligned to data-driven instructional priorities articulated by the campus leader(s). 4) Support school administrators to create a plan for following up with teachers after PD to ensure incorporation into instruction and to provide support as necessary. 5) Support districts to ensure that vertical teaming is meaningfully leveraged to build staff knowledge of academic rigor in their curriculum and instructional practices. 5) Work with each district to set and monitor progress toward an academic rigor goal. 6) Support school leaders to incorporate student voice in decision making.
Coaching	TNTP provides support opportunities to develop district/campus-based coaching staff to ensure: 1) there are enough coaches to provide at least 20% of secondary staff with three individualized coaching sessions, and 2) coaches use coaching practices that lead to observable teacher growth in rigorous instructional practices	
Vertical Teaming	TNTP provides support to the six GEAR UP districts for planning vertical teaming sessions that align to	

	the academic strategy and focus on rigorous instruction.	7) Conduct site visits in late Fall 2023 to monitor progress on increasing classroom rigor and to adapt academic strategy accordingly. 8) Conduct site visits in late Spring 2024 to collect data on increasing the percent of grade-level, standards aligned assignments, increasing high quality instruction, and increasing the percent of teachers with high expectations for their students. **Key Structures to Build District Capacity:** 1) Six PLCs to foster community, collaboration, and learning among GEAR UP Coordinators and key district staff. 2) Monthly planning meetings with each district GEAR Up team to monitor progress against the academic strategy and plan next steps. 3) Individualized planning and support sessions with districts aligned to their needs and requests. 4) Key sessions at annual retreat to plan and evaluate academic strategy.

GEAR UP Year 7

Increase district capacity to design & implement an academic strategy to increase rigor, including the following possible supports as aligned to district need and interest:

1) Support districts to design a teacher development scope and sequence for SY 24-25 that is aligned to data-driven instructional priorities articulated by the campus leader(s).

2) Support campuses to provide high quality professional development to teachers on best practices in text-based lessons. This will include train-the-trainer and direct-to-teacher options. While designed for the ELA department, this six-part PD series will include practices that should be applied across all content areas.

3) Support instructional coaches to develop a repertoire of coaching tools, including coaching conversations, modeling, and guided practice to develop teacher skills. TNTP will support coaches to integrate their work into the teacher development strategy and align with professional development.

4) Support a vertical team of curriculum coordinators to evaluate and monitor the quality of assignments teachers provide to students with the purpose of increasing the frequency with which students have the opportunity to engage with grade-appropriate assignments.

5) Support school administrators to create a management system that assigns clear roles, responsibilities, and accountability for execution of the professional development strategy.

6) Conduct a Spring 2025 needs assessment to capture data and analyze growth in quality of instruction at each campus. Support campuses to establish 2025-26 development priorities and strategy grounded in the data.

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Ms. Sandra Sanchez, CTE Administrator
Subject: El Paso Child Guidance Center Memorandum of Understanding
Date: August 14, 2024

HISTORY:

The El Paso Child Guidance Center is seeking to partner with the San Elizario Independent School District to provide comprehensive behavioral health disorder services.

RATIONALE:

The services that will be provided by the El Paso Child Guidance Center are as follows:

- On-site Intake team (Four days per week) with rotating staff
- Trauma Informed Care (TIC) Specialist: 2 days/week; part of intake process
- Screening & Service Referral: 2 days/week; part of the intake process
- On-site Therapist: 2 days/week
- Community-based Care Coordinator provides on-site skills training between GEMS and SEHS, 2 days/week
- Additional referral to the El Paso Child Guidance Center Services

The San Elizario ISD would provide an on-cite location at San Elizario High School with a location for center staff, intake, direct services, and the opportunity to provide service presentations.

BUDGET:

There is no budget impact for this item.

ADMINISTRATIVE RECOMMENDATION:

It is the administrative recommendation that the San Elizario ISD Board of Trustees approve the memorandum of understanding with the El Paso Child Guidance Center.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

MEMORANDUM OF UNDERSTANDING & AGREEMENT

El Paso Child Guidance Center is committed to providing comprehensive behavioral health disorder services for residents living in El Paso County and West Texas (Region 10.) To accomplish these goals, we must rely on community partnerships to provide much needed services that are beyond the scope of this organization and/or to augment the services provided by El Paso Child Guidance Center. **This document represents a record of agreement to provide individuals with program services listed below between El Paso Child Guidance Center programs and the following partnering agency:**

Name of Partnering Agency/Organization/ School/Program:

San Elizario School District

Check El Paso Child Guidance Center applicable program services:

☒ Clinical Services ☐ Psychiatric Services ☒ Targeted Case Management ☒ Prevention /Intervention ☒ Intake

Description of services provided by El Paso Child Guidance Center

General Description	Specific Deliverables
On Site enrollment – once a week Onsite therapy 1-2 times per week Community based Case Manager 2 times per week. Screening & Service Referral 5 days/week Workshops for families, students, faculty and staff available as requested.	EPCGC Team will provide access to prevention, intervention, and treatment services. Therapist can provide up to 6 sessions per day. Sessions to be conducted in school or via telehealth. Care Manager can provide up to 20 hours of direct care service per week. Sessions primarily to be taken place in school, home/community; telehealth and in clinic appointments available. Trauma and Grief awareness workshops provided on request. To be conducted on site at the school/community. Parenting Classes – Cohorts in English and Spanish provided on request. To be conducted on site at the school/community.

☒ Referral	☐ Transportation	☐ Communication	☐ Financial Assistance	☒ Case Management	☒ Presentations/Sessions

2701 E. Yandell, El Paso, TX, 79903, 915-562-199
epcgc.org

Description of services provided by Partnering Agency/Organization/School/Program

General Description	Specific Deliverables
Provide coordinating support for EPCGC presence onsite at San Elizario High School. Offer opportunities for: Service presentations, trauma and grief awareness workshops, parenting classes, information dissemination, health fairs and community events. Allow center staff to work onsite campus offices: 1 office to be shared among staff. Optional additional office for virtual appointments for families linked to services.	Support for prevention, intervention, and treatment services to allow for student and family access.

☐ Referral	☐ Transportation	☐ Communication	☐ Financial Assistance	☐ Case Management	☐ Presentations/Sessions

This MOUA indicates that a referral relationship exists and will abide by the Occupations Code, Title 3, Subtitle A, Chapter 102, Subchapter A, Sec. 102.001. This MOUA does not indicate any contract, liability, or endorsement between both partnering entities. Both entities will mutually provide information regarding services provided, admission and eligibility criteria, non-duplication of services, and any other information necessary for effective placement of individuals within the guidelines of client confidentiality as specified by State and Federal laws and regulations, specifically the Federal Regulations on Confidentiality of Alcohol and Substance Abuse Patient Records (Federal Register, General Provisions Title 42, Chapter 1, Part 2), Health Insurance Portability and Accountability Act (HIPAA), and any other requirements as mandated by existing protocols.

This MOUA recognizes that referred individuals are responsible for any fees or payments if any apply. This agreement will be in effect for three years from the date of full execution or may be terminated by either entity with thirty (30) days written notice.

Signature:	_____	**Signature:**	_____
Name:	_____	**Name:**	**Cathy Gaytan, LCSW-S**
Title:	_____	**Title:**	**Chief Executive Officer**
Entity:	_____	**Entity:**	**El Paso Child Guidance Center**
Phone:	_____	**Phone:**	
Email:	_____	**Email:**	

Start Date: _____ End Date: _____

MOUA Renewal Required 1-Year after Start Date*

Form ID: ADM-MOUA-01
2020

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Sandra Sanchez, CTE Administrator
Subject: Effective Advising Framework (EAF) Stipends
Date: August 14, 2024

HISTORY: ESC Region 19 reached out to the El Paso Region Districts to participate in the Effective Advising Framework (EAF) Grant. They specifically wanted to assist the rural communities. After further review with immediate administration, we moved forward with the participation of the Effective Advising Framework Grant. The following documentation was provided to ESC Region 19 representatives who forwarded the information to The Texas Education Agency (TEA) and TNTP:

The Effective Advising Framework Diagnostic Overview:
Part I – Data Collection
Part 2 – Analysis and Reflection.

The pilot planning phase occurred during the 2023-2024 school year. The approval of this grant program has allowed us to evaluate our counseling program and target the areas of need to better serve our students. As the project lead, I have collaborated with the committee to target CCMR, career pathways infrastructure, work-based learning, educational attainment, dual enrollment, grade-level expectations and progress, school counselor support, advising program, school culture of advising, external partnerships, advising materials, advising caseloads, family engagement, and send surveys to students and parents. The EAF Steering Committee members have also attended planning meetings as part of the grant requirements. Stipends are provided yearly to the EAF Steering Committee through the grant. A check is sent by ESC Region 19 to SEISD for distribution to eligible employees.

The 2023-2024 stipend amounts are as follows:
EAF Planning Committee Members: $2,500
EAF Planning Committee Project Lead: $5,000

The 2024-2025 stipend amounts are as follows:
EAF Planning Committee Members: $5,000
EAF Planning Committee CTE Administrator: $5,000
EAF Planning Committee Project Lead: $10,000

As of 7/17/2024, the funds have been received by SEISD. These funds cover the payment of stipends for the 2023-2024 school year.

The Board of Trustees received the information related to the EAF Grant during the June 2024 Board Meeting.

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

RATIONALE: The EAF Committee has met to prepare for the continuation of this grant for the 2024-2025 school year. This grant will continue to provide funds which can be used to support the district counseling program and provide stipends to the EAF Steering Committee. The committee consists of counselors, an administrator, and myself. The grant will continue to assist us in further aligning the district counselors, receive counseling support and resources, support the requirements on the T-SCESS, support the Texas Counseling Model and PD. Furthermore, this grant will support our counselors to grow and improve the service they provide to the students.

BUDGET: There is no budget impact, the stipends will be paid through the EAF Grant funds.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve the payment of the stipends for the EAF Steering Committee for 2023-2024 and 2024-2025 years as presented.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition
☐ Attachment Included

23-24 Effective Advising Planning Grant Agreement

This agreement is written by and between:

Education Service Center- Region 19, hereinafter referred to as "ESC", and

San Elizario Independent School District, hereinafter referred to as "District",

regarding the 2023-2024 Effective Advising Planning Grant.

This agreement provides the core functions required of the ESC and District within the Effective Advising Planning Grant. By signing this document, the identified organization(s) commit to the roles and responsibilities as outlined below. This agreement will go into effect on August 1, 2023, or on the start date of the grant, whichever is earlier, and will terminate at the end of the grant period.

Purpose of this grant program:

The Carl D. Perkins Career and Technical Education Act is intended to expand opportunities for every student to complete career and education pathways that lead to credentials with value in the labor market. The planning and implementation of an individual student planning system within the context of a comprehensive school counseling program in a school district is essential to students' academic, career, personal, and social development. This grant project supports school districts in the leadership and planning of an individual student planning system, aligned to the Effective Advising Framework (EAF), with technical assistance provided by Effective Advising Framework Coaches (EAF Coaches).

Effective Advising Planning Grant Roles and Responsibilities

Education Service Centers agrees to the following key functions:

1. Serve as fiscal agents and grant leads throughout the grant period; and
2. Identify a staff member to serve as the EAF Coach throughout the grant period and reserve the necessary capacity for all staff to meet grant requirements.

EAF Coaches agrees to the following key functions:

1. Complete all TEA grant requirements to achieve EAF Coach Designation with Distinction;
2. Lead the district in the completion of a Diagnostic and Gap Analysis and provide suggestions and support for areas of focus;
3. Provide technical assistance and coaching to the district's Project Lead and Steering Committee to support completion of the EAF Implementation Plan; and
4. Oversee the timely completion of all grant deliverables.

The District agrees to the following key functions:

1. Identify a certified school counselor or administrator to serve as the Project Lead throughout the grant period who will be responsible for submission of grant deliverables to the EAF Coach;
2. Provide the Project Lead with the necessary capacity, support, and authority to convene and lead an Effective Advising Steering Committee;
3. Identify an Effective Advising Steering Committee representing elementary and secondary levels, which is made up of at least one administrator, one certified school counselor, one Career and Technical Education representative, and one representative of programs serving special populations; and

4. Provide the Steering Committee Members with the time and capacity to support the completion of all grant requirements with fidelity, including the training on each component, under the direction of the Project Lead.

The Project Lead agrees to the following key functions:

1. Serve as the district's representative for effective advising in the context of the district's comprehensive school counseling program;
2. Work closely with and complete all grant requirements set forth by the EAF Coach; and
3. Convene and coordinate the work of an Effective Advising Steering Committee.

District Effective Advising Steering Committee

Identify the staff members within the district who will serve on the Effective Advising Steering Committee. Indicate their level of involvement in the planning of the Effective Advising System.

The Effective Advising Steering Committee represents elementary and secondary levels and includes, but is not limited to, one certified professional school counselor, one administrator, a representative of career and technical education, and a representative of students from special populations.

Team Member 1 (Project Lead, required, certified school counselor or administrator with knowledge of comprehensive school counseling programs)

Name	Title	Approximate Hours per Month allocated to EAF	Stipend Amount
Sandra Sanchez	CTE Administrator	24 hours	$5,000

Email address: ssanchez@seisd.net

Team Member 2 (required, certified school counselor or administrator)

Name	Title	Approximate Hours per Month allocated to EAF	Stipend Amount
Troy Enriquez	High School Principal	12 hours	$2,500

Email address: tenriquez@seisd.net

Team Member 3 (required, CTE representative)

Name	Title	Approximate Hours per Month allocated to EAF	Stipend Amount
Patricia Villareal	High School Counselor	12 hours	$2,500

Email address: pvillarreal@seisd.net

Team Member 4 (required, Special Populations representative)

Name	Title	Approximate Hours per Month allocated to EAF	Stipend Amount
Jeffery Seay	SPED Counselor	12 hours	$2,500

Email address: jseay@seisd.net

Effective Advising Planning Grant Staff Contact Sheet

ESC Information:

Name of ESC	ESC Region 19
Name of Authorized Representative	Sonia Eubank
Authorized Representative Title	Associate Executive Director of Support Services
Authorized Representative Email	seubank@esc19.net
Authorized Representative Phone Number	(915) 780-6571
Name of EAF Coach	Nicole Morales
EAF Coach Title	Professional Development Consultant
EAF Coach Email	nmorales@esc19.net
EAF Coach Phone Number	(915) 780-5334

District Information:

Name of District	San Elizario Independent School District
Name of Authorized Representative	Sandra Sanchez
Authorized Representative Title	CTE Administrator
Authorized Representative Email	ssanchez@selsd.net
Authorized Representative Phone Number	915-872-3900 Ext 3844
Name of Project Lead	Sandra Sanchez
Project Lead Title	CTE Administrator
Project Lead Email	ssanchez@selsd.net
Project Lead Phone Number	915-872-3900 Ext 3844

Team Member 5 (optional)

Name	Title	Approximate Hours per Month allocated to EAF	Stipend Amount
Marisol Galarza	Middle School Counselor	12 hours	$2,500

Email address: mgalarza@selsd.net

Team Member 6 (optional)

Name	Title	Approximate Hours per Month allocated to EAF	Stipend Amount
Nora Garcia	Elementary School Counselor	12 hours	$2,500

Email address: nogarcia@selsd.net

**Add additional Team Members on a separate document as needed, and attach to this agreement.*

By signing this agreement, the identified party agrees to the roles and responsibilities that are outlined in this document and understand the importance of their roles and responsibilities in the success of this grant project. If either party chooses to terminate this agreement prior to the end of the grant period, a written notice which meets the requirements set forth by the Texas Education Agency (TEA) must be provided with a minimum 30-day notice. If any staff person named on page 3 of this agreement changes, written notice will be provided to the other party with a minimum 30-day notice.

ESC Signatures

ESC Authorized Representative

Name Sonia Eubank ESC 19 Title Associate Executive Director

Signature _____ Date _____

EAF Coach

Name Nicole Morales ESC 19 Title Professional Development Consultant

Signature _____ Date _____

District Signatures

District Authorized Representative

Name Sandra Sanchez Title CTE Administrator

Signature Jeannie Mz Chavez Date 6/30/23 7/24/24

Project Lead

Name Sandra Sanchez Title CTE Administrator

Signature _____ Date 6/30/23

24-25 Effective Advising Implementation Grant Agreement

This agreement is written by and between:

Region 19, hereinafter referred to as "ESC", and

San Elizarion ISD, hereinafter referred to as "District",

regarding the 2024-2025 Effective Advising Implementation Grant.

This agreement provides the core functions required of the ESC and District within the Effective Advising Implementation Grant. By signing this document, the identified organization(s) commit to the roles and responsibilities as outlined below. This agreement will go into effect on the start date of the grant and will terminate at the end of the grant period.

Purpose of this grant program:

The Effective Advising Framework (EAF) supports the development and implementation of an individual student planning system within the context of a comprehensive school counseling program. This grant project supports school districts in the implementation of their EAF priorities in grades 5-12. Districts will be supported by an Effective Advising Framework Implementation Coach (EAF Coach) at the ESC who will monitor, support, and coach the district through EAF implementation aligned to the essential actions and key practices of the Effective Advising Framework. The intended outcome of this program is to improve the district's individual student planning system and to measure the impact of individual student planning when implemented with fidelity.

Effective Advising Implementation Grant Roles and Responsibilities

The ESC agrees to the following key functions:

1. Identify an EAF Implementation Coach to serve the school district as a coach and technical service provider through the grant project. The EAF Implementation Coach should possess a strong understanding of counseling and advising practices to support academic and career development in a K-12 setting. The EAF Coach should have positive rapport with districts in the region and experience coordinating, convening, and communicating with districts on projects. The Coach may or may not be a certified school counselor but should have a strong understanding of comprehensive school counseling programs as defined by the Texas Model for Comprehensive School Counseling; and
2. Provide the identified EAF Implementation Coach with the necessary time and support to successfully accomplish all grant deliverables.

EAF Implementation Coach agrees to the following key functions:

1. Support the district's effective advising implementation and seek out opportunities to develop or connect districts to tools, resources, services, and programs as defined in the program guidelines;
2. Support the district in all identified priorities by encouraging key practices aligned to the EAF;
3. Provide technical assistance and coaching to the district's Project Lead to ensure they are equipped to successfully complete grant deliverables;

4. Support communications across multiple districts in the region to share best practices and foster a regional community of practice for effective advising; and
5. Work toward Coach Designation with or without Distinction, which includes engaging in statewide training opportunities, coaching districts toward high-quality grant deliverables, and receiving a satisfactory rating from district feedback surveys.

The District agrees to the following key functions:

1. Identify a school counselor or administrator to serve as the Project Lead throughout the grant period who will be responsible for submission of grant deliverables;
2. Provide the Project Lead with the necessary capacity, support, and authority to convene and lead an Effective Advising Steering Committee;
3. Identify an Effective Advising Steering Committee representing elementary and secondary levels, which is made up of at least one administrator, one certified school counselor, one Career and Technical Education representative, and one representative of programs serving special populations;
4. Provide the Steering Committee Members with the time and capacity to support the completion of all grant requirements with fidelity, including any necessary training, under the direction of the Project Lead; and
5. Foster an internal culture of advising and buy-in to support implementation of the grant project.

The Project Lead agrees to the following key functions:

1. Serve as the district's representative for effective advising in the context of the district's comprehensive school counseling program;
2. Convene and coordinate the work of an Effective Advising Steering Committee;
3. Coordinate with, and receive coaching from, the EAF Implementation Coach; and
4. Oversee, monitor, and track results of the implementation of identified EAF Priorities and completion of all required grant deliverables.

Effective Advising Implementation Grant Staff Contact Sheet

ESC Information:

Name of ESC	Region 19 ESC
Name of Authorized Representative	Angie Haro
Authorized Representative Title	Director of Information & Instruction Tech Svcs
Authorized Representative Email	aharo@esc19.net
Authorized Representative Phone Number	915-780-6505
Name of EAF Coach	Nicole Morales
EAF Coach Title	Professional Development Consultant
EAF Coach Email	nmorales@esc19.net
EAF Coach Phone Number	915-780-5387

District Information:

Name of District	San Elizario ISD
Name of Authorized Representative	Dr. Jeannie Meza-Chavez
Authorized Representative Title	Superintendent
Authorized Representative Email	jmeza-chavez@seisd.net
Authorized Representative Phone Number	915-872-3900
Name of Project Lead	Sandra Sanchez
Project Lead Title	CTE Administrator
Project Lead Email	ssanchez@seisd.net
Project Lead Phone Number	915-872-3900

District Effective Advising Steering Committee

Identify the staff members within the district who will serve on the Effective Advising Steering Committee. Indicate their level of involvement in the implementation of the Effective Advising System.

The Effective Advising Steering Committee represents elementary and secondary levels and includes, but is not limited to, one certified professional school counselor, one administrator, a representative of career and technical education, and a representative of students from special populations. Consider including someone from the finance department to support implementation.

