Agenda of Regular Meeting

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

A Regular Meeting of the Board of Trustees of San Elizario ISD will be held in person on Wednesday, August 13, 2025, 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, which includes the Presiding Officer of the Board Meeting, will be physically present at this location for purposes of this meeting and in conformance with the Texas Open Meetings Act.

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.

Signs, placards, or banners shall not be allowed inside the Boardroom. Additionally, any citizen wishing to distribute printed handout materials to the Board or audience must submit the materials for review by 5:00 p.m. prior to the meeting to the Superintendent's Office. The Superintendent, or their designee, shall inform the speaker if the materials have been approved for distribution prior to the meeting. All printed handout materials shall be distributed to the Board or audience before or after public comment, but not during.

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agenda shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration.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. Establish Quorum
   D. The Pledge of Allegiance 6
      San Elizario ISD Student
   E. Texas Pledge of Allegiance 7
      San Elizario ISD Student
   F. **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** (three-minute limit per speaker, unless otherwise noted)
3. **DISTRICT RECOGNITIONS**
   A. San Elizario High School
      Mr. Troy Enriquez, Principal, San Elizario High School
      1. SEHS Eagle Ops Back on Track Program Participants, Teachers and Administrators
      2. Band State Solo & Ensemble Competition - Score 1 for Superior Performance
   B. Introduction of Employees
      1. Employees in New Positions
         a. Curriculum & Instruction
            Ms. Blanca Cruz, Associate Superintendent
            1. Special Education Director - Mr. Richard Salcido
            2. Principal, Ann M. Garcia-Enriquez Middle School - Mr. Alexander Corona
         b. Special Education Department
            Mr. Richard Salcido, Director, Special Edcuation
            1. Diagnostician - Ms. Perla Silva
         c. Human Resources
            Ms. Gina Ramirez, Executive Director, Human Resources
            1. Department Secretary - Ms. Gabriela Castro
            2. Payroll Specialist - Ms. Fanny Gallardo
         d. Child Nutrition Services
            Ms. Aggie Reyes, Executive Director, Human Resources
            1. Compliance Supervisor - Ms. Evelyn Hernandez
      2. New Employees
         a. Assistant Principal, Ann M. Garcia-Enriquez Middle School - Ms. Fabiola Carranco
            Mr. Alexander Corona, Principal, Ann M. Garcia-Enriquez Middle School
   C. Acceptance into the Leadership TASB Class of 2026 - Mr. Lorenzo Luevano 8
      Dr. Jeannie Meza-Chavez, Superintendent
4. **NEW BUSINESS / BOARD ACTION ITEMS**
   A. Board of Trustees Book Study - Start with Why by Simon Sinek 9
      Board of Trustees
   B. Discussion and possible Board action to approve the 2025-2026 Compensation Plan Post Legislation (HB2) 13
      Ms. Elizabeth Perez, Chief Financial Officer, and Ms. Gina Ramirez, Executive Director, Human Resources
      1. HB2 Update Presentation 19
      2. TEA Information regarding HB2 40
   C. Discussion and possible Board approval of a Delegate and Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly 50
      Board of Trustees
5. **CONSENT AGENDA** - Consider and possible Board action on
   A. Financial Reports
      Ms. Elizabeth Perez, Chief Financial Officer
      1. Tax Report 53
      2. Financial Statements 58
      3. Investment Report 62

4. Budget Amendment 73
5. Purchases exceeding $25,000.00
a. Summit K12 - $48,891.00 76
B. Consider and possible Board action on approval of Resolution stating review of investment policy, investment strategies and designation of investment officer 99
Ms. Elizabeth Perez, Chief Financial Officer
C. Consider and possible Board action on approval of Resolution for selection and approval of authorized investments and financial institutions 105
Ms. Elizabeth Perez, Chief Financial Officer
D. Consider and possible Board action on approval of Resolution approving independent sources for investment training 107
Ms. Elizabeth Perez, Chief Financial Officer
E. Consider and possible Board action on approval of Resolution authorizing the purchase of certificates of deposit 109
Ms. Elizabeth Perez, Chief Financial Officer
F. Consider and possible Board action on approval of Policy FNCE(LOCAL) regarding Personal Communication Devices/Electronic Devices 111
Ms. Blanca Cruz, Associate Superintendent
G. Consider and possible Board action on approval of Policy EFB(LOCAL) regarding Library Materials 114
Ms. Leticia De Santos, Instructional Programs Administrator
H. Consider and possible Board action on approval of the License Agreement between AOPA Foundation relating to the use of certain High School Aviation STEM Curriculum 122
Ms. Sandra Sanchez, Career & Technical Education Administrator
I. Consider and possible Board action on approval of the Common Threads MOU 128
Ms. Agueda Reyes, Executive Director Child Nutrition Services
J. Consider and possible Board action to approve the SEISD Student Code of Conduct 2025-2026 137
Ms. Blanca Cruz, Associate Superintendent
1. Annotations 139
2. English Student Code of Conduct 235
3. Spanish Student Code of Conduct 291
K. Consider and possible Board action to approve the SEISD Employee Handbook 2025-2026 350
Ms. Gina Ramirez, Executive Director Human Resources
L. Consider and possible Board action on Interlocal Agreement for the Establishment & Operation of El Paso County JJAEP - Chapter 37 of the Texas Education Code 445
Dr. Jeannie Meza-Chavez, Superintendent
M. Consider and possible Board action to approve the contract renewal with Metropolitan Life Insurance Company (MetLife) effective September 1, 2025 464
Ms. Stephanie Ruiz, Human Resources Coordinator
N. Consider and possible Board action to approve renewal of interlocal agreement with Claims Administrative Services for a five-year period 472
Ms. Stephanie Ruiz, Human Resources Coordinator