Team Member 1 (Project Lead, required, certified school counselor or administrator with knowledge of comprehensive school counseling programs) - ***Project Lead and CTE Representative***

Name	**Title**	**Approximate Hours per Month allocated to EAF**	**Stipend Amount**
Sandra Sanchez	CTE Administrator	24 hours	$15,000

Email address: ssanchez@seisd.net

Team Member 2 (required, certified school counselor or administrator)

Name	**Title**	**Approximate Hours per Month allocated to EAF**	**Stipend Amount**
Troy Enriquez	Principal	12 Hours	$5,000

Email address: tenriquez@seisd.net

Team Member 3 (required, CTE representative) - ***see above, School Counselor***

Name	**Title**	**Approximate Hours per Month allocated to EAF**	**Stipend Amount**
Patricia Villarreal	High School Counselor	12 Hours	$5,000

Email address: pvillarreal@seisd.net

Team Member 4 (required, Special Populations representative)

Name	**Title**	**Approximate Hours per Month allocated to EAF**	**Stipend Amount**
Jeffery Seay	SPED Counselor	12 Hours	$5,000

Email address: jseay@seisd.net

Team Member 5 (optional)

Name	**Title**	**Approximate Hours per Month allocated to EAF**	**Stipend Amount**
Marisol Galarza	Middle School Counselor	12 Hours	$5,000

Email address: Marisol Garcia

Team Member 6 (optional)

Name	**Title**	**Approximate Hours per Month allocated to EAF**	**Stipend Amount**
Nora Garcia	Elementary Counselor	12 Hours	$5,000

Email address: Marisol Garcia

**Add additional Team Members on a separate document as needed and attach to this agreement.*

By signing this agreement, the identified party agrees to the roles and responsibilities that are outlined in this document and understands the importance of their roles and responsibilities in the success of this grant project. If either party terminates this agreement before the grant period ends, a written notice which meets the requirements set forth by the Texas Education Agency (TEA) must be provided with a minimum 30-day notice. If any staff person named on page 3 of this agreement changes, written notice will be provided to the other party with a minimum 30-day notice.

ESC Signatures

ESC Authorized Representative

Name _____ ESC_____ Title _____

Signature _____ Date_____

EAF Coach

Name _____ ESC_____ Title _____

Signature _____ Date_____

District Signatures

District Authorized Representative

Name _____ Title _____

Signature _____ Date_____

Project Lead

Name _____ Title _____

Signature _____ Date_____

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Sandra Sanchez, CTE Administrator
Subject: Workforce Solutions Borderplex (WSB) Work Experience Agreement
Date: August 14, 2024

HISTORY:

CTE has continuously been working with various industry partners in the past years. One of our partners is Workforce Solutions Borderplex. They are part of our SEISD CTE Advisory Board. They have reached out to us to see if we would like to participate their new program called "Nextforce." This program will support those students that are about to graduate and those that have dropped out. It would be a great assistance to getting students to return and graduate.

RATIONALE:

This is great opportunity for the San Elizario District. ESSER funds are coming to an end and the District will be left with areas that will need support. With WSB-Next Force we will be able to get interns that the District can use to fill a vacancy and at the same time provide the intern a much needed experience. This will create a positive culture in which the San Elizario School District is helping both the recent graduates and leavers to graduate by assisting them reach the next part of their career.

BUDGET:

No Cost – Workforce Solutions Borderplex will pay the interns.

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is for the Board of Trustees to approve the WSB Work Experience agreement as presented.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition
☐ Attachment Included

WORK EXPERIENCE AGREEMENT

Employer Name		**Worksite Location**		**Job Title**	
Participant Name		**Start Date**		**End Date (on or about)**	
Hourly Pay Rate		**Maximum Hours:**		**Maximum Value:**	

Workday	***SUN***	***MON***	***TUE***	***WED***	***THUR***	***FRI***	***SAT***
Daily Work Schedule	am	am	am	am	am	am	am
	pm	pm	pm	pm	pm	pm	pm
Total Scheduled Hours Per Week (Not to Exceed 40 Hours):							

Job Description and Duties: (as provided by employer & validated by WSB)

EMPLOYER (WORK SITE) ROLES AND RESPONSIBILITIES

Main Point of Contact – Immediate Supervisor		**Phone Number:**		**Email:**	

Responsibilities of WORKSITE:

1. **WORKSITE** assures that **Workforce Solutions Borderplex** Participants will receive meaningful work experience in a fully supervised and safe working environment.
2. **WORKSITE** agrees to provide one (1) **WORKSITE** supervisor for Participants and designate at least a single alternate supervisor. The **WORKSITE** supervisor, whose qualifications are commensurate with the job specifications, shall be present during Employee Participant's hours of work. In addition,

- **WORKSITE** will comply with the regulations set forth in the Supervisor Handbook.
- Work hours may vary based on the needs of the **WORKSITE**, **up to 40 hours per week**
- No Employee Participant shall work for more hours than stipulated under the terms of the AGREEMENT. At no time shall an Employee Participant be required to work, or be compensated for work in excess of 40 hours of work per week**. Any compensation for work that may occur in excess of 40 hours shall be the sole responsibility of the WORKSITE, and paid by the WORKSITE in accordance with applicable laws or regulations governing wages and hours, to include but not limited to rules set forth by the Fair Labor Standards Act (FLSA).**
- **WORKSITE** shall have sufficient equipment and materials to perform the assigned job and sufficient meaningful work to occupy Employee Participant time during working hours.
- **WORKSITE** supervisor or alternate supervisor shall sign time and attendance records on a weekly basis, verifying the accuracy of time worked. **WORKSITE** agrees to accept direct financial responsibility for overpayment of wages resulting from negligence and/or misrepresentation of actual time worked.
- **WORKSITE** supervisor shall meet one-on-one with Employee Participant at least once a week to discuss Employee Participant's progress and complete the performance appraisal as required.
- **WORKSITE** supervisor shall provide feedback through a Workforce Evaluation form to **Workforce Solutions** Borderplex staff during the participants third week of work experience/internship.
- **WORKSITE** supervisor shall provide a completion report form to **Workforce Solutions Borderplex** staff once the participants work experience/internship has been completed.
- **WORKSITE** will agree to comply with all employment laws.
- **WORKSITE** will agree to accept the Non-Disclosure agreement provided in Appendix A.

3. **WORKSITE** agrees to post job description, emergency contact information and Child Labor Law poster in the work area of each Employee Participant. An alternate plan in case of inclement weather shall be listed on the job description of any assignment that involves mostly outdoor employment.

4. **WORKSITE** agrees to maintain the confidentiality of any and all information regarding Participants or their immediate families. **WORKSITE** shall not release any information to any other agency, entity, person or business without the specific approval of the Employee Participant's parent or guardian. In the event that WORKSITE receives a request under the Texas Public Information Act related to such information, WORKSITE agrees to notify Workforce Solutions so that interested parties may contact the Attorney General of Texas regarding the potential release of such information.

5. **Records and Reports**: At such times and in such forms as the Federal Government, State, or the **Workforce Solutions Borderplex** may require, the **WORKSITE** shall furnish statements, records, reports, data, and/or information pertaining to matters covered by the AGREEMENT, or related to implementation of the AGREEMENT.

6. **Project Monitoring and Project Close-Out:** At any time during the term of this AGREEMENT, **WORKSITE** shall permit the Secretary of Labor, the Comptroller General, **Workforce Solutions**

Borderplex or their authorized representative to monitor project performance pursuant to the terms of this **AGREEMENT.**

7. **Work Environment:** As our Work Experience and Subsidized Employment participants are provided through a federally funded work readiness program, we are required to provide a safe and healthy work environment. As a Worksite Employer for participants of this program, please certify that you:

- Promote frequent and thorough hand washing, including by providing workers, customers, and worksite visitors with a place to wash their hands. If soap and running water are not immediately available, provide alcohol-based hand rubs containing at least 60% alcohol.
- Encourage workers to stay home if they are sick.
- Encourage respiratory etiquette, including covering coughs and sneezes.
- Provide customers and the public with tissues and trash receptacles.
- Encourage physical distance among employees and between employees and others if state and local health authorities recommend the use of social distancing strategies.
- Discourage workers from using other workers' phones, desks, offices, or other work tools and equipment, when possible.
- Maintain regular housekeeping practices including routine cleaning and disinfecting of surfaces, equipment and other elements of the work environment.
- Provide Personal Protective Equipment (PPE), such as masks and gloves, as needed.
- Maintain policies requiring employees to report when they are sick or experiencing symptoms of COVID-19.
- Notify workers and Grant Associates if anyone at the worksite is diagnosed with COVID-19

PARTICIPANT ROLES AND RESPONSIBILITIES

Include any other role & responsibilities, like reporting to work on time and as instructed, communicate with Case Manager with any questions or supportive services, etc…

Nondisclosure Agreement (NDA)

As part of your opportunity to participate in the Work Experience Program through Workforce Solutions Borderplex ("WSB") and its contractors and partners, you will have access to Confidential Information of the Worksite where you are assigned for your internship and work experience.

This Workforce Program Participant Nondisclosure Agreement (NDA) is written as an agreement between you, on the one hand, the WSB, on the other, to protect any Confidential Information of the Worksite where you perform your work experience.

An NDA is a binding contract to prevent sensitive information being disclosed. This NDA is a promise by you not to talk about, post on social media, discuss with family/friends, or otherwise publish Confidential Information from your Worksite. An NDA is often referred to as a "confidentiality agreement."

The Confidential Information of your Worksite includes any type of data, information, or documentation (in electronic or paper form) that is treated as confidential under the law or by your Worksite. Confidential Information includes any personal information about others you obtain through your Worksite that would constitute an invasion of privacy for you to discuss or release outside of work. Confidential Information includes private or sensitive internal business and operational information for your Worksite. Examples of Confidential Information protected by this NDA are:

- Names, addresses, telephone numbers, and emails of customers, suppliers, participants
- Any private personal information of others, such as dates of birth, social security numbers, driver's license numbers, family membership, income, health information, insurance information, test results, financial information.
- Internal corporate information such as financial information, sales information, strategies, legal matters, auditor information.
- Trade secrets, meaning any type of device, plan, program, app, that was developed and owned by your Worksite for its business.
- Business plans or strategies.

In return for WSB's agreement to provide you with a paid Work Experience, you agree in return to keep your Worksite's Confidential Information strictly confidential.

By your signature below, you are confirming that you have read, reviewed, and agree that:

- You will keep your Worksite's Confidential Information in strict confidence, protect the security, integrity, and confidentiality of the Confidential Information and not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information.

- You understand and agree that your Worksite owns its Confidential Information. This means you cannot use or take Confidential Information with you at the end of your Work Experience.

- You agree not to make unauthorized copies of or take Confidential Information and that you will not retain or keep any Confidential Information after your Work Experience ends.

- The obligation to keep Confidential Information confidential extends beyond your Work Experience for a minimum period of 10 years.

- Violations of this NDA may lead to financial penalties and termination of your Work Experience.

This NDA is in addition to any policies or agreements provided by your Worksite, and supplements any applicable law governing the confidentiality of your Worksite's information or property.

WORKFORCE SOLUTIONS BORDERPLEX ROLES AND RESPONSIBILITIES

1. Workforce Solutions shall identify and refer Participants to the WORKSITE and shall provide subsequent support and assistance to the WORKSITE as needed during the operation of this program:
   - Provide case management to the Participants and identify barrier to employment for successful completion.
   - Support of general supervision to include ongoing feedback to both WORKSITE and supervisor.

2. Grant Associates designated subcontractor shall provide check-writing or electronic transfer of payroll services for Participant work activity according to a standard payroll schedule. Grant Associates designated subcontractor shall retain personnel files on all with the following contents:
   - Certificate of I-9/Employment Eligibility
   - Copy of Social Security Card
   - Participant Pay Rate
   - Signed Acknowledgement Grievance/Complaint Procedure
   - Consent for Criminal Background Check
   - Pre-Employment Drug Screening Information (or Wavier thereof) Management of critical incidents as the employer of record.
   - Timesheet management to include receipt and processing of said documents.
   - Worksite injury and Workers' Compensation coordination.
   - Review of worksite safety to include compliance with Wage and Hour and Federal/State Labor Law requirements.

3. Workforce Solutions will supply time sheets and performance appraisal templates.

4. Grant Associates designated subcontractor shall be considered the employer of record for the Participants placed on worksites per this Agreement and be responsible for all compensation to the Participants for work experience/internship activities at a WORKSITE location. In addition, Grant Associates designated subcontractor will assume responsibility for Workers' Compensation liability. The Grant Associates designated subcontractor will agree to comply with all employment laws and be solely responsible for any employment-related claims by the participants.

5. Workforce Solutions Borderplex will conduct a job analysis prior to the placement of an Employee Participant in work experience/internship, and develop a job description and specifications, if they do not already exist.

ALL PARTIES AGREEMENT

This AGREEMENT is entered into between _hereinafter referred to as the work experience/internship "WORKSITE," and Workforce Solutions Borderplex, a non-profit corporation organized under the laws of the State of Texas hereafter referred to as "Workforce Solutions Borderplex."

WITNESSETH:

It is the intent of this AGREEMENT to provide Workforce Solutions Borderplex and the WORKSITE an overview of the administrative and operational structure for the employment component of the work experience/internship program. Working with the targeted populations in the Local Workforce Development Area, Workforce Solutions Borderplex has received under contract federal funds to support an area work experience/internship program for eligible participants using non-profit, public and private employer worksites.

WHEREAS, The Congress of the United States has enacted the Workforce Innovation and Opportunity Act of 2014, Public Law 113- 128 (H.R. 803), hereinafter referred to as the "ACT"; and,

WHEREAS, Grant Associates has entered into a financial agreement with the Workforce Solutions Borderplex Workforce Development Board to provide for the delivery of services in local area for the operation of a work experience/internship program, and,

WHEREAS, Grant Associates designated subcontractor shall be considered the employer of record for the Participants placed on worksites per this Agreement and be responsible for all compensation to the Participants for work experience/internship activities at a WORKSITE location.

WHEREAS, the Local Area's plan identifies a need for an employment program offering Work Experience/Internships for eligible and identified participants; and,

WHEREAS, Grant Associates designated subcontractor is ready, willing and able to provide payroll services and Workers' Compensation coverage for this experience for those Participants working at the WORKSITE locations as the Employer of Record,

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this AGREEMENT, and subject to the terms, conditions and assurances as herein set forth, the parties do hereby agree as follows:

B. GENERAL TERMS

Agreement Period:
The term of this Agreement will be from the date of the last signature below and shall continue for a period as outlined in the agreement. Thereafter, this Agreement will automatically renew on a year-to-year basis, not to exceed three (3) year renewals.

Provisions:
If any provisions of this AGREEMENT are found to be in violation of local, state, or federal rule, law or regulation, the AGREEMENT shall be changed to comply with such law, rule or regulation.

Complaint Procedure:
Participants enrolled in Workforce Solutions Borderplex program services shall not be considered employees of the WORKSITE. Should the WORKSITE have any dissatisfaction, concern, or complaint about the manner in which the Workforce Solutions Borderplex Participants are performing responsibilities under this AGREEMENT, those matters shall be communicated to the designated Workforce Solutions Borderplex representative for appropriate action as deemed necessary.

Termination of Agreement:
Given the short-term operating period of work experience/internship programs, this AGREEMENT may be terminated by either party with written notice to the other party or by mutual agreement of both parties within 30 days of receipt of said notice.

Performance of Conditions:
Workforce Solutions Borderplex and the WORKSITE certify that all conditions precedent to the valid execution of the AGREEMENT or its parts has been satisfied. WORKSITE assures it possesses legal authority to participate in this AGREEMENT.

Laws Applicable:
It is the intent of the parties hereto that the terms and conditions of this AGREEMENT, and the work to be performed hereunder, are subject to the applicable provisions of Federal law, and any rules and regulations lawfully promulgated hereunder, and to all applicable state and local laws, ordinances, rules and regulations.

Compliance with WIOA:
WORKSITE agrees it will comply with the requirements of the Workforce Innovation and Opportunity Act of 2014 (P.L. 113-128), and with regulations and policies promulgated hereunder. Per the terms of this AGREEMENT, the WORKSITE, by signing this AGREEMENT, will comply with the following specific requirements required to provide services under the ACT.

- Maintenance of Effort: The WORKSITE will only provide services under this AGREEMENT, which in the absence of said AGREEMENT would not have been available to the Participants.
- Non-Displacement of Workers: The WORKSITE certifies that by entering into this AGREEMENT, no permanent full-time employee was displaced from their employment as a result of the terms of this AGREEMENT.
- Prohibition of Political Activities: All employees whose employment directly resulted from AGREEMENT funding shall not be involved in any political activities to include candidate and/or campaign support.
- Lobbying. The WORKSITE shall not use funds and/or human resources to promote or initiate any activity tied to lobbying efforts related to local, state and/or federal politics.

- Sectarian Activities. The WORKSITE shall not provide employment or training in sectarian activities and/or use contract resources to promote such activities.
- Union Activities. The WORKSITE shall not use any funds or resources provided under this AGREEMENT to assist, promote or deter union organizing and/or affect a collective bargaining process.

Rights and Remedies Not Waived:
Payment of wages by Grant Associates designated subcontractor shall not be construed as a waiver by the WORKSITE of their responsibility to provide competent management of Participants in this work-based activity. Although Grant Associates designated subcontractor shall be recognized as the employer of record of the Participants, the WORKSITE will maintain responsibility for direct supervision to include the maintenance of a safe and healthy working environment for Participants.

C. AGREEMENT EXECUTION:

The parties hereto have caused the AGREEMENT to be executed effective on the date last signed by the parties. The undersigned is an authorized representative of the Worksite Employer and hereby attests that the information set forth above is true and correct, to the best of his/her knowledge.

WORKSITE
Attest (Signature) Name
Title Date

PARTICIPANT
Attest (Signature) Name
Date

WORKFORCE SOLUTIONS BORDERPLEX
Attest (Signature) Name
Title Date

Internal Reference Only

Participant ID Funding Source

Regular Meeting

Wednesday, June 12, 2024 5:30 PM
SEISD Administration Office, 1050 Chicken Ranch Road, San Elizario, TX 79849

1. **GENERAL FUNCTIONS**

1.A. Call Meeting to Order

Meeting was called to order at 5:30 p.m.

1.B. Roll Call

The following Board of Trustees were present:

Mr. Eduardo Chavez, Board President
Ms. Myrna Hernandez, Board Vice-President
Mr. Lorenzo Luevano, Board Trustee
Ms. Guadalupe Caro, Board Trustee
Mr. Axel Lopez, Board Trustee
Ms. Monica Chavez, Board Trustee

The following Board of Trustee was absent:
Ms. Sandra Licon, Board Secretary

Dr. Jeannie Meza-Chavez, Superintendent, was also in attendance.

1.C. The Pledge of Allegiance

1.D. Texas Pledge of Allegiance

1.E. **San Elizario ISD Mission Statement**
San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district.

2. **OPEN FORUM** (five-minute limit)

2.A. Dr. Rogelio Segovia, Associate Superintendent, recognized Ms. Maria Carrillo for receiving the Teacher Incentive Allotment.

3. **DISTRICT RECOGNITIONS**

3.A. Board of Trustees - Team of 8 Training Completion

Dr. Jeannie Meza-Chavez, Superintendent, recognized the Board of Trustees for

completing the Team of 8 Training.

3.B. Recognition of STEM Tank Event

3.B.1. District Coordinator - Ms. Deborah Cortez, Instructional Officer

Dr. Jeannie Meza-Chavez and Dr. Rogelio Segovia recognized Ms. Deborah Cortez for her continued support by coordinating the STEM Tank Event.

3.B.2. Top Winners

Ms. Deborah Cortez recognized the Top Winners for the STEM Tank Event.

3.C. Career and Technology Education Recognitions

Ms. Sandra Sanchez, Career and Technical Education Administrator, recognized the students who received a program certification or license.

3.C.1. Emergency Medical Technician Certification

3.C.2. Cosmetology Operator License

3.C.3. Culinary Arts ServSafe Manager Certification

3.C.4. Business Management

3.C.4.a. Administrative Assistant Certification

3.C.4.b. Microsoft Office Word Expert

3.C.5. Plumbing

3.C.5.a. National Center for Construction Education and Research Core Certification

3.C.5.b. OSHA 30 Certification

3.C.6. Graphic Design Illustrator Certification

3.D. Recognition of Teacher and Employee of the Month for Alfonso Borrego, Sr. Elementary School

Ms. Lydia Sandate, Assistant Principal, Alfonso Borrego, Sr., recognized Ms. Sarah Guillen as Teacher of the Month and Ms. Miriam Padilla as Employee of the Month at Alfonso Borrego, Sr. Elementary.

3.D.1. Teacher of the Month - Sarah Guillen

3.D.2. Employee of the Month - Miriam Padilla

4. **NEW BUSINESS / BOARD ACTION ITEMS**

4.A. Student Outcome Goals

4.A.1. Alfonso Borrego, Sr. Elementary School - Monitoring Student Progress

Ms. Martha Santana-Garcia, Principal, Alfonso Borrego, Sr., presented the Alfonso Borrego, Sr. Elementary School Monitoring Student Progress presentation.

Mr. Eduardo Chavez asked how she would handle future behavioral issues similar to the issues her campus had this school year.

Ms. Santana stated she will start the upcoming year with the necessary preventive presentations and adult visibility.

4.B. Discussion and possible board action to approve the revised San Elizario Independent School District Mission Statement

Ms. Lisa Renegar presented the revised San Elizario Independent School District Mission Statement options.

Mr. Lorenzo Luevano made a motion to select "The mission of the San Elizario Independent School District is to graduate students with innovative skills for 21st-century careers by focusing on academic and social skills, fostering transformative practices, and building community support through positive relationships between home and school." as the new San Elizario Independent School District Mission Statement.

Ms. Monica Chavez seconded the motion.

Motion Passed.

4.C. Annual Review of the Board Operating Procedures Revision Update

Dr. Jeannie Meza-Chavez asked if any had any feedback or revisions to the Board

Operating Procedures.

No discussion.

4.D. Discussion and Presentation/Update on the Elementary and Secondary School Emergency Relief Fund (ESSER III)

Mr. Edgar Ponce presented the update on the Elementary and Secondary School Emergency Relief Fund (ESSER III).

Mr. Eduardo Chavez asked if the e-sports will be regulated using similar UIL requirements to be able to participate.

Mr. Edgar Ponce stated a plan is in the works on how to effectively start enrolling students into this program.

Dr. Rogelio Segovia stated P&I is trying to find a course for students to be able earn credit. If the course cannot be found then the program will be established as a club. Similar UIL guidelines will be used for students to be eligible to participate.

Dr. Jeannie Meza-Chavez stated the e-sports lab will be up to par with other school district labs.

4.E. Public comment and input on the Elementary and Secondary School Emergency Relief Fund (ESSER III)

Mr. Edgar Ponce opened the floor for public comment and input.

No comments.

4.F. Discussion regarding Special Education department operating procedures and duties of employees with respect to those procedures

No discussion on this item.

5. **CONSENT AGENDA** - Consider and possible Board action on

Item 5.G. was pulled out by Mr. Lorenzo Luevano

Ms. Myrna Hernandez made a motion to approve the Consent Agenda as presented with the exception of item 5.G.

Mr. Monica Chavez seconded the motion.

Motion Passed.

5.A. Financial Reports

5.A.1. Tax Report

5.A.2. Financial Statements

5.A.3. Investment Report

5.A.4. Purchase Orders exceeding $25,000

5.A.4.a. PO# 51358 - AREDI Enterprises - $32,855.00
PO# 51124 - Caldwell Country Chevrolet - revising amount to $48,730.00
PO# 49147 - SEISD Catering - revising amount to $265,000.00
PO# 48424 - Heist Disposal Service Inc - revising amount to $42,458.60
PO# 48722 - Barnes & Noble Education, Inc - revising amount to $37,492.49

5.A.5. Budget Amendment

5.B. Consider and possible Board action to approve the third and final extension with Frontline Technologies Group LLC for Third-Party-Medicaid Billing Provider (RFP#22-1117)

5.C. Consider and possible Board action to approve resolution designating the person responsible for calculating the no-new-revenue tax rate and voter-approved tax rate for the District

5.D. Consider and possible Board action to approve changes to the 2024-2025 Academic and Non-Academic Stipend Charts

5.E. Consider and possible board action to approve Student Outcome Goals and Goal Progress Measures for the 2024-2025 school year

5.F. Consider and possible Board action to approve Science Textbook Adoption Purchase

5.G. Consider and possible Board action to approve interlocal agreement of school resource officer with the City of San Elizario, Texas commencing on July 1, 2024 and ending on June 30, 2025

Mr. Lorenzo Luevano requested the San Elizario Marshal and City Administrator to introduced themselves after the agreement was voted on.

Ms. Guadalupe Caro made a motion to approve item 5.G.

Ms. Myrna Hernandez seconded the motion.

Motion Passed.

City of San Elizario Staff Members introduced themselves.

5.H. Consider and possible Board action to approve the Boys and Girls Clubs of El Paso Memorandum of Agreement

5.I. Consider and possible Board action to approve the Student Code of Conduct 2024 - 2025

5.J. Consider and possible Board action to approve the Engineering and Health Science Textbook Selections and Purchase

5.K. Consider and possible Board action to approve application of the Effective Advising Framework (EAF) Implementation Grant

5.L. Consider and possible Board action to approve the Third Amendment to Ground Facilities Lease Agreement between San Elizario ISD and Organizacion Progresiva of San Elizario

5.M. Policy Update 123

5.M.1. (LEGAL) Policies - Review Only

5.M.2. (LOCAL) Policies - adopt, revise, or repeal

BBD(LOCAL): BOARD MEMBERS - TRAINING AND ORIENTATION
BBFA(LOCAL): ETHICS - CONFLICT OF INTEREST DISCLOSURES
CKC(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT - EMERGENCY PLANS
CKEC(LOCAL): SECURITY PERSONNEL - SCHOOL RESOURCE OFFICERS
CQC(LOCAL): TECHNOLOGY RESOURCES - EQUIPMENT
DCE(LOCAL): EMPLOYMENT PRACTICES - OTHER TYPES OF CONTRACTS
DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS - EMPLOYEE COMPLAINTS/GRIEVANCES
EEH(LOCAL): INSTRUCTIONAL ARRANGEMENTS - HOMEBOUND INSTRUCTION
EF(LOCAL): INSTRUCTIONAL RESOURCES
EFA(LOCAL): INSTRUCTIONAL RESOURCES - INSTRUCTIONAL MATERIALS
EFB(LOCAL): INSTRUCTIONAL RESOURCES - LIBRARY MATERIALS

FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES
GF(LOCAL): PUBLIC COMPLAINT

5.N. Consider approval of minutes for the following:

5.N.1. May 8, 2024 - Regular Board Meeting

5.N.2. June 5, 2024 - Health Insurance and Budget Workshop

5.O. Consider disposal of surplus property declared obsolete and unnecessary by Superintendent or her Designee, to include disposal of broken furniture and technology equipment according to Administrative discretion and by any reasonable means.

5.O.1. Support Services Department

5.O.2. Technology Department

6. **PRESENTATIONS / REPORTS / INFORMATION**

6.A. Presentations

6.B. Reports

6.B.1. Goal Progress Monitoring (Report)

6.B.1.a. GPM 3.1 - Meeting CCMR Criteria

6.B.2. End-of-Year pulse check on academic growth (Report)

6.C. Information

6.C.1. Legal Counsel Services (Information)

6.C.2. 2024 - 2025 Board Meeting Dates (Information)

6.C.3. San Elizario Early College High School Designation (Information)

6.C.4. San Elizario ISD Safe to Return In-Person and Continuity of Services Plan (Information)

6.C.5. Board Training (Information)

6.C.5.a. San Elizario Independent School District Board of Trustees Book Study - The Governance Core

6.C.5.b. Mexican American School Board Association 2024 Annual Conference - September 12 - 13, 2024 in San Antonio, TX

6.C.5.c. TASA | TASB Convention txEDCON23 - September 27 - September 29, 2024 in San Antonio, TX

6.C.6. Texas Department of Agriculture - Fresh Fruit and Vegetable Program Award

(Information)

6.C.7. Meal Service Update (Information)

7. **EXECUTIVE SESSION**

The Board entered into a closed meeting at **7:04 p.m.** to discuss personnel matters, to consult with attorney, to discuss real estate matters, to consider recommendations for hiring of personnel or termination of personnel and other personnel matters under Sec. 551.071, 551.072 and 551.074, Texas Gov. Code:

7.A. Discussion on Employee / Board / Superintendent Communication

7.B. Discussion regarding potential purchase of real property for school district needs

7.C. Discussion regarding reassignment of E.P. from ESSER Programs Coordinator to Federal & Special Programs Coordinator effective 2024-2025 School Year

7.D. Discussion regarding Administration's recommendation to assign J. A., Speech Language Pathologist - Licensed Assistant, to Autism Specialist effective 2024-2025 school year

7.E. Discussion regarding the specific duties and responsibilities of employee(s) responsible for Summary of Performance (SOP) within the Special Education department

7.F. Discussion regarding Legal Counsel Services

8. **THE BOARD WILL RETURN TO OPEN SESSION TO TAKE POSSIBLE ACTION ON THE MATTERS DISCUSSED IN EXECUTIVE SESSION**

The Board returned to open session at **9:39 p.m.** to take possible action on the matters discussed in Executive Session.

8.A. Discussion and possible board action regarding potential purchase of real property for school district needs and to approve other matters incident and related thereto to include appraisal of property

No action taken.

8.B. Discussion and possible action to approve Administration's recommendation to assign J.A., Speech Language Pathologist - Licensed Assistant, to Autism Specialist effective 2024-2025 school year

Mr. Lorenzo Luevano made a motion to approve Administration's recommendation to assign J.A., Speech Language Pathologist -

Licensed Assistant, to Autism Specialist effective 2024-2025 school year.

Ms. Myrna Hernandez seconded the motion.

Motion Passed.

8.C. Discussion and possible action to approve the revision to the 2024-2025 Administrative Professional Pay Table

Ms. Blanca Cruz, Executive Director Human Resources, presented the revision to the 2024-2025 Administrative Professional Pay Table.

Ms. Monica Chavez made a motion to approve the revision to the 2024-2025 Administrative Professional Pay Table

Ms. Guadalupe Caro seconded the motion.

Motion passed.

8.D. Discussion and possible Board action regarding Legal Services

Ms. Myrna Hernandez made a motion to direct Administration to proceed as discussed in closed session.

Ms. Guadalupe Caro seconded the motion.

Motion Passed.

9. **NEXT MEETING DATE:**
Tuesday, June 25, 2024 at 5:30 p.m.- Budget Adoption and Instructional Workshop
July 2024 - No Board Meeting
Wednesday, August 14, 2024 at 5:30 p.m. - Regular Board Meeting

10. **ADJOURNMENT**

Ms. Myrna Hernandez made a motion to adjourn the meeting at **9:43 p.m.**

Mr. Axel Lopez seconded the motion.

Motion Passed.

_____
Board President

_____
Board Secretary

Budget Adoption and Instructional Workshop

Tuesday, June 25, 2024 5:30 PM
SEISD Administration Office, 1050 Chicken Ranch Road, San Elizario, TX 79849

1. **GENERAL FUNCTIONS**

1.A. Call Meeting to Order

Meeting was called to order at 5:30 p.m.

1.B. Roll Call

The following Board of Trustees were present:

Mr. Eduardo Chavez, Board President
Ms. Myrna Hernandez, Board Vice-President
Ms. Sandra Licon, Board Secretary
Mr. Lorenzo Luevano, Board Trustee
Ms. Guadalupe Caro, Board Trustee
Ms. Monica Chavez, Board Trustee

The following Board of Trustee was absent:
Mr. Axel Lopez, Board Trustee

Dr. Jeannie Meza-Chavez, Superintendent, was also in attendance.

Mr. Axel Lopez, Board Trustee, arrived at the meeting at 6:02 p.m.

1.C. The Pledge of Allegiance

1.D. Texas Pledge of Allegiance

1.E. **San Elizario ISD Mission Statement**
The mission of the San Elizario Independent School District is to graduate students with innovative skills for 21st-century careers by focusing on academic and social skills, fostering transformative practices, and building community support through positive relationships between home and school.

2. **OPEN FORUM** (five-minute limit)

No items.

3. **NEW BUSINESS / BOARD ACTION ITEMS**

3.A. The Board will hear presentations and conduct interviews for General Counsel of Record

3.A.1. Dunbar Armendariz Hegeman & Holguin

Unable to attend

3.A.2. JCA LAW, PLLC

Representatives of JCA LAW, PLLC presented their General Counsel of Record presentation

Mr. Eduardo Chavez stated how JCA LAW, PLLC will handle a conflict of interest issue between TEA and San Elizario ISD.

Mr. Juan Cruz stated the client will be allowed to have a third-party law firm to assist.

Ms. Sandra Licon asked how the travel fees would work as the Law Firm is not local.

Mr. Juan Cruz stated the following travel fees will be charged:
4-hour Travel Cost
Hotel
Airfare

3.A.3. Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C. (Virtual Presentation)

Ms. Monica Perez presented the Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C. General Counsel of Record presentation.

Mr. Eduardo Chavez asked if Ms. Monica Perez could provide a list of School Districts they represent.

Ms. Monica Perez stated the law firm has represented Presidio ISD, El Paso ISD, Ysleta ISD, Socorro ISD, Canutillo ISD, and Fabens ISD.

3.A.4. Rodriguez & Associates

Unable to attend

3.A.5. ScottHulse Attorneys at Law

Unable to attend

3.B. Discussion and possible Board action to deliberate and select legal counsel of record

Item will be brought back during the August 14, 2024 Regular Board Meeting.

This motion, made by Sandra Licon and seconded by Myrna Hernandez, to table the item passed.

3.C. Discussion and possible Board action regarding the approval of the Workforce Solutions Borderplex Work Experience Agreement

Item 3.C. was tabled.

3.D. Discussion and possible Board action to approve health plan premium rates and benefits for the 2024-2025 Plan Year

Mr. Roberto Gallegos, Risk Management coordinator, presented the health plan premium rates and benefits for the 2024-2025 Plan Year

Health Plan premium rates and benefits for the 2024-2025 Play Year will be approved as presented and the double employee rates will be $436.50 for the CDHP Plan and $913.50 for CORE PLAN.

This motion, made by Sandra Licon and seconded by Guadalupe Caro, Passed.

3.E. Discussion of changes and/or impact to local, state, and federal funding in accordance with the School FIRST Rating Indicator #20

Mr. Norberto Rivas, Chief Financial Officer, presented the changes and/or impact to local, state, and federal funding in accordance with the School FIRST Rating Indicator #20

No questions.

3.F. Discussion on Proposed Budget and Proposed Tax Rate for the 2024-2025 School Year

Mr. Norberto Rivas, Chief Financial Officer, presented the Proposed Budget and Proposed Tax Rate for the 2024-2025 School Year.

No questions.

3.G. Public Hearing on Proposed Budget and Proposed Tax Rate for the 2024-2025 School Year.

Mr. Norberto Rivas, Chief Financial Officer, opened the floor for public comments on Proposed Budget and Proposed Tax Rate for the 2024-2025 School Year.

No comments.

3.H. Discussion and possible Board action on adoption of Accelerated Instruction Budget for the 2024-2025 School Year.

Mr. Norberto Rivas, Chief Financial Officer, presented the adoption of Accelerated Instruction Budget for the 2024-2025 School Year presentation.

Motion to approve adoption of Accelerated Instruction Budget for the 2024-2025 School Year.

This motion, made by Myrna Hernandez and seconded by Axel Lopez, Passed.

3.I. Discussion and possible Board action on the adoption of the Official Budget for the 2024-2025 School Year.

Mr. Norberto Rivas, Chief Financial Officer, presented adoption of the Official Budget for the 2024-2025 School Year presentation.

Motion to Adopt the Official Budget for the 2024-2025 School Year as presented.

This motion, made by Guadalupe Caro and seconded by Monica Chavez, Passed.

3.J. Discussion regarding financing options and possible bond election for various projects across the district.

Mr. Norberto Rivas, Chief Financial Officer, presented the financing options and possible bond election for various projects across the district presentation.

Dr. Jeannie Meza-Chavez asked if the board would be okay for administration to start Bond planning from November 2025 backwards.

The plan will be brought back by November 2024.

No more Discussion.

3.K. Discussion and possible Board action to approve resolution to commit or uncommit fund balance for various projects across the district.

Mr. Norberto Rivas, Chief Financial Officer, presented the resolution to commit or uncommit fund balance for various projects across the district.

Motion to uncommit $600,000.00 for the Alejandra Flores Park and be returned to the general fund.

This motion, made by Lorenzo Luevano and seconded by Guadalupe Caro, Passed.

3.L. Discussion and possible Board action to rescind approval of existing project and approval of new project to be funded from the remaining Series 2015 bond proceeds

Mr. Norberto Rivas, Chief Financial Officer, presented the presentation to rescind approval of existing project and approval of new project to be funded from the remaining Series 2015 bond proceeds

Motion to rescind approval of the construction of a pre-engineered metal building for NJROTC Shooting Range and approval to use remaining Series 2015 bond proceeds to replace the existing roof of the auxiliary gym at Ann M. Garcia-Enriquez Middle School.

This motion, made by Ms. Myrna Hernandez and seconded by Axel Lopez, Passed.

3.M. Discussion and possible Board action to approve the construction delivery method of roof replacement at auxiliary gym at Ann M. Garcia-Enriquez Middle School.

Mr. Norberto Rivas, Chief Financial Officer, presented the construction delivery method of roof replacement at auxiliary gym at Ann M. Garcia-Enriquez Middle School.

Motion to procure competitive sealed proposals for the roof replacement at auxiliary gym at Ann M. Garcia-Enriquez Middle School.

This motion, made by Sandra Licon seconded by Myrna Hernandez, Passed.

4. **CONSENT AGENDA** - Consider and possible Board action on

Accept Consent Agenda as presented.

This motion, made by Sandra Licon and seconded by Axel Lopez, Passed.

4.A. Financial Reports

4.A.1. Purchase Orders exceeding $25,000.00

4.A.1.a. PO# 51440 - Caldwell Country Ford - $48,730.00

4.A.2. Purchase Orders exceeding $25,000 for the upcoming 2024-2025 School Year funded by the 2024-2025 General Fund Budget

4.A.2.a. PO# 51417 – Far West Services Inc - $95,000.00
PO# 51418 – Heist Disposal Service Inc - $44,000.00
PO# 51419 – Flyers Energy, LLC - $42,600.00
PO# 51420 – Flyers Energy, LLC - $145,600.00
PO# 51421 – Gibson Ruddock Patterson LLC - $71,500.00
PO# 51422 – County of El Paso - $400,000.00
PO# 51423 – BorderLan, Inc - $36,900.00
PO# 51424 – Frontline Technologies Group, LLC - $93,588.00
PO# 51425 – Sarah Aguilar Perez - $49,500.00
PO# 51426 – City of San Elizario - $70,500.00
PO# 51427 – Education Service Center, Region XIX - $25,967.00
PO# 51428 – El Paso Central Appraisal District - $52,000.00
PO# 51429 – Trejo Commercial Refrigeration - $50,000.00
PO# 51430 – Ekon-O-Pac, LLC - $25,000.00
PO# 51431 – GH Dairy - $145,000.00
PO# 51432 – Segovia’s Distributing Inc - $55,000.00
PO# 51433 – Labatt Food Service LLC - $75,000.00
PO# 51434 – Labatt Food Service LLC - $1,400,000.00

PO# 51435 – Flowers Baking Co of El Paso - $25,000.00
PO# 51437 – Musco Corporation - $251,025.00
PO# 51438 – Excel Energy Group - $320,612.00
PO# 51439 – LEAF Capital Funding - $92,000.00
PO# 51441 – Liberty Paper - $25,578.00

4.B. Consider and possible Board action to authorize the District to participate in purchasing cooperatives for the 2024-2025 school year

4.C. Consider and possible Board action to amend resolution for the purchase of employee retention items and activities for the 2023-2024 School Year

4.D. Consider and possible Board action to approve resolution for the purchase of employee retention items and activities for the 2024-2025 School Year

4.E. Consider and possible Board action to approve Teacher Incentive Allotment Compensation

4.F. Consider and possible Board action regarding the approval of equity adjustments for the 2024-2025 school year

4.G. Consider and possible Board action on approval of travel stipends for the 2023-2024 and 2024-2025 school year

4.H. Consider and possible Board action to approve final payment to AREDI Enterprises for the Fernie Madrid Eagle Park Landscaping Project PO# 50095

4.I. Consider and possible Board action to approve final payment to Light Weight LLC for the Fernie Madrid Eagle Park Fitness Court Equipment PO# 49056

4.J. Consider and possible Board action to approve final payment to Light Weight LLC for the Fernie Madrid Eagle Park Playground Equipment PO# 49057

4.K. Consider and possible Board action to approve final payment to IQP Canopies LLC for the Fernie Madrid Eagle Park Shade Canopy PO# 49992

5. **PRESENTATIONS / REPORTS / INFORMATION**

5.A. Presentations

5.B. Reports

5.C. Information

5.C.1. Public notice of federal grant application for fiscal year 2025

(Information)

5.C.2. Federally funded position for the 2024-2025 School Year (Information)

5.C.3. Planning and Instruction Co-Support Plan for 2024-2025 (Information)

6. **NEXT MEETING DATE:**
No Board Meeting for the month of July 2024
Wednesday, August 14, 2024 at 5:30 p.m. - Regular Board Meeting

7. **ADJOURNMENT**

Motion to Adjourn the meeting at **7:34 p.m.**

This motion, made by Sandra Licon and seconded by Monica Chavez, Passed.

_____
Board President

_____
Board Secretary

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Jesus Martinez, Executive Director-Support Services
Subject: July 2024, Non-Technology Fixed Asset Discards
Date: August 14, 2024

HISTORY: Campuses and departments periodically replace obsolete, broken or non-repairable items. We assist campuses and departments in removing these items to maximize space and minimize unnecessary item accumulation.

RATIONALE: To prevent unnecessary accumulation of obsolete, broken, or non-repairable fixed assets at all our campuses and departments, discard requests are now submitted monthly until further notice.

BUDGET: No budget impact

ADMINISTRATIVE RECOMMENDATION: For the Board of Trustees to declare the listed fixed assets as surplus or discards and authorize the administration to sell or dispose of them by any reasonable means.

Please check one: ☒ For approval ☐ Report / Information only ☐ Recognition only
☒ Attachment Included

Fixed Asset Discard List

☐ Other: _____

☐ Excell ☐ Loya

Campus (Please Check Appropriate Campus)

☒ SE High School ☐ Middle School ☐ Alarcon ☐ Borrego ☐ Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	501/Shop	Central Machinery Drill	568200 / KO17241	1	Outdated Technology
2	501/Shop	RobinAir A/C Machine R1	569100	1	Outdated Technology
3	501/Shop	RobinAir A/C Machine R1	569200	1	Outdated Technology
4	501/Shop	BEAR 3 Gas Analyzer	569400	1	Outdated Technology
5	501/ Shop	Coolant Recovery & Recy	568900	1	Outdated Technology
6	501/Shop	COATS Tire Balancer	DSP9003-D/ 5679	1	Outdated Technology
7	501/Shop	Sanp On MT2500 Scanne	SKUT099001130	1	Outdated Technology
8	501/Shop	Genisys Automotive Scan	202274850	1	Outdated Technology
9	501/Shop	Genisys EVO Scanner	NO TAG/SERIAL #	1	Outdated Technology
10	501/Shop	Symtech ATF Exchanger	NO TAG/SERIAL #	1	Outdated Technology
11		NOTHING	BELOW	THIS	LINE
12					
13					
14					
15					
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24					
25					
26					
27					
28					
29					
30					

Date: 7/24/24 7/24/2024

Authorized Campus Signature _____ (TROY ENRIQUEZ)

Warehouse Department

Fixed Asset Discard List

☐ Other: _____

☐ Excell ☐ Loya

Campus (Please Check Appropriate Campus)

☐ SE High School ☐ Middle School ☐ Alarcon ☐ Borrego ☒ Sambrano

CMS

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	E127	Stove,6 burner	0000106400	1	obsolete
2	E127	Combi oven/ steamer	2600000451	1	obsolete
3	E127	Steamer convention oven	0708314416	1	obsolete
4					
5					
6					
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Date: 6-14-24

Authorized Campus Signature _____

Page 1 of 1

Warehouse Dept

Fixed Asset Discard List

☐ Other: _____

☐ Excell ☐ Loya

Campus (Please Check Appropriate Campus)

☐ SE High School ☐ Middle School ☒ Alarcon ☐ Borrego ☐ Sambrano

CMS

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	C181	Stove,6 burner W GRIDDLE	0905204705	1	obsolete
2	C181	OVEN, STEAMER CONVECTION, BOTTOM	0905125304	1	obsolete
3	C181	OVEN, STEAMER CONVECTION, TOP	0905123255	1	obsolete
4	C181	3 COMPARTMENT SINK	NO TAG/NO SERIAL NUMBER	1	obsolete
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Date: 6-14-24

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Page 1 of 1

Warehouse Dept

Fixed Asset Discard List

☐ Other: _____

☐ Excell ☐ Loya

Campus (Please Check Appropriate Campus)

☒ SE High School ☐ Middle School ☐ Alarcon ☐ Borrego ☐ Sambrano

CNS

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	A164	Plastic shelve	no tag	1	obsolete
2	A164	Plastic 4 tier Shelf	no tag	1	obsolete
3	A164	Stainless Steel Cart	no tag	1	obsolete
4	A164	Small desk	no tag	1	obsolete
5	A164	Coffee Decanter	no tag	2	obsolete
6	A164	Protor Silex Coffee maker	no tag	1	obsolete
7	A164	Cold Beverage Container	no tag	2	obsolete
8	A164	Box of assorted measuring cups	no tag	1	obsolete
9	A164	Hobart Slicer	SN# 561270251	1	obsolete
10	A164	Warmer plate	no tag	1	obsolete
11	A164	Warren Blender	1208173340	1	obsolete
12	A164	Burn Coffee Brewer	1506042616	1	obsolete
13	A164	Hot Plate	no tag	1	obsolete
14	A164	Kitchen Aid Mixer	SN wozz04707	1	obsolete
15	A164	Edmund Can opener	1105202343	1	obsolete
16	A164	Edmund Can opener	1512171710	1	obsolete
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Date: 7-30-2024

Authorized Campus

Signature AGGIE REYES APPROVED

Page 1 of 1

Warehouse Dept

Fixed Asset Discard List

☐ Other: CNS Dept

☐ Excell ☐ Loya

Campus (Please Check Appropriate Campus)

☐ SE High School ☐ Middle School ☐ Alarcon ☐ Borrego ☐ Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	H111	Dishes cups, plates, bowls	No Tag	2 Boxes	obsolete
2					
3					
4					
5					
6					
7					
8					
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Date: 7-30-2024

Authorized Campus Signature AGGIE REYES APPROVED

Page 1 of 1

Warehouse Dept.

Fixed Asset Discard List

☐ Other: _____

· Campus (Please Check Appropriate Campus)

☐ SE High School ☐ Middle School ☐ Alarcon ☑ Borrego ☐ Excell ☐ Loya ☐ Sambrano

Cafeteria

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	104	Damaged table	No tag	1	
2		No seats			
3					
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Date: July 30, 2024

Authorized Campus Signature _____

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San Elizario I.S.D.
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Horacio Hernandez, Executive Director Technology
Subject: July 2024 Technology Fixed Asset Discard
Date: August 14, 2024

HISTORY:
Campus and Departments periodically replace obsolete or non-repairable technology items. To aid the campuses and departments in removing these items to maximize space, the Technology Department will submit monthly disposal lists for approval.

RATIONALE:
The District Technology Department has reviewed the items on the attached lists and concurs with campus/department(s) administration to dispose of or sell listed items.

BUDGET IMPACT:
No budget impacts.

ADMINISTRATIVE RECOMMENDATION:
The administration recommendation is for the Board to declare the fixed assets listed as surplus and authorize the administration to sell or dispose of items by any reasonable means.

Please check one: ☒ For approval ☐ Report/Information only ☐ Recognition only.

Finance Department

Fixed Asset Discard List

[X] Other: FINANCE

[ ] Excell [ ] Loya

Campus (Please Check Appropriate Campus)

[ ] SE High School [ ] Middle School [ ] Alarcon [ ] Borrego [ ] Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments / Reasons
1	RM H124	Workstation	2600000983	1	Outdated/Obsolete
2	RM H124	Computer - AIO	2600001618	1	Outdated/Obsolete
3	Finance	HP Printer	1003080934	1	Outdated/Obsolete
4	Finance	HP Printer	1212174013	1	Outdated/Obsolete
5	RM H124	Microsoft Surface Pro 3 - Tablet	1506082736	1	Outdated/Obsolete
6	RM H124	Samsung Chromebook	1511051253	1	Outdated/Obsolete
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Date: 7/17/2024

Authorized Dept. Signature_____

Page: 1 of 1

Fixed Asset Discard List

[X] Other: Federal Programs

[ ] Excell [ ] Loya

Campus (Please Check Appropriate Campus)

[ ] SE High School [ ] Middle School [ ] Alarcon [ ] Borrego [ ] Sambrano

	Room#	Description		Tag Number/Serial	Serial Number	Qty		Comments/Reasons
1	RM H106	IPAD		1205170001	SDN6HN4LPDFHW	1		Item was bought over 10 years ago and are no longer being used
2	RM H106	IPAD		1205170109	SDN6HNACMDFHW	1		Item was bought over 10 years ago and are no longer being used
3	RM H106	IPAD		1205170245	SDN6HNCEDDFHW	1		Item was bought over 10 years ago and are no longer being used
4	RM H106	IPAD		1205170336	SDN6HN9QXDFHW	1		Item was bought over 10 years ago and are no longer being used
5	RM H106	IPAD		1205170508	SDN6HN2UQDFHW	1		Item was bought over 10 years ago and are no longer being used
6	RM H106	IPAD		1205170620	SDN6HN8NWDFHW	1		Item was bought over 10 years ago and are no longer being used
7	RM H106	IPAD		1205170737	SDN6HN8PBDFHW	1		Item was bought over 10 years ago and are no longer being used
8	RM H106	IPAD		1205170931	SDN6HN9U7DFHW	1		Item was bought over 10 years ago and are no longer being used
9	RM H106	IPAD		1205171026	SDN6HN8QMDFHW	1		Item was bought over 10 years ago and are no longer being used
10	RM H106	IPAD		1205171119	SDN6HN8RXDFHW	1		Item was bought over 10 years ago and are no longer being used
11	RM H106	IPAD		1205171201	SDN6HN2TLDFHW	1		Item was bought over 10 years ago and are no longer being used
12	RM H106	IPAD		1205171651	SDN6HN51RDFHW	1		Item was bought over 10 years ago and are no longer being used
13	RM H106	IPAD		1205172427	SDN6HN8UGDFHW	1		Item was bought over 10 years ago and are no longer being used
14	RM H106	IPAD		1205172518	SDN6HNCAKDFHW	1		Item was bought over 10 years ago and are no longer being used
15	RM H106	IPAD		1205172610	SDN6HN8JCDFHW	1		Item was bought over 10 years ago and are no longer being used
16	RM H106	IPAD		1205172703	SDN6HN8PKDFHW	1		Item was bought over 10 years ago and are no longer being used
17	RM H106	IPAD		1205172804	SDN6HNCJQDFHW	1		Item was bought over 10 years ago and are no longer being used
18	RM H106	IPAD		1205172851	SDN6HN9TJDFHW	1		Item was bought over 10 years ago and are no longer being used
19	RM H106	IPAD		1205172941	SDN6HN3Q0DFHW	1		Item was bought over 10 years ago and are no longer being used
20	RM H106	IPAD		1205173105	SDN6HN8U5DFHW	1		Item was bought over 10 years ago and are no longer being used
21	RM H106	IPAD		1205173145	SDN6HN8WSDFHW	1		Item was bought over 10 years ago and are no longer being used
22	RM H106	IPAD		1205173231	SDN6HNDU4DFHW	1		Item was bought over 10 years ago and are no longer being used
23	RM H106	IPAD		1205173330	SDN6HKAUDDFHW	1		Item was bought over 10 years ago and are no longer being used
24	RM H106	IPAD		1205173420	SDN6HN653DFHW	1		Item was bought over 10 years ago and are no longer being used
25	RM H106	IPAD		1205173514	SDN6HN9RRDFHW	1		Item was bought over 10 years ago and are no longer being used
26	RM H106	IPAD		1205174436	SDN6HNBWMDFHW	1		Item was bought over 10 years ago and are no longer being used
27	RM H106	IPAD		1205174544	SDN6HN8ZXDFHW	1		Item was bought over 10 years ago and are no longer being used
28	RM H106	IPAD		1205174646	SDN6HN8GADFHW	1		Item was bought over 10 years ago and are no longer being used
29	RM H106	IPAD		1205174746	SDN6HN8HHDFHW	1		Item was bought over 10 years ago and are no longer being used
30	RM H106	IPAD		1205174833	SDN6HN9JJDFHW	1		Item was bought over 10 years ago and are no longer being used
31	RM H106	IPAD		1205174940	SDN6HNC2VDFHW	1		Item was bought over 10 years ago and are no longer being used
32	RM H106	IPAD		1205175033	SDN6HN9SZDFHW	1		Item was bought over 10 years ago and are no longer being used
33	RM H106	IPAD		1205175133	SDN6HN3WADFHW	1		Item was bought over 10 years ago and are no longer being used
34	RM H106	IPAD		1205175212	SDVQHMTG3DFHW	1		Item was bought over 10 years ago and are no longer being used
35	RM H106	IPAD		1205175322	SDVPHK2PUDFHW	1		Item was bought over 10 years ago and are no longer being used
36	RM H106	IPAD		1205175416	SDN6HNBTGDFHW	1		Item was bought over 10 years ago and are no longer being used
37	RM H106	IPAD		1205175628	SDN6HN9S3DFHW	1		Item was bought over 10 years ago and are no longer being used
38	RM H106	IPAD		1205175718	SDN6HNBAJDFHW	1		Item was bought over 10 years ago and are no longer being used
39	RM H106	IPAD		1205175813	SDVQHMTG7DFHW	1		Item was bought over 10 years ago and are no longer being used
40	RM H106	IPAD		1205175910	SDN6HN4U2DFHW	1		Item was bought over 10 years ago and are no longer being used
41	RM H106	IPAD		1205181601	SDN6HM7ATDFHW	1		Item was bought over 10 years ago and are no longer being used
42	RM H106	IPAD		1205181853	SDN6HM6PLDFHW	1		Item was bought over 10 years ago and are no longer being used
43	RM H106	IPAD		1205182032	SDN6HM5X9DFHW	1		Item was bought over 10 years ago and are no longer being used
44	RM H106	IPAD		1205182142	SDMPHGLF8DFHW	1		Item was bought over 10 years ago and are no longer being used
45	RM H106	IPAD		1205182240	SDMPH9MRTDFHW	1		Item was bought over 10 years ago and are no longer being used
46	RM H106	IPAD		1205182333	SDMRHGVWGDFHW	1		Item was bought over 10 years ago and are no longer being used
47	RM H106	IPAD		1205182536	SDMPH9MTKDFHW	1		Item was bought over 10 years ago and are no longer being used
48	RM H106	IPAD		1205182633	SDMPH75X5DFHW	1		Item was bought over 10 years ago and are no longer being used
49	RM H106	CHARGING STATION		1504092042	N/A	1		Item was bought over 10 years ago and are no longer being used
50	RM H106	CHARGING STATION		1504092249	N/A	1		Item was bought over 10 years ago and are no longer being used
51	RM H106	CHARGING STATION		1504093342	N/A	1		Item was bought over 10 years ago and are no longer being used
52	RM H106	CHARGING STATION		1504093520	N/A	1		Item was bought over 10 years ago and are no longer being used

Date: 7/16/2024

Authorized Campus Signature

Page 1 of 1

Fixed Asset Discard List

☒ Other: P&I

☐ Excell ☐ Loya

Campus (Please Check Appropriate Campus)

☐ SE High School ☐ Middle School ☐ Alarcon ☐ Borrego ☐ Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	H13	Insta 360 Camera	360000387O	1	obsolete
2	H13	Dell Computer	2600003012	1	obsolete
3	H13	Dell Computer	2600001509	1	obsolete
4	H13	Dell computer	140415220 2	1	obsolete
5	H13	Dell Computer	2600001090	1	obsolete
6	H13	Microsoft Surface Pro	2600001819	1	obsolete
7	H13	Dell Latitude 5480	2600001673	1	obsolete
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Date: 8/1/24

Authorized Campus Signature

Page 1 of 1

McKinney-Vento and Foster Care Training

Please Scan QR Code:

Please sign in with your SEISD Credentials

Registration:
MASBATX.ORG/EVENTS

2024

MASBA

NATIONAL ANNUAL CONFERENCE

JOIN OVER 200 SCHOOL BOARD MEMBERS

TO SUPPORT THE 14 MILLION LATINO STUDENTS

GET EMPOWERED

Discover the latest trends and best practices in public education, as industry leaders and experts share valuable insights. Attendees can gain 17 Continuing Education Credits!

ADVOCACY AND POLICY INSIGHTS

Deepen your understanding of key policy issues affecting students, schools, and communities. Engage in conversations that can influence decision-making processes and advocate for equitable education policies.

CONNECT WITH COLLEAGUES

Network with committed School Board Members, professionals, educators, and advocates from diverse backgrounds to advance public education equity for all students.

CELEBRATE CULTURAL DIVERSITY

Learn best practices for Latino student success, view our student Latino art exhibit, and explore the historic city of San Antonio.

READY TO BE A MEMBER? REACH OUT TO US AT MEMBERSHIP@MASBATX.ORG

The Westin Riverwalk, San Antonio TX

SEPT. | 12-13 | 2024

MASBA 2024 Conference Agenda at a Glance
September 12-13, 2024
The Westin Riverwalk, San Antonio

Thursday 9/12/2024

7:30 AM. - 6:00 PM	Registration
8:00 AM - 12:00 PM	On-site Pre-Conference Seminar (4 hours CEC)
12:00 - 2:00 PM	Lunch (not provided)
2:00 - 4:00 PM	Conference Welcome & Keynote (2 hours CEC)
4:00 - 5:00 PM	Tomás Talks (Student-led presentations) (1 hour CEC)
5:00 - 7:00 p.m.	Welcome Dinner & Keynote (2 hours of CEC) **(meal provided)**

Friday 9/13/2024

7:30 AM - 5:00 PM	Registration
8:00 - 9:00 AM	Breakfast & Members Meeting **(meal provided)**
9:00 - 10:15 AM	MASBA Keynote (1.5 hours of CEC)
10:15 - 10:30 AM	Break
10:30 - 11:30 AM	Concurrent Sessions (1 hour CEC)
11:30 - 11:45 AM	Break
11:45 AM - 1:00 PM	Lunch and Conference Keynote (1 hour CEC) **(meal provided)**
1:00 - 1:15 PM	Break
1:15 - 2:15 PM	Concurrent Sessions (1 hour CEC)
2:15 - 2:30 PM	Break
2:30 - 3:30 PM	Concurrent Sessions (1 hour CEC)
3:30 - 3:45 PM	Break
3:45 - 4:45 PM	Concurrent Sessions (1 hour CEC)
7:00 - 11:00 PM	MASBA Gala Dinner, Awards, & Dance **(meal provided)**

Possibility of earning 15.5 hours of Continuing Education Credits.

(/Home.aspx)

Announcements and Quick Links

- Registration & Housing Open July 23 (https://www.tasa.tasb.org/registration.aspx)
- Delegate Assembly (/registration/delegate-assembly.aspx)
- Related Event Forms (/program/related-events.aspx)

Exhibit Hall

- View the Exhibitor and Sponsorship prospectus (/exhibits/for-exhibitors/documents/exhibitor-and-sponsor-prospectus.pdf) (PDF)
- See who is exhibiting in 2024 (https://tasb.ungerboeck.com/prod/app85.cshtml?aat=4d39415a5270683948723348684 26d305a2b4f53305a7a6375615348563957
- Reserve your booth today (/exhibit-hall/for-exhibitors.aspx)

(/Home.aspx)

Home (/Home.aspx) > Program (https://www.tasa.tasb.org/program/schedule.aspx) > BOI and TTI

Board Officer Institute (BOI) and Texas Trustee Institute (TTI)

TASB | Texas Trustee Institute

New board members: Continue your learning journey during Texas Trustee Institute at txEDCON24. Get specialized training to be a successful and collaborative part of your board and network with other new board members from across the state. Preregistration is required (https://www.tasa.tasb.org/registration.aspx) to reserve your seat for this training designed just for new trustees!

Learn more about Texas Trustee Institute (https://www.tasb.org/solutions-services/tasb-solutions-services-listing/texas-trustee-institute).

Friday, Sept. 27, 7:30 a.m.-3:30 p.m., and
Saturday, Sept. 28, 7:30-10 a.m. and 12:30 - 4 p.m.
(Breakfast and lunch included both days.)

TASB | BOARD OFFICER INSTITUTE

Whether you're a new board officer or considering taking on a leadership role, Board Officer Institute at txEDCON24 will offer the in-depth training you need to effectively prepare for and facilitate board meetings, keep meetings focused, and build collaborative board-superintendent relationships. Don't miss this engaging and enlightening learning experience! Preregistration is required (https://www.tasa.tasb.org/registration.aspx).

Learn more about Board Officer Institute (https://www.tasb.org/solutions-services/tasb-solutions-services-listing/board-officer-institute).

Friday, Sept. 27, 7:30 a.m.–3:30 p.m.
(Breakfast and lunch included.)

Note: The schedule is tentative and subject to change.

(/Home.aspx)

Home (/Home.aspx) > Program (https://www.tasa.tasb.org/program/schedule.aspx) > Schedule

Schedule

Thursday, Sept. 26, 2024

2-5 p.m.	Preconference Sessions*
5-6:30 p.m.	Opening Reception in the Exhibit Hall

Friday, Sept. 27, 2024

7:30-8:30 a.m.	Concurrent Sessions
7:30-11:30 a.m.	Small School District Seminar* (continental breakfast included)
7:30 a.m.- 3:30 p.m.	Board Officer Institute (BOI)** (continental breakfast and lunch included)
7:30 a.m. - 3:30 p.m.	Texas Trustee Institute (TTI)** (continental breakfast and lunch included) *continues on Sat. at 7:30 a.m.*
8:45-9:45 a.m.	Concurrent Sessions
9:45-10:30 a.m.	Designated Exhibit Hall Viewing
10:30 -11:30 a.m.	Concurrent Sessions
11:30 a.m.- 1 p.m.	School Board Advocacy Network (SBAN) Luncheon (*SBAN members only* (https://www.tasb.org/advocacy/sban))
1-2 p.m.	Concurrent Sessions
2:15-3:15 p.m.	Concurrent Sessions
3:15-4 p.m.	Designated Exhibit Hall Viewing
4-5:30 p.m.	Friday General Session *Tomball ISD Student Performance* *Outstanding School Board Award and* *TSPRA Key Communicator Recognition*

Saturday, Sept. 28, 2024

7:30-8:30 a.m.	Concurrent Sessions
8:45-9:45 a.m.	Concurrent Sessions
7:30-10 a.m.	Texas Trustee Institute (TTI)** (continental breakfast included) *continued from Friday*
9:45-10:30 a.m.	Designated Exhibit Hall Viewing
10:30 a.m.-Noon	Saturday General Session *Canutillo ISD Student Performance* *Superintendent of the Year Award*
Noon-1:30 p.m.	TASB Delegate Assembly Caucuses (Grand Hyatt)
Noon-1:45 p.m.	Designated Exhibit Hall Viewing
12:30 - 4 p.m.	Texas Trustee Institute (TTI)** (lunch included) *continued from Saturday morning*
1:45-2:45 p.m.	Concurrent Sessions
2-4:30 p.m.	TASB Delegate Assembly (Grand Hyatt)
3-4 p.m.	Concurrent Sessions
4:15-5 p.m.	Commissioner Mike Morath

Sunday, Sept. 29, 2024

7:30 a.m.	Continental Breakfast
8-9 a.m.	Concurrent Sessions
9:15-10:15 a.m.	Concurrent Sessions
10:30- 11:30 a.m.	Sunday General Session

*Preregistration and additional fee required
**Preregistration required

Note: This schedule is tentative and subject to change.

(/Home.aspx)

Home (/Home.aspx) > Program (https://www.tasa.tasb.org/program/schedule.aspx) > Preconference Sessions

Preconference Sessions

Thursday, Sept. 26, 2024
2-5 p.m.

Pre-registration is required and a non-refundable $50 registration fee

AI – A Collaboration of Educators, Students, Parents and Policymakers
Artificial Intelligence (AI) have become buzzwords that either inspire fear or excitement. Come lend your voice to this discussion of what it is and what it is not, how it is currently affecting parents, students, educators and school districts and the future uses in education. This session will help you as policymakers to set up guidelines and guardrails that will allow your community to harness the many possibilities this technology offers for reimagining teaching, learning and safety.

Presenter:
Kay Douglas
Senior Board Development Consultant
TASB Board Development Services

Beyond the Meeting: Elevating School Board Communication Strategies and Practices
During this presentation, we will move beyond the overview of a traditional board meeting format to explore innovative ways board members can foster deeper connections with their community and stakeholders. Through interactive activities, we'll delve into practical strategies to:

- Build Trust and Transparency: Learn how to create open communication channels that foster a sense of trust with the community. We'll explore ways to ensure clear, accessible information reaches everyone with a stake in the district's success.
- Proactive Communication: Discover how to move beyond reactive communication and anticipate community concerns and needs. We will also explore methods for proactive communication to keep the community informed and engaged.
- Leverage Technology and Social Media: Harness the power of technology and social media to connect with a wider audience and facilitate two-way communication. We'll discuss best practices for utilizing these tools effectively.
- Foster Collaborative Dialogue: Move from simple information sharing to fostering meaningful dialogue with stakeholders. We'll explore techniques to create a space for open discussion, collaboration, and problem-solving.

By participating in this session, participants will gain practical tools and strategies to break down communication barriers, build stronger relationships, and work with superintendents and district administration to create a thriving school district.

Presenters:
Sheleah D. Reed, APR
Chief of Staff
Aldine ISD

Emily Conklin, APR, CPC
Executive Director of Communications and Community Partnerships

Evaluating and Improving Student Outcomes (EISO):
The Board's Role in Continuous Improvement
(fulfills 3-hour biennial requirement)
Focused and engaged school boards make a difference to student learning. This research-informed session highlights practices and tools to help boards understand the current state of student learning, cast a compelling vision with meaningful goals, and oversee the improvement efforts in their districts.

Presenters:
David Koempel and Orin Moore
Senior Board Development Consultants
TASB Board Development Services

Unleashing Potential: Transformative Practices for Tomorrow's Education Leaders
Explore visionary leadership and practical transformation in this dynamic session for Superintendents and Trustees. Delve into proven frameworks from the best-selling "Transforming Education: Building Foundations for Systemic Change," emphasizing strategic planning, stakeholder engagement, and impactful leadership practices. Leading your district from mere competence towards lasting impact, you'll leave equipped with actionable strategies that blend theoretical insights with real-world applications, ready to drive sustainable change in your educational communities!

Presenter:
Dr. Quintin Shepherd
Superintendent
Pflugerville ISD

Questions? Email registrar@tasb.org (mailto:registrar@tasb.org)

(/Home.aspx)

Home (/Home.aspx) > Program (https://www.tasa.tasb.org/program/schedule.aspx) > General Sessions

Speakers

First General Session, Friday, 4 p.m.

Speaker: Jose Hernandez

Performance by Tomball ISD
Award presentation: Outstanding School Board
TSPRA Key Communicator

Second General Session, Saturday, 10:30 a.m.

Speaker: John Maxwell

Performance by Canutillo ISD
Award presentation: Superintendent of the Year

Third General Session, Sunday, 10:30 a.m.

Speaker: Nancy Giordano

(/Home.aspx)

Home (/Home.aspx) > Program (https://www.tasa.tasb.org/program/schedule.aspx) > Training Credits

Training Credit

Attendees can earn more than 15 hours of training credit during txEDCON24.

Continuing Education Credit (CEC) for school boards members

Credit offered during Convention qualifies as Additional Continuing Education. New school board members are required to earn at least 10 hours their first year. Experienced board members must complete a minimum of five hours each year. Below is information about what required trainings will be offered at txEDCON24.

Special Required Training offered at txEDCON24

Training	Requirement	Date/Time
Evaluating and Improving Student Outcomes (EISO/SB 1566)	3 hours Biennially	Thursday, preconference session, 2-5 p.m.
Open Meetings Act (OMA)	~1-2 hours	Friday, part of the Texas Trustee Institute (TTI)
Sexual Abuse, Human Trafficking, and Other Maltreatment of Children (Child Abuse Prevention)	1 hour Biennially	Friday, 8:45 a.m. and Saturday, 7:30 a.m. TTI participants will receive a voucher to take the course in TASB's Online Learning Center.

Special required training not available at TASB events

Training	Requirement	Provider
Cybersecurity	1 hour Annually	Can only be completed online through a provider approved by the Texas Department of Information Resources (https://dir.texas.gov/information-security/statewide-cybersecurity-awareness-training?id=154)
School Safety	2 hours Biennially	Can only be completed online through TEA Learn (https://register.tealearn.com/courses/sboe---school-safety-training)
Orientation to the Texas Education Code	3 hours within the first 120 days of being sworn in	Can only be completed through the local education service center
Team Building	3 hours Annually	Can only be completed within own district

How to report training credits

Board members and superintendents should report credit using myCEC. Go to tasb.org/mycec (https://apps.tasb.org/ContinuingEducationMobile/) and log in using your TASB credentials.

- Enter credit numbers immediately or up to 24 hours after the event concludes
- Credits show up immediately
- View your full credit history at any time

Need assistance?

Email TASB staff at CEC@tasb.org (mailto:cec@tasb.org) for Credit Reporting help.

Continuing Professional Education (CPE) for superintendents and administrators

Certificate renewal standards adopted by SBEC require all certified educators to complete appropriate continuing professional education clock hours. Visit TASA's website (https://tasanet.org/professional-learning/certification-cpe-requirements/) for more information.

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MEMORANDUM

To: Members of the Board of Trustees
From: Horacio Hernandez, Executive Director of Technology
Subject: Planning & Instruction Ticketing System Update
Date: August 14, 2024

HISTORY:
There has been a growing need to offer teachers additional methods for requesting instructional assistance that can be streamlined and organized.

RATIONALE:
Leveraging the existing IT and Maintenance ticketing system, which staff are already accustomed to, will ensure a smooth transition without requiring additional training. This centralized platform will allow to track, prioritize, and address instructional assistance requests more effectively. Formalizing the request process will reduce the confusion of handling inquiries through informal channels, thus boosting the responsiveness and efficiency of the Planning and Instruction Department. Moreover, the system's reporting capabilities will enable analysis of request patterns, helping us identify trends and areas for improvement.

BUDGET:
Integrating the Planning and Instruction Department into the existing ticketing system will have no financial impact. The current setup can accommodate this addition without extra funding.

ADMINISTRATIVE RECOMMENDATION:
The administration has reviewed and approved the integration plan, and no further action is required from the Board of Trustees at this time.

Please check one: ☐ For approval ☒ Report / Information only ☐ Recognition
☐ Attachment Included

After School Skills Development Intramural Program
Alarcon and Borrego
2024-2025

Purpose: The goals of the program are to provide **4th, 5th and 6th** grade students an opportunity to participate in an after-school program guided towards instilling sportsmanship, respect, and responsibility and stresses the importance of physical activity and wellness. The afterschool skills development program will further assist Alarcon and Borrego campuses with coordinated school health state mandates.

Program will run from September 2024 through May 2025 and includes the following physical activities:

Boys: Soccer, Flag Football, Basketball, Track & Field
Girls: Soccer, Volleyball, Basketball, Track & Field

Basketball - Boys & Girls: September 3rd through September 27th

Basketball will be a 4-week program. The coaches will hold practice, 2 days per week/ 1 hour per day, for the first 3 weeks.
Coaches will work on specific skills during the first 3 weeks.

Week 1 (September 3rd – September 6th)	Focus – Passing, rules
Week 2 (September 10th – September 13th)	Focus – Dribbling, rules
Week 3 (September 17th – September 20th)	Focus – Shooting, rules
Week 4 (September 24th – September 27th)	Games - Scrimmages

Flag Football (Boys) Volleyball (Girls): October 22nd – November 22nd

Volleyball & Flag Football will be a 5-week program. The coaches will hold practice, 2 days per week / 1 hour per day, for the first 4 weeks.
Coaches will work on specific skills during the first 3 weeks.

Week 1 (October 22nd - October 25th) – Focus:
- Football: Catching and throwing, rules, Offense, defense
- Volleyball: bumping, setting, serving, rules

Week 2 (October 29th – November 1st) – Focus:
- Football: Plays, running and throwing, rules
- Volleyball: bumping, setting, serving, rules

Week 3 (November 5th – November 8th) – Focus:
- Football: Plays, running and throwing, rules
- Volleyball: bumping, setting, serving, rules

Week 4 (November 12th – November 15th) – Focus:
- Football: In-Campus Scrimmages
- Volleyball: In-Campus Scrimmages

Week 5 (November 19th – November 22nd) – Focus:
- Football: Game Borrego vs Alarcon
- Volleyball: Game Borrego vs Alarcon

Soccer – Boys and Girls: January 28th through February 28th

Soccer will be a 5-week program. The coaches will hold practice, 2 days per week / 1 hour per day, for the first 3 weeks.
Coaches will work on specific skills during the first 3 weeks.

Week 1 (January 28th – January 31st)	Focus – Dribbling
Week 2 (February 4th – February 7th):	Focus – Passing
Week 3 (February 11th - February 14th)	Focus – Shooting
Week 4 (February 18th – February 21st)	In-Campus Scrimmages
Week 5 (February 25th - February 28th)	Game Borrego vs Alarcon

Elementary STAAR Testing: April 8th – April 25th

Track & Field – Boys and Girls: April 29th through May 23rd

Track & Field will be a 3-week program.
The coaches will hold practice, 2 days per week / 1 hour per day.

Coaches will work on specific events.
Events:
100m
200m
400m
4x100m
4x400m
Long Jump
Shot Put
Note: we can always change events if we need to

Week 1 (April 29th – May 2nd):	Rules, Conditioning-Assign Events
Week 2 (May 6th – May 9th):	Rules, Conditioning-Assign Events
Week 3 (May 13th - May 16th):	Conditioning, Practice assigned events.
Week 4 (May 20th – May 23rd)	Race Week

SAN ELIZARIO HS
EAGLES STADIUM
San Elizario I.S.D.
SOARING TO EXCELLENCE
San Elizario ISD
Alarcon & Borrego
1st Annual Track & Field Intramurals
May 23rd, 2024

EXIT
12
BE HONEST

How Tall Are you?

SHOOTING
LAYUP
BE RESPECTFUL

HOOPS FOR HEART

INTRAMURALS
ALARCON

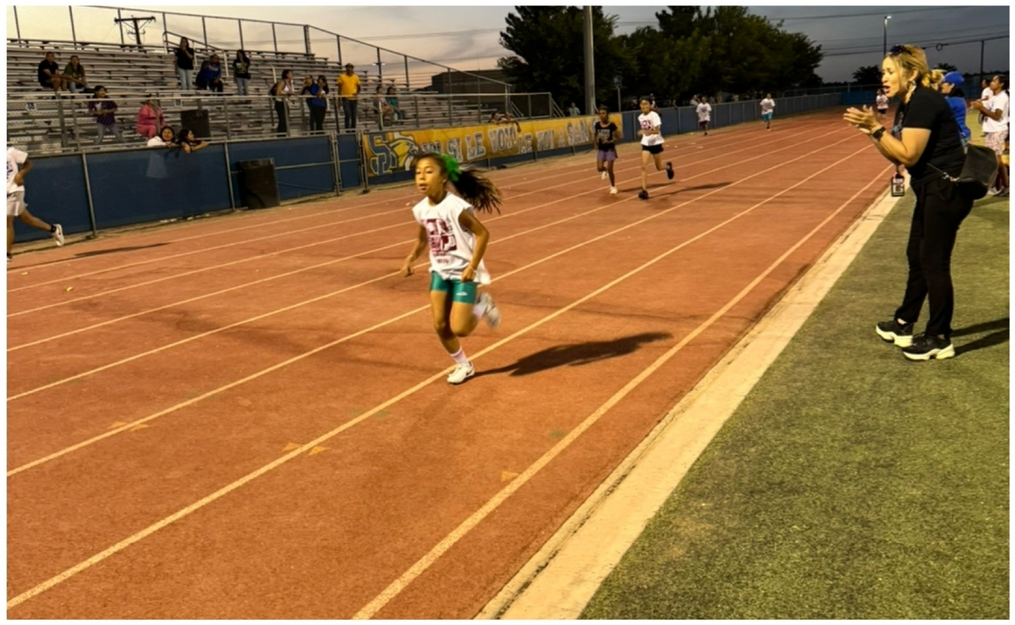
INTRAMURALS
ALARCON

INTRAMURALS
BORREGO

INTRAMURALS
ALARCON
INTRAMURALS
ALARCON

INTRAMURALS
ALARCON

3
1
2



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SAN ELIZARIO HS
EAGLES STADIUM
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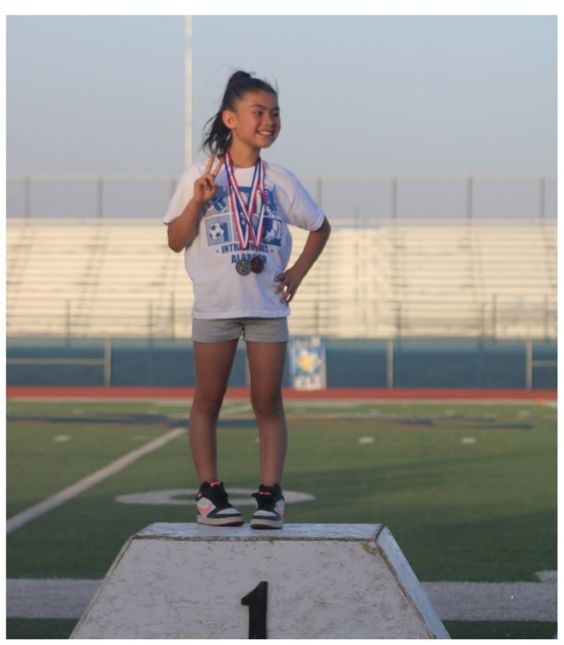
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San Elizario I.S.D.
SOARING TO EXCELLENCE
EST. 1919

Explanation of Benefits MEETING

When & How to Use Them

aetna®

Wednesday | July 24, 2024
5:30 PM - 6:30 PM
Click here to Join the Meeting
Microsoft TEAMS Meeting ID: 271 784 336 210 Passcode: a9AMEe

Monday | July 29, 2024
11:00 AM - 12:00 PM
Click here to Join the Meeting
Microsoft TEAMS Meeting ID: 247 729 296 411 Passcode: Ygxugm

#CommitmentValorYCorazon

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MEMORANDUM

To: Members of the Board of Trustees
From: Lisa D. Renegar; Planning & Instruction
Subject: Summary of 2024 TELPAS Scores
Date: August 14, 2024

HISTORY: TELPAS is a required state assessment that is administered to all EB (Emergent Bilingual) students on an annual basis. TELPAS consists of instruments that measure the domains of listening, speaking, reading, and writing. All EB students take 2 online tests in the spring semester, which measure Reading/Writing and Listening/Speaking. Collectively, the scores for listening, speaking, reading, and writing help us determine whether an EB student has grown from one year to another in their English language proficiency.

RATIONALE: English language proficiency for EB students is rated as Beginner, Intermediate, Advanced, or Advanced High. The goal for an EB student is to reach Advanced High, which is the equivalent of being fluent in the English language. Once that occurs, the student may be exited from EB status and services if services are being received.

If EB students are progressing as they should, they will grow one level per year, which will be reflected in the Yearly Progress Indicator. For instance, we would want an Intermediate student in 2023 to become an Advanced student in 2024, which shows yearly progress. Generally, having a high percentage in the "1 Level Higher" column is desirable, and a low percentage in the "Lower or Same Level" column. This would show that students are growing by one level in one calendar year.

TELPAS testing took place in the spring semester of 2024. The tables attached provide a summary of our 2024 TELPAS scores, which reflect expected findings in the Yearly Progress Indicator.

BUDGET:
There is no identified budgetary impact.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board review the 2024 TELPAS scores as presented.

Please check one: ☐ For approval ☒ Report / Information only ☐ Recognition only
☒ Attachment Included

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Alarcon Elementary

	Yearly Progress Indicator			
	Lower or Same Level	1 Level Higher	2 Levels Higher	3 Levels Higher
All Students	70%	30%	0%	0%
Grade 3	65%	33%	2%	0%
Grade 4	71%	29%	0%	0%
Grade 5	65%	35%	0%	0%
Grade 6	76%	24%	0%	0%

Borrego Elementary

	Yearly Progress Indicator			
	Lower or Same Level	1 Level Higher	2 Levels Higher	3 Levels Higher
All Students	65%	32%	3%	0%
Grade 3	76%	21%	2%	0%
Grade 4	74%	26%	0%	0%
Grade 5	35%	55%	9%	0%
Grade 6	72%	28%	0%	0%

Sambrano Elementary

	Yearly Progress Indicator			
	Lower or Same Level	1 Level Higher	2 Levels Higher	3 Levels Higher
All Students	64%	30%	6%	0%
Kindergarten	100%	0%	0%	0%
Grade 1	58%	31%	10%	0%
Grade 2	69%	30%	2%	0%

GEMS

	Yearly Progress Indicator			
	Lower or Same Level	1 Level Higher	2 Levels Higher	3 Levels Higher
7-8 (Overall)	71%	28%	1%	0%
Grade 7	74%	25%	1%	0%
Grade 8	68%	31%	1%	0%

SEHS

	Yearly Progress Indicator			
	Lower or Same Level	1 Level Higher	2 Levels Higher	3 Levels Higher
Gr. 9-12 (Overall)	76%	23%	1%	0%

District Overall

	Yearly Progress Indicator			
	Lower or Same Level	1 Level Higher	2 Levels Higher	3 Levels Higher
Overall (All Students)	70%	28%	2%	0%

The mission of the San Elizario Independent School District is to graduate students with innovative skills for 21st-century careers by focusing on academic and social skills, fostering transformative practices, and building community support through positive relationships between home and school.

Texas schools got billions in federal pandemic relief. It is coming to an end as the school year starts.

> Educators say they'll struggle to keep the programs they created with those funds, highlighting their precarious situation without more state help.

BY **JADEN EDISON** AUG. 7, 2024 11 HOURS AGO

▶ SHARE REPUBLISH

Students at Lorenzo G. Alarcon Elementary School this summer open boxes of school supplies paid for with Elementary and Secondary School Emergency Relief (ESSER) funds in San Elizario. Justin Hamel for The Texas Tribune

We're testing using AI-powered tools to provide an audio version of this story. While this audio recording is machine-generated, the story was written by human journalists. Read more on our AI policy.

Sign up for The Brief, The Texas Tribune's daily newsletter that keeps readers up to speed on the most essential Texas news.

The $43 million infusion the Port Arthur Independent School District received in federal COVID-19 pandemic relief funds accomplished more than Phyllis Geans could have ever imagined.

The money allowed the district to upgrade antiquated heating, ventilation and air conditioning systems. Teachers earned retention stipends at a time when many were leaving the profession. Students received new band instruments. An ambitious summer program taught them about photography, robots and skydiving.

"We were excited, really excited, because we started thinking about things that we knew were almost impossible," said Geans, Port Arthur ISD's assistant superintendent of operations. "It was unreal."

Districts like Port Arthur ISD, where roughly 85% of students are economically disadvantaged, received a level of financial support they likely wouldn't have received otherwise — and they took advantage of it by investing in community health, learning, infrastructure and safety.

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But the more than $19 billion Texas schools received in Elementary and Secondary School Emergency Relief funds over the last four years will expire on Sept. 30, with a few exceptions.

The money will go away at a time when Texas schools are already struggling to keep the lights on. A number of districts are planning to enter the next school year with multimillion-dollar holes in their budgets as inflation has sent costs soaring. The Texas Legislature failed last year to approve a significant boost to the base amount of money every school receives per student — an amount that hasn't changed since

2019 — as lawmakers fought over whether to fund private education with taxpayer dollars.

School administrators say losing the pandemic relief funds not only threatens the programs they paid for but also highlights how precarious their districts' situation has become after years of clamoring for more state funding.

"It's not about making up ESSER, because we all knew that was one-time funding," said La Joya ISD Superintendent Marcey Sorensen. "I just would ask, without getting political whatsoever, that everybody just look in the mirror and say, OK, if we really haven't provided additional funding since 2019, maybe it's time that we just give school districts a little bit more of what they need, knowing that kids have different needs now."

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Congress established the ESSER program in 2020 to help schools address the devastating impacts of the COVID-19 pandemic. In Texas, districts experienced significant enrollment declines and the number of burnt-out teachers exiting the profession skyrocketed. Years of educational gains unraveled as kids, parents and teachers struggled with school closures and the hurried transition to online learning.

District leaders say the federal pandemic relief funds helped them address learning disruptions and provide additional academic support for students.

"They helped us ride out the five years of no new funding from the state," said Ronald Wilson, Hearne ISD's chief financial officer.

Recent studies show the relief funds helped schools across the country improve test scores. For districts where most students come from low-income households, the funds were particularly meaningful, and not just for academics.

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In Port Arthur ISD, where most students are Black and Hispanic and the four-year graduation rate is well below the state average, the Brilliance Academy summer program took students on an indoor skydiving trip, where they learned about wind resistance, speed and velocity. The district created a program that paid high school seniors to provide supplemental classroom instruction to elementary kids. Geans said some of the students who participated in the program later expressed interest in pursuing a career in teaching.

Meanwhile, Paris ISD established income incentives for teachers to mentor students. Hearne ISD hired behavioral specialists and social workers to assist students and their families during the pandemic. San Elizario ISD built spaces for recreational activities like playing the piano and hosted family fitness, literacy and math events.

San Elizario High School received Elementary and Secondary School Emergency Relief (ESSER) funds for a state-of-the-art e-sports lab. Justin Hamel for The Texas Tribune

"I think we were more successful in growing the whole child, on the part where we're growing young ladies and young men," said Jerrica Liggins, Paris ISD's secondary education director and college transition coordinator. "We gave them things that they need to be successful in the next grade level or whether they were graduating and going out into the workforce. We gave them things that helped make them a better person."

Schools across the country have faced questions about how they've spent federal relief funds. District officials who used them for things like hiring more staff for their central offices, purchasing pool passes or renovating sports stadiums have received the harshest criticism.

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Texas schools will likely face similar spending questions next year. Lt. Gov. Dan Patrick, who presides over the Texas Senate, recently directed that chamber's education committee to review how public schools spent the massive influx of federal COVID-19 relief money. The review will likely focus on how districts used the funds to improve student outcomes.

Standardized test scores are one of the main ways in which student achievement and growth are measured in the state, and the same is true for how the use of pandemic relief funds has been evaluated in national studies.

In Texas, the pandemic caused a dramatic decline in learning, with reading and math scores hit particularly hard. The effects were even more profound for students who participated in online classes. Math scores have yet to rebound to pre-pandemic levels.

How to hold schools accountable for Texas students' academic performance has also been a contentious issue in recent years. School districts have fought with the Texas Education Agency over its letter grade accountability system, claiming recent changes would hurt their ratings. School officials have argued that testing scores alone are not enough to measure school systems' effectiveness.

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What ESSER spending evaluations sometimes miss is the extent to which the relief funds helped school districts stay alive, said Amanda Brownson, deputy executive director of the Texas Association of School Business Officials.

The funds "helped them keep the doors open, helped them make sure staff were in classrooms ready to greet kids when they came back; it helped them not … collapse," Brownson said. "What we don't have is the counterfactual: What shape would school districts be in right now if they had to manage the pandemic and had not had ESSER funding available?"

Elianna Ramirez plays a trombone that the San Elizario High School purchased with federal Elementary and Secondary School Emergency Relief (ESSER) funds. Justin Hamel for The Texas Tribune

Maintaining the programs Texas schools created with federal relief funds will likely be difficult without them.

A recent survey conducted by the TASBO found that out of 313 school districts across the state, nearly 80% reported deficit budgets or a lack of resources as one of their top challenges. Ninety percent of respondents said they have less than a quarter of pandemic relief funds remaining.

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Gov. Greg Abbott has faced sharp criticism from public school advocates for his unwillingness to support standalone legislation to significantly boost school funding.

Since last year, Abbott has pushed for education savings accounts, which would allow families to use tax dollars to pay for their children's private education and other school-related expenses. Opponents in the Texas House, citing worries that such a program would siphon funds away from public schools, successfully blocked the measure. But it meant public schools wouldn't get the funding boost they wanted: Abbott had said he would veto any school funding proposal that did not include an education savings accounts program.

The governor has vowed to make a similar push when the Legislature reconvenes next year.

The uncertainty around state funding for public schools has created a situation where school districts are spending more time worrying about their financial sustainability and less about what's best for students, said Monty Exter, governmental relations director of the Association of Texas Professional Educators.

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But for low-income districts, money difficulties are not unfamiliar. And they plan to do what they've always done: find ways to provide for students and families with their limited resources.

Some school districts are encouraging their staff to be on the lookout for local grant opportunities. Others are thinking of asking voters to increase the tax revenue going

to schools or support school bonds. Few say they are looking to the Legislature for solutions.

Lorenzo G. Alarcon Elementary School in San Elizario used Elementary and Secondary School Emergency Relief (ESSER) funds to create a quiet room for students. Justin Hamel for The Texas Tribune

”We're taking as much of the funding issues on ourselves and moving forward,” said Hearne ISD Superintendent Adrian Johnson, adding that he is still hopeful that legislators will do more to fund public schools.

“But we're not waiting on that to happen,” he said.

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MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Subject: Mission: Progressing Together Parent Meetings
Date: August 14, 2024

HISTORY:

The Mission: Progressing Together Parent Meetings development results from the Administration's strong desire to support and commit to parental and community engagement. The administration intends to continue seeking more parental involvement to support engagement between the district and parents and to be inclusive of community members. To continue this process, the Administration has developed monthly meetings to be held throughout the year where individuals attending will be presented with a topic and have an opportunity to have a Q & A session with the Superintendent. This will continue to keep our parents informed and be one of the forums for any changes to be communicated.

RATIONALE:

The establishment of monthly meetings throughout the year is to build parent relationships. The District and Parents regularly meet to discuss how to support continued and improved student outcomes. This will be a collaborative effort that will, in turn, support the efforts of each of our schools, as the goal is to also make instructional connections that parents will be able to utilize with their children.

BUDGET:

The budget impact will be approximately $50 per meeting for refreshments ($100 total for two monthly sessions). There is a meeting at 8:30 am in English and another at 9:30 am in Spanish.

ADMINISTRATIVE RECOMMENDATION:

The Administrative recommendation is to be aware of the information presented. You are cordially invited to any of the parent meetings you can attend. Be advised that the rules of the Texas Open Meetings Act apply.

Please check one: ☐ For approval ☒ Report / Information only ☐ Recognition only

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

Soaring to Excellence

District, Family & Community Meeting

- Mission: Progressing Together –

School Year 2024-2025

Date	Location	Time
August 14, 2024	Board Room	9:30 a.m.
September 11, 2024	Board Room	9:30 a.m.
October 16, 2024	Board Room	9:30 a.m.
November 13, 2024	Board Room	9:30 a.m.
December 11, 2024	Board Room	9:30 a.m.
January 15, 2025	Board Room	9:30 a.m.
February 12, 2025	Board Room	9:30 a.m.
March 19, 2025	Board Room	9:30 a.m.
April 9, 2025	Board Room	9:30 a.m.
May 7, 2025	Board Room	9:30 a.m.

Note:

English meeting will be recorded same date at 8:30 a.m.

Spanish meeting will be at 9:30 a.m.

City of San Elizario will be presenting 10:30 a.m.

Topics for Our Mission: Progressing Together

2024-2025 School Year

	Topic	Audience	Date
1.	Child Nutrition Taste of San Eli/Attendance	All Parents	August 14, 2024
2.	Senior Checklist/School Safety	Senior/All Parents	September 11, 2024
3.	SEECHS/CTE	SEHS/GEMS Parents	October 16, 2024
4.	Special Education Dyslexia	All Parents	November 13, 2024
5.	Christmas Celebration	All Parents	December 11 ,2024
6.	Dual Language/Title III	Dual/Bilingual Parent	January 15, 2025
7.	Human Trafficking	All Parents	February 12, 2025
8.	Online Registration	All Parents	March 19, 2025
9.	AVID	All Parents	April 9, 2025
10.	Mother's Day Celebration	All Parents	May 8, 2025

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MEMORANDUM

To: Members of the Board of Trustees
From: Ms. Aggie Reyes, Executive Director of Child Nutrition Services
Subject: June 2024 – Meal Service Update
Date: July 31, 2024

HISTORY: The Child Nutrition Services Department will provide a monthly report to the Members of the Board of Trustees.

RATIONALE: The Child Nutrition Services Department served 9,469 student meals in the month of June 2024. This count includes breakfast and lunch at Borrego, Sambrano, and High School.

Making meal services available to children during the summer months when school is out is a priority for Child Nutrition Services. Outreach to the community included flyers, posters, yard signs, plus website and social media posts.

Abuelita's Kitchen Academy was held at Borrego Elementary in June. Children prepared new recipes and showcased their new skills to their families once the program concluded.

New menu selections, a vegetable bar offered during lunch at High School, awarded Fresh Fruit & Vegetable Programs at all elementary schools, and an equipment grant award for grab and go meal distribution at High School are some of the highlights for the 2024-2025 school year.

Looking forward to a prosperous and productive year ahead!

BUDGET: No budget impact.

ADMINISTRATIVE RECOMMENDATION: No Recommendation

Please check one: ☐ For approval ☒ Report / Information only ☐ Recognition only
☐ Attachment Included

The secret ingredient is always LOVE

2024

Gorditas

Asado

Enchiladas

Chicken Mole

"Cooking with kids is not just about ingredients, recipes, and cooking. It's about harnessing imagination, empowerment, and creativity."

–Guy Fieri

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MEMORANDUM

To: Members of the Board of Trustees
From: Lisa D. Renegar, Research & Evaluation Administrator
Subject: Analysis of STAAR and EOC Scores for Spring 2024
Date: August 14, 2024

HISTORY:

In SEISD, STAAR testing was conducted in grades 3-12 in April-May 2024. Below are the grade levels and subjects tested. Spanish testing is also available in grades 3-5.

- Mathematics in grades 3-8
- Reading in grades 3-8
- Science in grades 5 and 8
- Social Studies in grade 8
- English I and II
- U.S. History
- Algebra I
- Biology

RATIONALE:

STAAR/EOC is scored with 3 performance levels:

Approaches = Passing but considered below grade level. Significant interventions may be needed for success at the next grade level.

Meets = Considered to be on grade level, minimal interventions may be needed for success at the next grade level.

Masters = Considered high performance; no interventions are needed for success the subsequent year.

Addendum A compares the 2023 and 2024 STAAR scores at each tested grade level and subject. Analysis of these tables helps to identify trends, bright spots, and areas of work. Based on the findings, areas of work are addressed all year in PLC's, trainings, and during each school day as teachers and instructional staff work with students.

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In the tables within Addendum A, green cells on the right side indicate a gain from the prior year, and pink cells show a decrease from the preceding year. Yellow cells indicate no change from the last year.

In addition to comparing SEISD's results from 2023 to 2024, we also analyze the data by comparing our 2024 performance to Region 19 and statewide results. Addendum B provides descriptive graphs which illustrate these comparisons.

BUDGET:

There is no budgetary impact.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board review the STAAR / EOC scores as presented.

Please check one: ☐ For approval ☒ Report / Information only ☐ Recognition only
☒ Attachment Included

2024 STAAR/EOC Results

Ms. Lisa D. Renegar

August 14, 2024

What is STAAR Tested?

- Mathematics in grades 3-8
- Reading in grades 3-8
- Science in grades 5 and 8
- Social Studies in grade 8
- English I and II
- U.S. History
- Algebra I
- Biology

This was unchanged in 2024.

Approaches

Approaches Grade Level

Minimum Passing Standard

Targeted interventions will be needed next year

Meets

Meets Grade Level

On Grade Level

Minimal interventions may be needed next year

Masters

Masters Grade Level

Advanced Level

Will likely do fine next year without additional help

STAAR/EOC Performance Levels

2024 STAAR and EOC Results

Bright spots and work zones to drive 24-25.

Math and Reading

Grades 3-8

428

3rd Grade Math

2024 Third Grade Math	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	55%	31%	8%	-18%	11%	2%
Borrego	53%	18%	3%	-15%	-13%	-10%
District Average	54%	23%	5%	-16%	-4%	-5%

WORK AREA

3rd grade math will work towards more students passing the test at the approaches level in 24-25.

Alarcon's 3rd graders have raised their grade-level and above grade-level math achievement by 11% and 2% at the meets and master's levels.

3rd Grade Reading

2024 Third Grade Reading	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	58%	38%	3%	-5%	8%	-8%
Borrego	64%	33%	13%	-1%	-4%	-1%
District Average	62%	35%	10%	-2%	1%	-3%

WORK AREA

3rd grade reading will work towards additional students reaching the master's level.

Our 3rd graders at Alarcon showed improvements in reading achievement at the meets level, which is "on grade-level."

4th Grade Math

2024 Fourth Grade Math	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	61%	25%	8%	-8%	-12%	-2%
Borrego	58%	33%	7%	1%	1%	-6%
District Average	59%	30%	7%	-3%	-4%	-5%

WORK AREA

4th grade math will work towards more students passing the test at the approaches level in 24-25.

Borrego was able to make minor improvements at both the approaches and meets levels.

4th Grade Reading

2024 Fourth Grade Reading	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	65%	38%	11%	9%	17%	5%
Borrego	71%	40%	17%	15%	17%	14%
District Average	69%	39%	14%	13%	17%	10%

The 4th grade reading results were exceptional, with strong gains in reading at all achievement levels.

5th Grade Math

2024 Fifth Grade Math	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	83%	47%	5%	7%	7%	-2%
Borrego	73%	35%	6%	-9%	-10%	-4%
District Average	77%	40%	6%	-2%	-2%	-3%

5th grade math at Borrego will work towards greater overall passing rates for 24-25.

Alarcon raised the math scores by 7% at both the approaches and meets levels, which helped to stabilize the district average.

5th Grade Reading

2024 Fifth Grade Reading	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	71%	36%	12%	1%	-6%	-6%
Borrego	65%	28%	10%	-4%	-11%	-3%
District Average	68%	32%	11%	-2%	-8%	-4%

WORK AREA

5th grade reading at Borrego will work towards greater overall passing rates for 24-25.

BRIGHT SPOTS

Alarcon was able to stabilize reading at the approaches level and avoid a decline.

6th Grade Math

2024 Sixth Grade Math	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	80%	33%	6%	-3%	2%	-1%
Borrego	77%	43%	12%	2%	11%	6%
District Average	79%	39%	10%	1%	7%	4%

6th grade math showed a very strong performance overall with gains across the board at the district level.

6th Grade Reading

2024 Sixth Grade Reading	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	68%	46%	19%	-5%	4%	6%
Borrego	73%	47%	12%	2%	13%	4%
District Average	71%	47%	15%	-1%	10%	5%

6th grade performed exceptionally well in reading, with strong gains as a district at the meets and master's levels.

GEMS Math

2024 STAAR/EOC Math	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Grade 7	42%	21%	2%	-7%	5%	-1%
Grade 8	51%	9%	0%	-25%	-22%	-2%
Algebra I-- Grade 8	98%	89%	61%	-2%	-5%	-14%

WORK AREA

8th grade math is an area of work for 24-25 with the goal of having more students pass the test.

7th grade improved the meets percentage in math. Algebra continued with a strong performance even as they expanded the program to include additional students of varying abilities.

GEMS Reading

2024 STAAR Reading	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Grade 7	55%	28%	9%	-9%	-1%	3%
Grade 8	74%	39%	8%	-2%	-3%	-5%

WORK AREA

GEMS will work towards greater passing rates on the reading test for 24-25.

GEMS' results in reading showed an increase at the master's level in grade 7.

Science and Social Studies

Grades 5 and 8

5th and 8th Grade Science

2024 Fifth Grade Science	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	34%	8%	1%	-19%	-17%	-5%
Borrego	50%	19%	3%	-12%	-9%	-10%
District Average	43%	14%	2%	-15%	-14%	-8%

2024 Eighth Grade Science	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
GEMS 8th	56%	23%	5%	-2%	-3%	-3%

Science will be an area to address this year, with the goal of higher passing rates at approaches. Students will be exposed to higher levels of hands-on, laboratory-based instruction for science in 24-25.

8th Grade Social Studies

2024 STAAR Social Studies	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Grade 8	35%	8%	3%	-11%	-9%	-2%

WORK AREA

It has been historically difficult to make movement in 8th grade Social Studies. Work will continue to improve reading comprehension, which is an integral part of this test.

441

High School EOC's

Grades 9-12

442

English I and II

2024 English I	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
SEHS	49%	37%	6%	-13%	4%	3%

2024 English II	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
SEHS	61%	40%	3%	-6%	6%	-1%

SEHS will work towards greater percentages of students passing the English I and II tests at the approaches level.

English I and II have the highest passing standards of all STAAR tests. We made gains in meets for both tests, and at the master's level for English I.

Algebra I and U.S. History

2024 Algebra I	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
SEHS	59%	5%	0%	-16%	-14%	-3%
GEMS	98%	89%	61%	-2%	-5%	-14%

2024 U.S. History	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
SEHS	93%	55%	19%	0%	0%	2%

WORK AREA

Algebra I will be a significant area of focus for SEHS in 24-25.

U.S. History was relatively unchanged, as the scores were already high.

Biology

2024 Biology	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
SEHS	81%	36%	5%	-4%	1%	-4%

Biology continued a strong performance in 2024. The work will continue to get more students to pass the test.

In 2024-2025, the work continues. STAAR analysis is well underway. The PLC work taking place will lead to stronger, collaborative lessons with a more effective first-teach.

ADDENDUM A

STAAR Mathematics--2023-2024 Comparison; Grades 3-6; All Students

2023 Third Grade Math	Approaches	Meets	Masters
Alarcon	73%	20%	6%
Borrego	68%	31%	13%
District Average	70%	27%	10%

2024 Third Grade Math	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	55%	31%	8%	-18%	11%	2%
Borrego	53%	18%	3%	-15%	-13%	-10%
District Average	54%	23%	5%	-16%	-4%	-5%

2023 Fourth Grade Math	Approaches	Meets	Masters
Alarcon	69%	37%	10%
Borrego	57%	32%	13%
District Average	62%	34%	12%

2024 Fourth Grade Math	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	61%	25%	8%	-8%	-12%	-2%
Borrego	58%	33%	7%	1%	1%	-6%
District Average	59%	30%	7%	-3%	-4%	-5%

2023 Fifth Grade Math	Approaches	Meets	Masters
Alarcon	76%	40%	7%
Borrego	82%	45%	10%
District Average	79%	42%	9%

2024 Fifth Grade Math	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	83%	47%	5%	7%	7%	-2%
Borrego	73%	35%	6%	-9%	-10%	-4%
District Average	77%	40%	6%	-2%	-2%	-3%

2023 Sixth Grade Math	Approaches	Meets	Masters
Alarcon	83%	31%	7%
Borrego	75%	32%	6%
District Average	78%	32%	6%

2024 Sixth Grade Math	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	80%	33%	6%	-3%	2%	-1%
Borrego	77%	43%	12%	2%	11%	6%
District Average	79%	39%	10%	1%	7%	4%

ADDENDUM A

STAAR Reading--2023 vs. 2024 Comparison; Grades 3-6; All Students

2023 Third Grade Reading	Approaches	Meets	Masters
Alarcon	63%	30%	11%
Borrego	65%	37%	14%
District Average	64%	34%	13%

2024 Third Grade Reading	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	58%	38%	3%	-5%	8%	-8%
Borrego	64%	33%	13%	-1%	-4%	-1%
District Average	62%	35%	10%	-2%	1%	-3%

2023 Fourth Grade Reading	Approaches	Meets	Masters
Alarcon	56%	21%	6%
Borrego	56%	23%	3%
District Average	56%	22%	4%

2024 Fourth Grade Reading	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	65%	38%	11%	9%	17%	5%
Borrego	71%	40%	17%	15%	17%	14%
District Average	69%	39%	14%	13%	17%	10%

2023 Fifth Grade Reading	Approaches	Meets	Masters
Alarcon	70%	42%	18%
Borrego	69%	39%	13%
District Average	70%	40%	15%

2024 Fifth Grade Reading	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	71%	36%	12%	1%	-6%	-6%
Borrego	65%	28%	10%	-4%	-11%	-3%
District Average	68%	32%	11%	-2%	-8%	-4%

2023 Sixth Grade Reading	Approaches	Meets	Masters
Alarcon	73%	42%	13%
Borrego	71%	34%	8%
District Average	72%	37%	10%

2024 Sixth Grade Reading	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	68%	46%	19%	-5%	4%	6%
Borrego	73%	47%	12%	2%	13%	4%
District Average	71%	47%	15%	-1%	10%	5%

ADDENDUM A

STAAR Science--2023 vs. 2024 Comparison; Grades 5 and 8; All Students

2023 Fifth Grade Science	Approaches	Meets	Masters
Alarcon	53%	25%	6%
Borrego	62%	28%	13%
District Average	58%	27%	10%

2024 Fifth Grade Science	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Alarcon	34%	8%	1%	-19%	-17%	-5%
Borrego	50%	19%	3%	-12%	-9%	-10%
District Average	43%	14%	2%	-15%	-14%	-8%

2023 Eighth Grade Science	Approaches	Meets	Masters
GEMS 8th	58%	26%	8%

2024 Eighth Grade Science	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
GEMS 8th	56%	23%	5%	-2%	-3%	-3%

STAAR Social Studies--2023 vs. 2024 Comparison; Grade 8; All Students

2023 STAAR Social Studies	Approaches	Meets	Masters
GEMS 8th	46%	17%	5%

2024 STAAR Social Studies	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
GEMS 8th	35%	8%	3%	-11%	-9%	-2%

ADDENDUM A

GEMS Grades 7-8; All STAAR Tests; 2023-2024 Comparison; All Students

2023 STAAR/EOC Math	Approaches	Meets	Masters
Grade 7	49%	16%	3%
Grade 8	76%	31%	2%
Algebra I--Grade 8	100%	94%	75%

2024 STAAR/EOC Math	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Grade 7	42%	21%	2%	-7%	5%	-1%
Grade 8	51%	9%	0%	-25%	-22%	-2%
Algebra I--Grade 8	98%	89%	61%	-2%	-5%	-14%

2023 STAAR Reading	Approaches	Meets	Masters
Grade 7	64%	29%	6%
Grade 8	76%	42%	13%

2024 STAAR Reading	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Grade 7	55%	28%	9%	-9%	-1%	3%
Grade 8	74%	39%	8%	-2%	-3%	-5%

2023 STAAR Science	Approaches	Meets	Masters
Grade 8	58%	26%	8%

2024 STAAR Science	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Grade 8	56%	23%	5%	-2%	-3%	-3%

2023 STAAR Social Studies	Approaches	Meets	Masters
Grade 8	46%	17%	5%

2024 STAAR Social Studies	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
Grade 8	35%	8%	3%	-11%	-9%	-2%

ADDENDUM A

End-of-Course Exams (EOC); SEHS; 2023-2024 Comparison (All Students; All Tests)

2023 English I	Approaches	Meets	Masters
SEHS	62%	33%	3%

2024 English I	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
SEHS	49%	37%	6%	-13%	4%	3%

2023 English II	Approaches	Meets	Masters
SEHS	67%	34%	4%

2024 English II	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
SEHS	61%	40%	3%	-6%	6%	-1%

2023 Algebra I	Approaches	Meets	Masters
SEHS	75%	19%	3%
GEMS	100%	94%	75%

2024 Algebra I	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
SEHS	59%	5%	0%	-16%	-14%	-3%
GEMS	98%	89%	61%	-2%	-5%	-14%

2023 U.S. History	Approaches	Meets	Masters
SEHS	93%	55%	17%

2024 U.S. History	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
SEHS	93%	55%	19%	0%	0%	2%

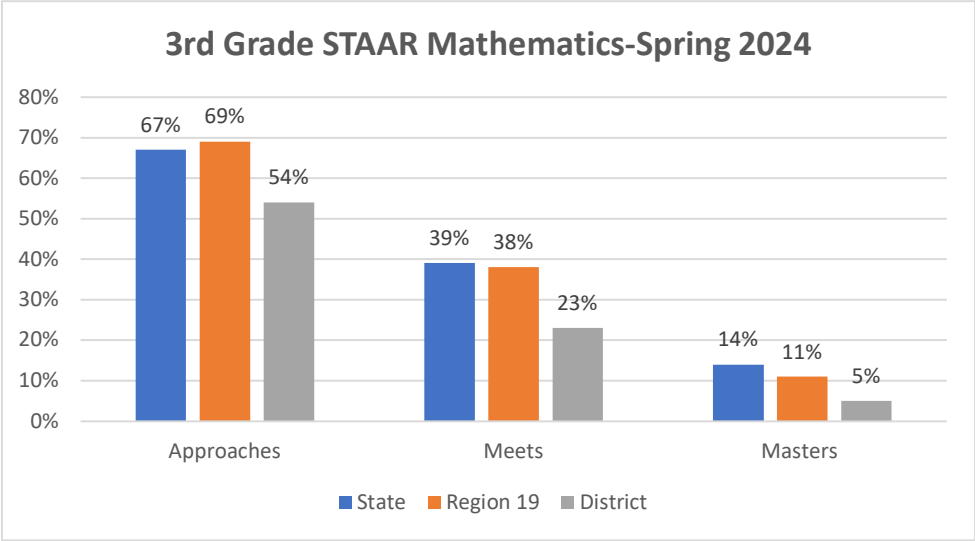
2023 Biology	Approaches	Meets	Masters
SEHS	85%	35%	9%

2024 Biology	Approaches	Meets	Masters	Approaches GL Gain or Loss	Meets GL Gain or Loss	Masters GL Gain or Loss
SEHS	81%	36%	5%	-4%	1%	-4%

ADDENDUM B

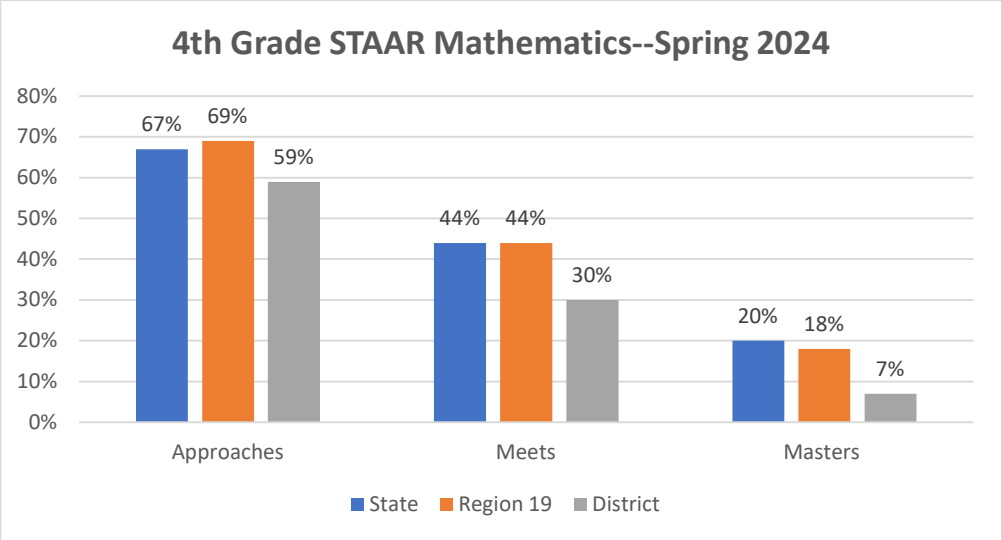
3rd Grade STAAR Mathematics--Spring 2024

Group Tested	Approaches	Meets	Masters
State	67%	39%	14%
Region 19	69%	38%	11%
District	54%	23%	5%



4th Grade STAAR Mathematics--Spring 2024

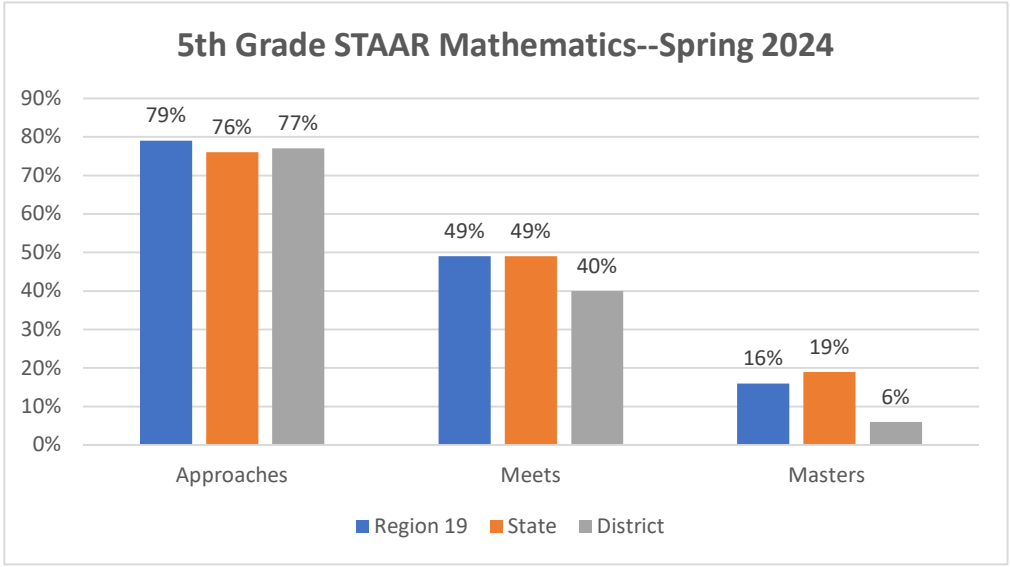
Group Tested	Approaches	Meets	Masters
State	67%	44%	20%
Region 19	69%	44%	18%
District	59%	30%	7%



ADDENDUM B

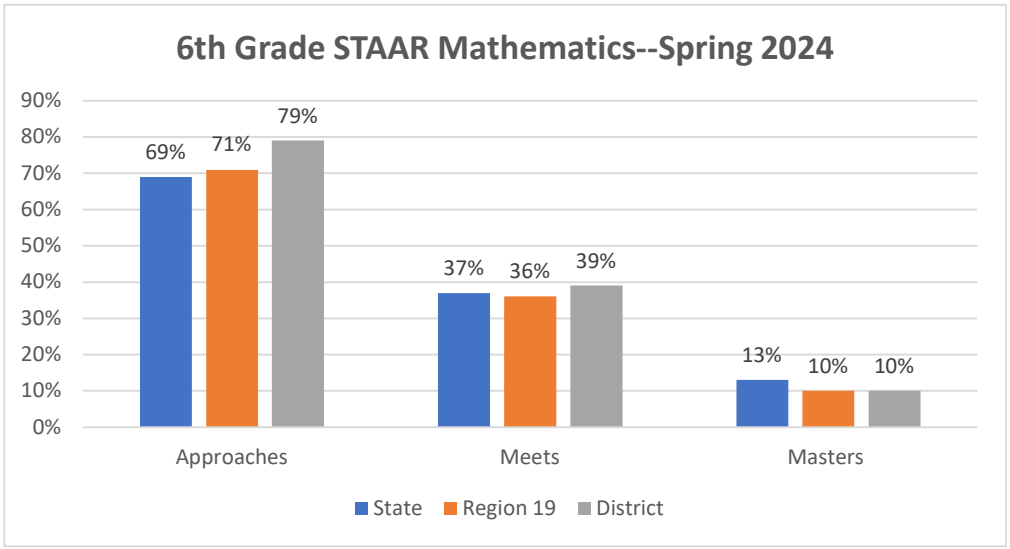
5th Grade STAAR Mathematics--Spring 2024

Group Tested	Approaches	Meets	Masters
Region 19	79%	49%	16%
State	76%	49%	19%
District	77%	40%	6%



6th Grade STAAR Mathematics--Spring 2024

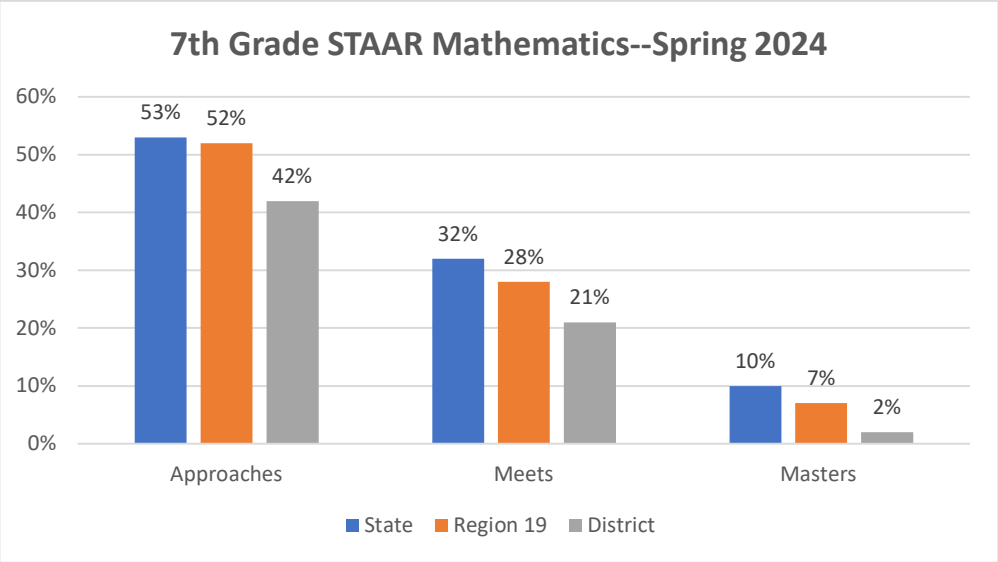
Group Tested	Approaches	Meets	Masters
State	69%	37%	13%
Region 19	71%	36%	10%
District	79%	39%	10%



ADDENDUM B

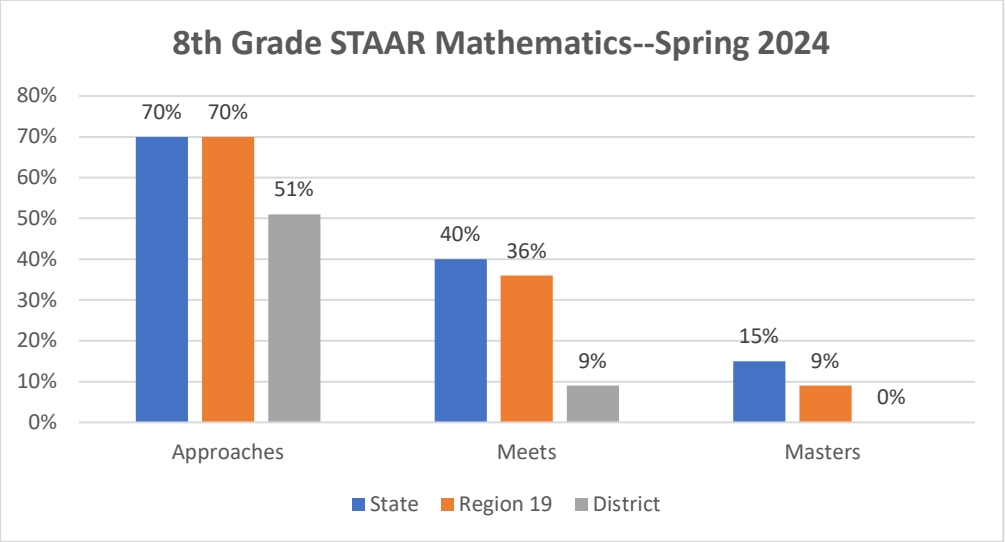
7th Grade STAAR Mathematics--Spring 2024

Group Tested	Approaches	Meets	Masters
State	53%	32%	10%
Region 19	52%	28%	7%
District	42%	21%	2%



8th Grade STAAR Mathematics--Spring 2024

Group Tested	Approaches	Meets	Masters
State	70%	40%	15%
Region 19	70%	36%	9%
District	51%	9%	0%

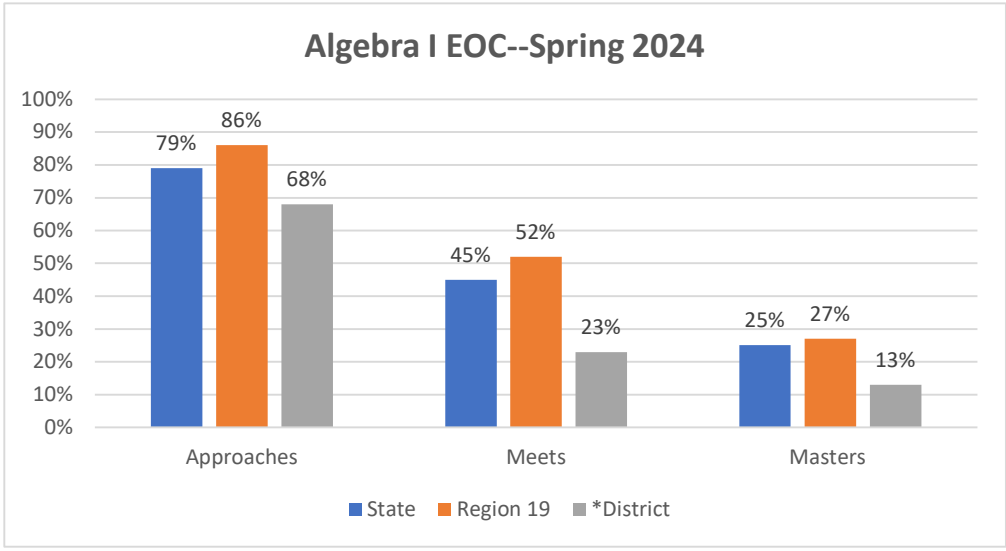


ADDENDUM B

Algebra I EOC--Spring 2024

Group Tested	Approaches	Meets	Masters
State	79%	45%	25%
Region 19	86%	52%	27%
***District**	68%	23%	13%

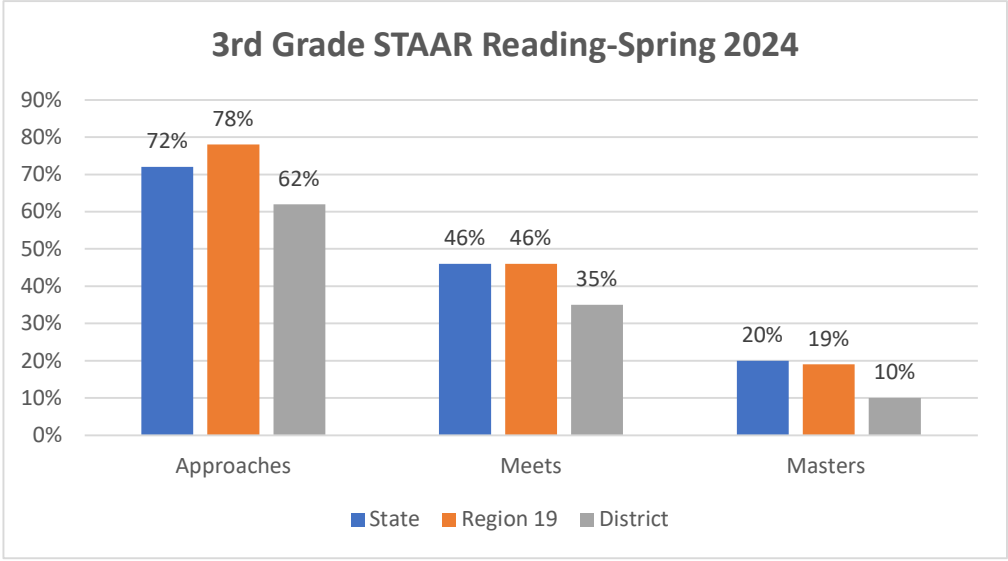
**Includes GEMS and SEHS*



ADDENDUM B

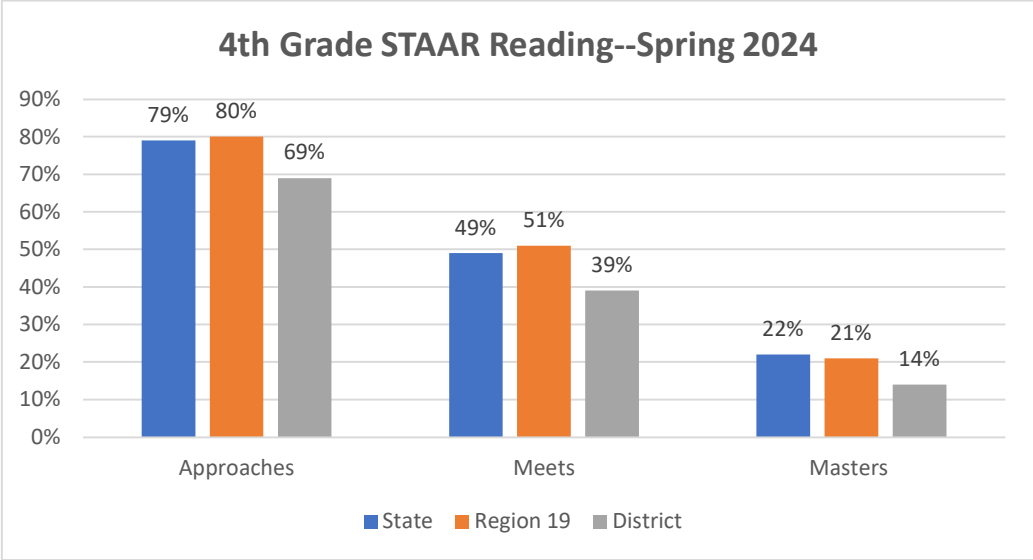
3rd Grade STAAR Reading--Spring 2024

Group Tested	Approaches	Meets	Masters
State	72%	46%	20%
Region 19	78%	46%	19%
District	62%	35%	10%



4th Grade STAAR Reading--Spring 2024

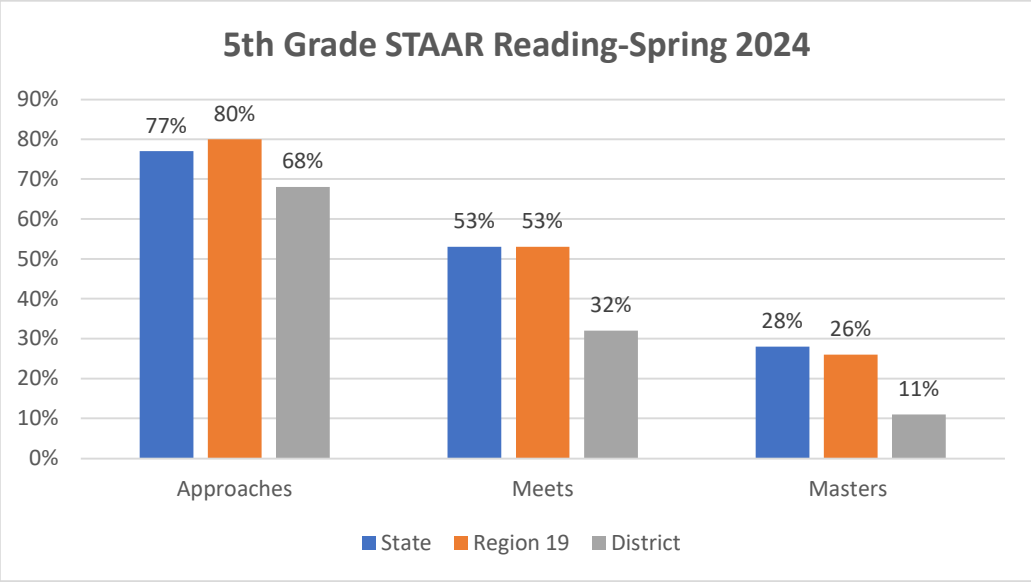
Group Tested	Approaches	Meets	Masters
State	79%	49%	22%
Region 19	80%	51%	21%
District	69%	39%	14%



ADDENDUM B

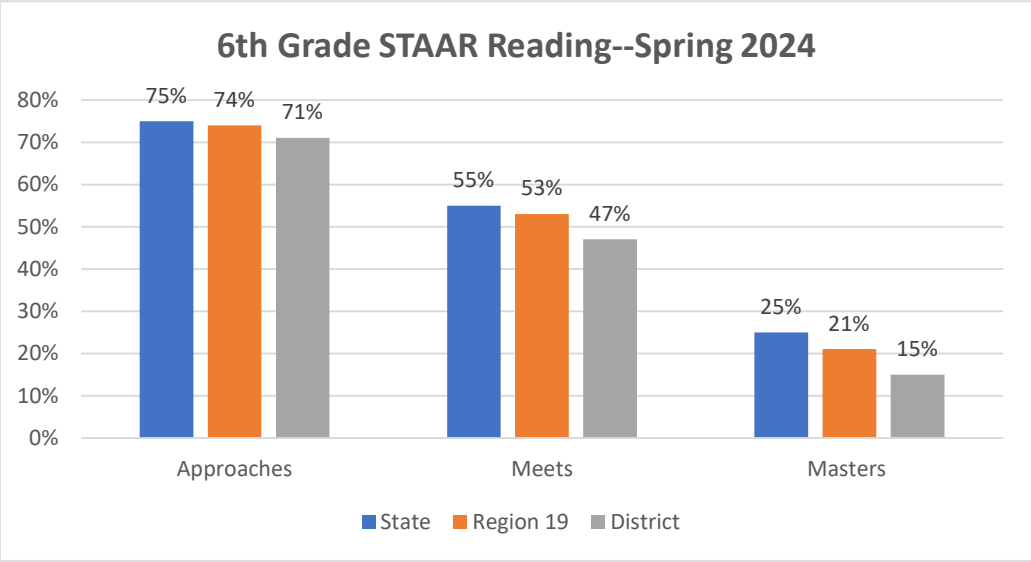
5th Grade STAAR Reading--Spring 2024

Group Tested	Approaches	Meets	Masters
State	77%	53%	28%
Region 19	80%	53%	26%
District	68%	32%	11%



6th Grade STAAR Reading--Spring 2024

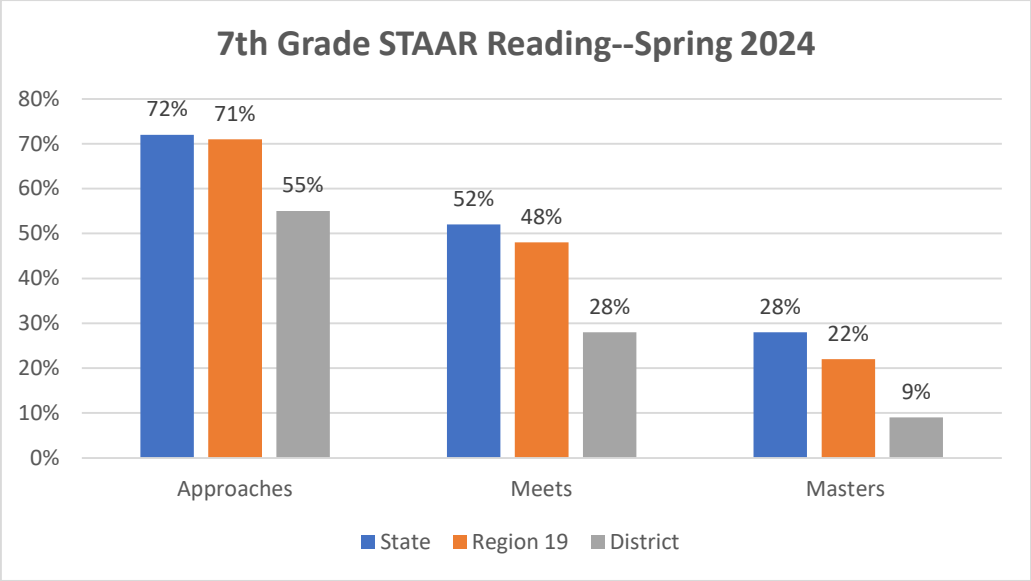
Group Tested	Approaches	Meets	Masters
State	75%	55%	25%
Region 19	74%	53%	21%
District	71%	47%	15%



ADDENDUM B

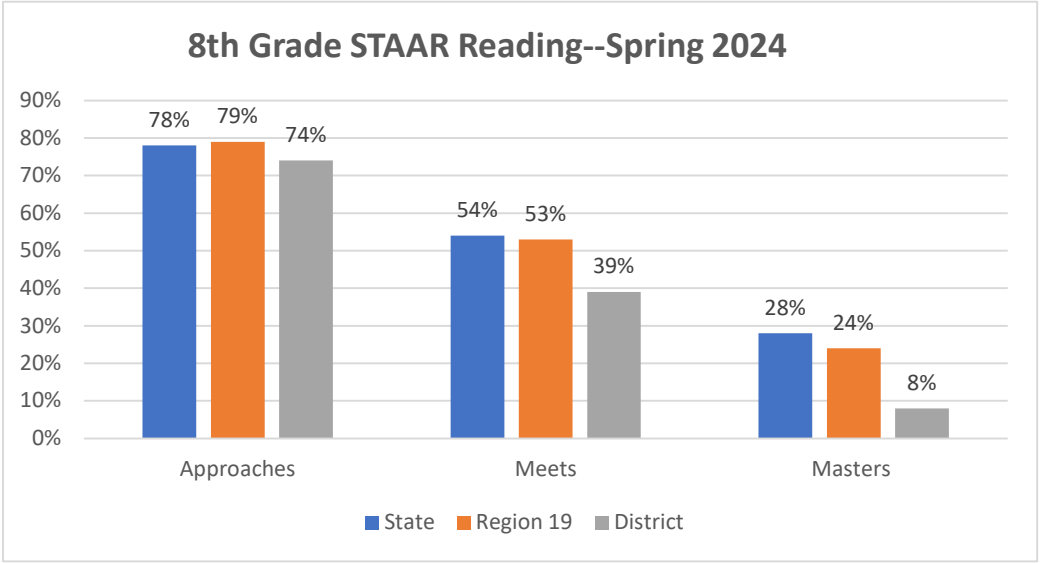
7th Grade STAAR Reading--Spring 2024

Group Tested	Approaches	Meets	Masters
State	72%	52%	28%
Region 19	71%	48%	22%
District	55%	28%	9%



8th Grade STAAR Reading--Spring 2024

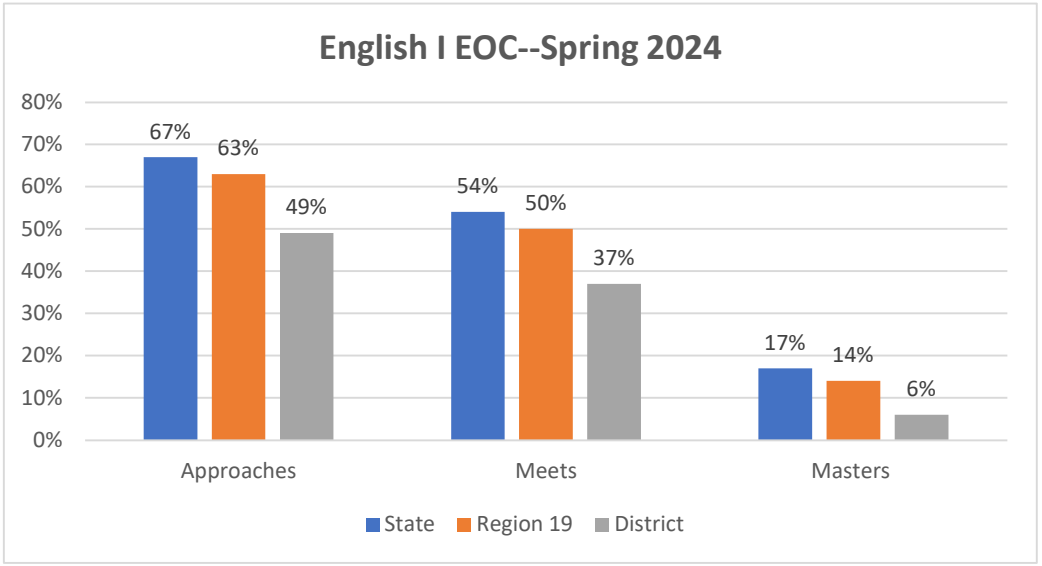
Group Tested	Approaches	Meets	Masters
State	78%	54%	28%
Region 19	79%	53%	24%
District	74%	39%	8%



ADDENDUM B

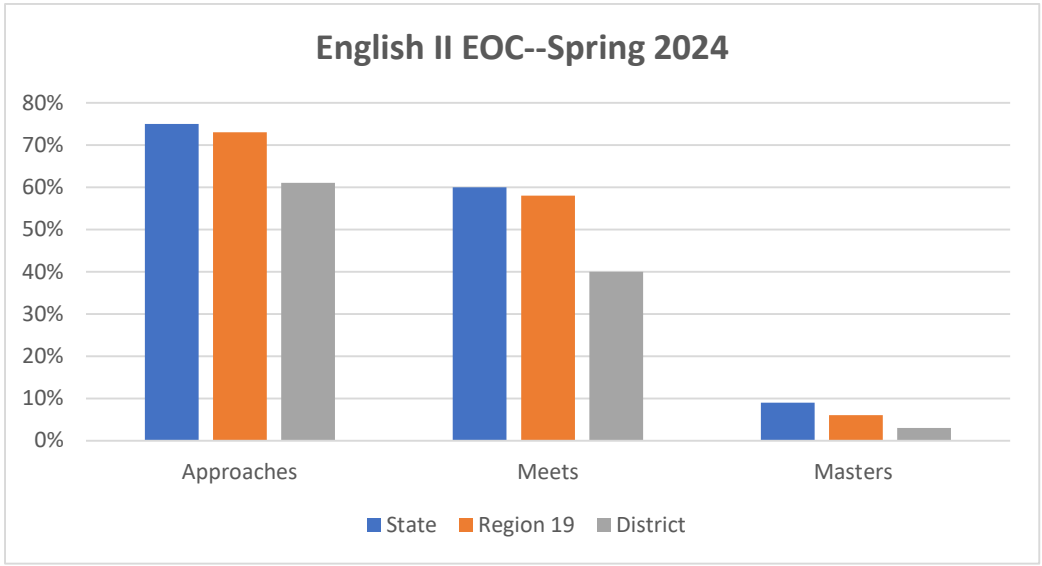
English I EOC--Spring 2024

Group Tested	Approaches	Meets	Masters
State	67%	54%	17%
Region 19	63%	50%	14%
District	49%	37%	6%



English II EOC--Spring 2024

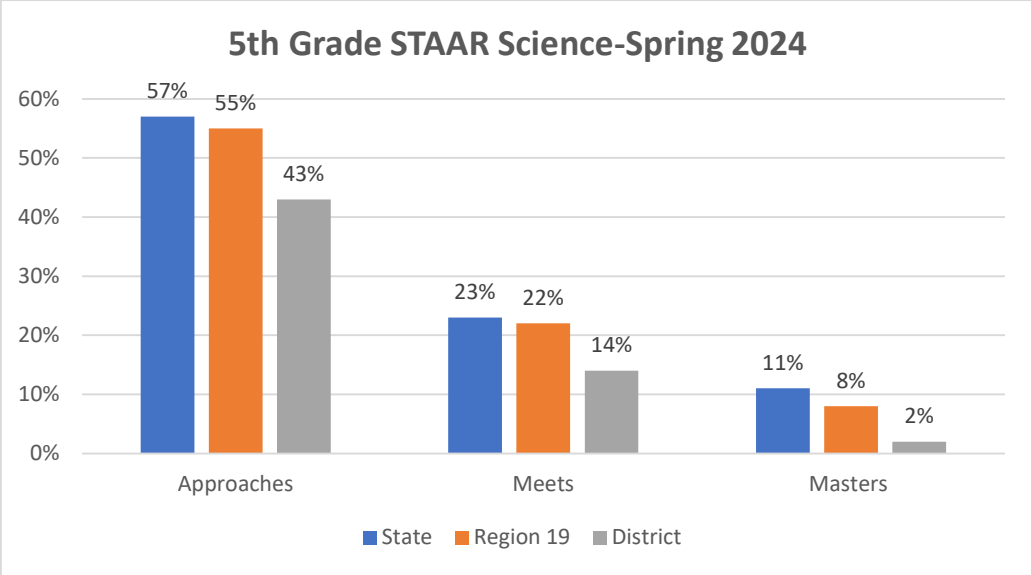
Group Tested	Approaches	Meets	Masters
State	75%	60%	9%
Region 19	73%	58%	6%
District	61%	40%	3%



ADDENDUM B

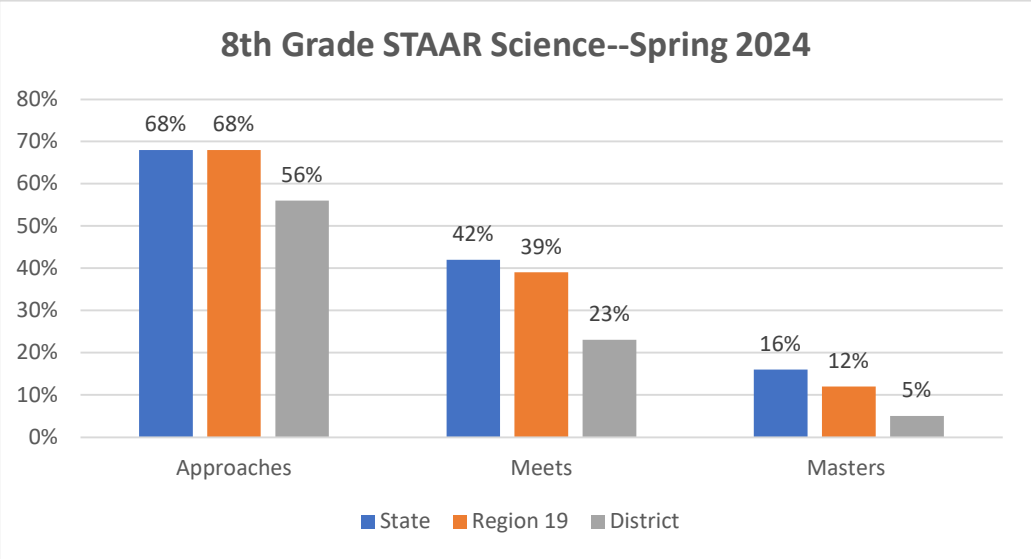
5th Grade STAAR Science--Spring 2024

Group Tested	Approaches	Meets	Masters
State	57%	23%	11%
Region 19	55%	22%	8%
District	43%	14%	2%



8th Grade STAAR Science--Spring 2024

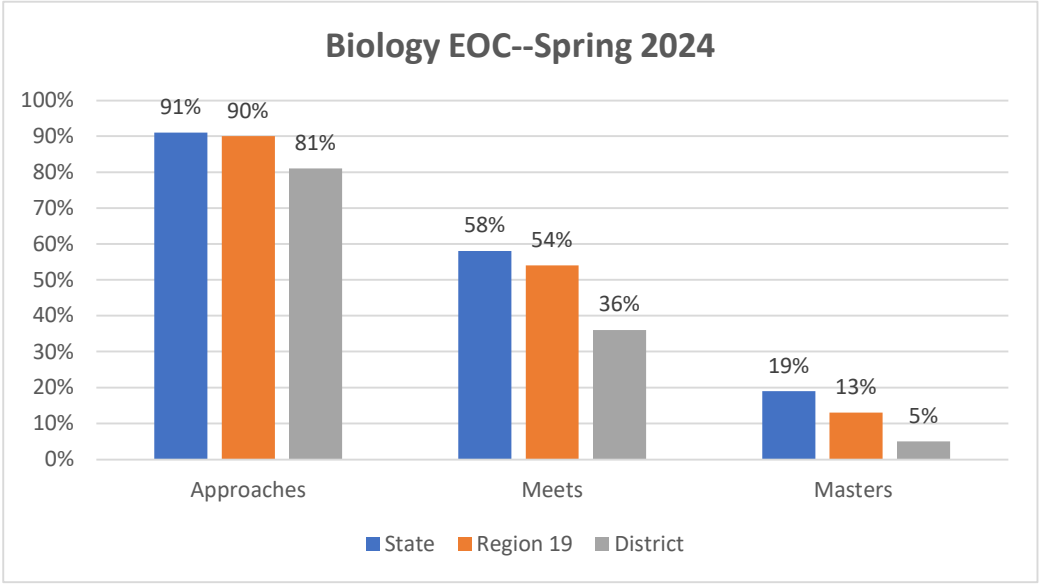
Group Tested	Approaches	Meets	Masters
State	68%	42%	16%
Region 19	68%	39%	12%
District	56%	23%	5%



ADDENDUM B

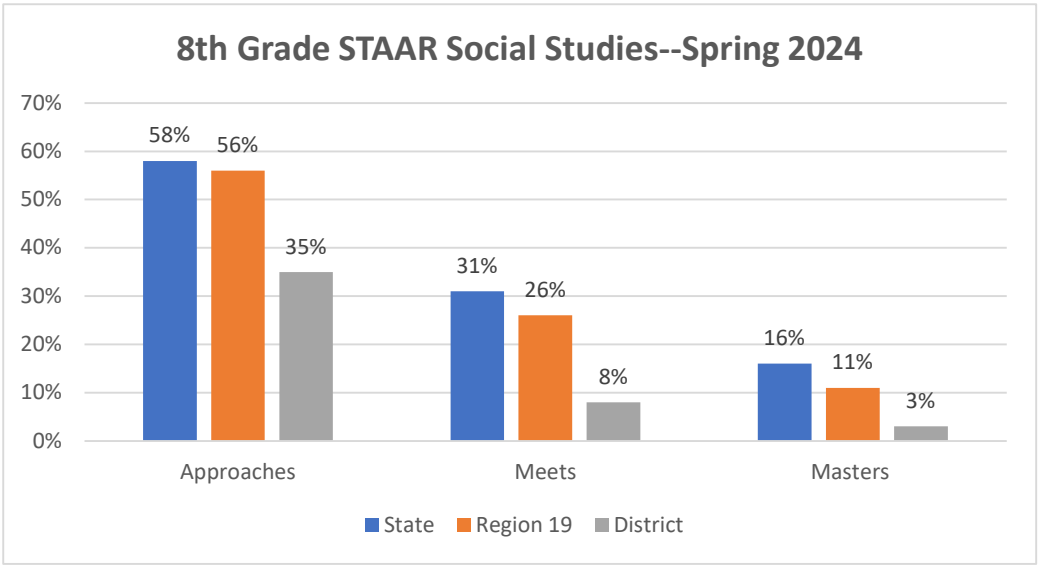
Biology EOC--Spring 2024

Group Tested	Approaches	Meets	Masters
State	91%	58%	19%
Region 19	90%	54%	13%
District	81%	36%	5%



8th Grade STAAR Social Studies--Spring 2024

Group Tested	Approaches	Meets	Masters
State	58%	31%	16%
Region 19	56%	26%	11%
District	35%	8%	3%



ADDENDUM B

U.S. History EOC--Spring 2024

Group Tested	Approaches	Meets	Masters
State	95%	69%	37%
Region 19	95%	67%	33%
District	93%	55%	19%