O. Consider and possible Board action on the Aliviane - Memorandum of Understanding and Agreement 490
Ms. Blanca Cruz, Associate Superintendent, and Mr. Troy Enriquez, SEHS Principal
P. Consider and possible Board action to approve the Roster of T-TESS Second Appraisers for 2025 - 2026 School Year 494
Dr. Jeannie Meza-Chavez, Superintendent
Q. Consider and possible Board action to approve Policy GKG (LOCAL) - San Elizario Independent School District Volunteer Policy 517
Ms. Gina Ramirez, Executive Director Human Resources
R. Consider and possible Board action to approve the San Elizario Independent School District Volunteer Handbook 2025-2026 520
Ms. Gina Ramirez, Executive Director Human Resources
S. Consider and possible Board action to approve the City of San Elizario Community Garden Interlocal Agreement 531
Mr. Jesus Martinez, Executive Director Support Services
T. Consider approval of minutes for the following:
Board of Trustees
1. June 11, 2025 Regular Board Meeting 540
2. June 18, 2025 Special Board Meeting - Budget Adoption 549
3. July 14, 2025 Special Board Meeting 556
U. 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.
1. Support Services Department 558
Jesus Martinez, Executive Director Support Services
2. Technology Department 563
Mr. Horacio Hernandez, Executive Director Technology

6. **PRESENTATION / REPORTS / INFORMATION**

A. Presentations
1. Analysis of STAAR and EOC Scores for Spring 2025 566
Ms. Blanca Cruz, Associate Superintendent, and Mr. Edgar Ponce, Research & Evaluation Administrator

B. Reports
1. Summary of 2025 TELPAS Scores 604
Mr. Edgar Ponce, Research & Evaluation Administrator

C. Information
1. Board Training
a. McKinney-Vento Homeless Assistance Act Training Video 608
Ms. Sylvia Graves, Social Worker
b. TASA | TASB Convention txEDCON25 - September 11 to 14, 2025 | Houston, TX 609
c. 2025 MASBA Conference - October 2 to 3, 2025 | San Antonio, TX 610
d. NSBA 2026 – April 10 to 12, 2026 | San Antonio, TX 611
2. Mission: Progressing Together Parent Meeting Dates 612
Dr. Jeannie Meza-Chavez, Superintendent and Ms. Flor Sanchez, District Parent Liaison
3. Meal Service Update 613

Ms. Agueda Reyes, Executive Director Child Nutrition Services

4. Enrollment Update 614
   Dr. Jeannie Meza-Chavez, Superintendent

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:
8. **THE BOARD WILL RETURN TO OPEN SESSION TO TAKE POSSIBLE ACTION ON THE MATTERS DISCUSSED IN EXECUTIVE SESSION**
9. **NEXT MEETING DATE:**
   Tuesday, September 16, 2025 - 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.

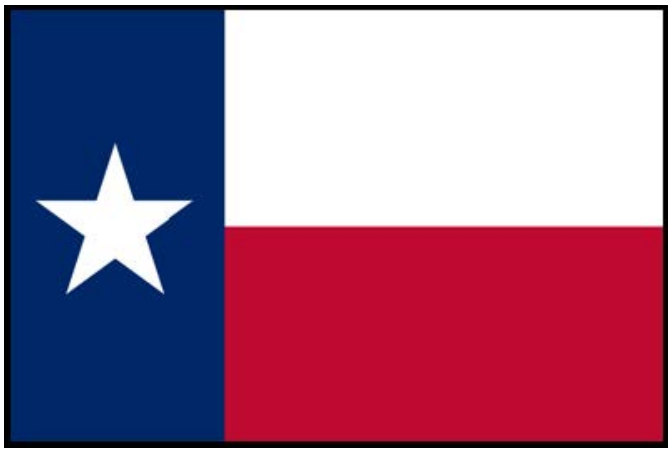
Should any final action, decision, or final vote be required in the opinion of the school Board with regard to any matter considered in such closed or executive meeting or session, then the final action, or final vote shall be either:

(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."



Aug. 1, 2025

Lorenzo Luevano
PO Box 650
San Elizario, TX 79849

Dear Trustee Luevano,

Congratulations! On behalf of the Texas Association of School Boards, we are pleased to inform you of your acceptance into the **Leadership TASB Class of 2026**. You will be joining a cohort of 34 school board trustees from across Texas who are committed to strong governance, student-focused leadership, and public-school advocacy.

LTASB is the premier program of its kind in the state of Texas, established in 1993 to provide trustees with advanced training to cultivate visionary leadership, enhance governance knowledge, and build meaningful statewide connections.

As you prepare for this exciting journey, please note the following important expectations and next steps:

- **Full attendance and engagement in all five sessions is mandatory**. Due to the selective nature of the program, and the high expectations for all participants, no absences or partial attendance will be permitted.
- An **LTASB ambassador** has been assigned to support your onboarding. They will schedule a required 30-minute orientation call **between Aug.11 and Sept. 5, 2025**.
- **Session One will take place in Houston**, during txEDCON25 and begins at 7 a.m. on **Wednesday, Sept. 10, 2025**. You will receive a detailed agenda and travel information in the coming weeks.

To confirm your acceptance into the LTASB Class of 2026, please email your response no later than **noon on Friday, Aug. 8, 2025** to: LeadershipTASB@tasb.org.

If you have any questions, please contact **Robert Long III, LTASB program manager**, at robert.long@tasb.org or at **281-513-8420**.

We are honored to welcome you into this transformative program and look forward to your contributions to the future of public education in Texas.

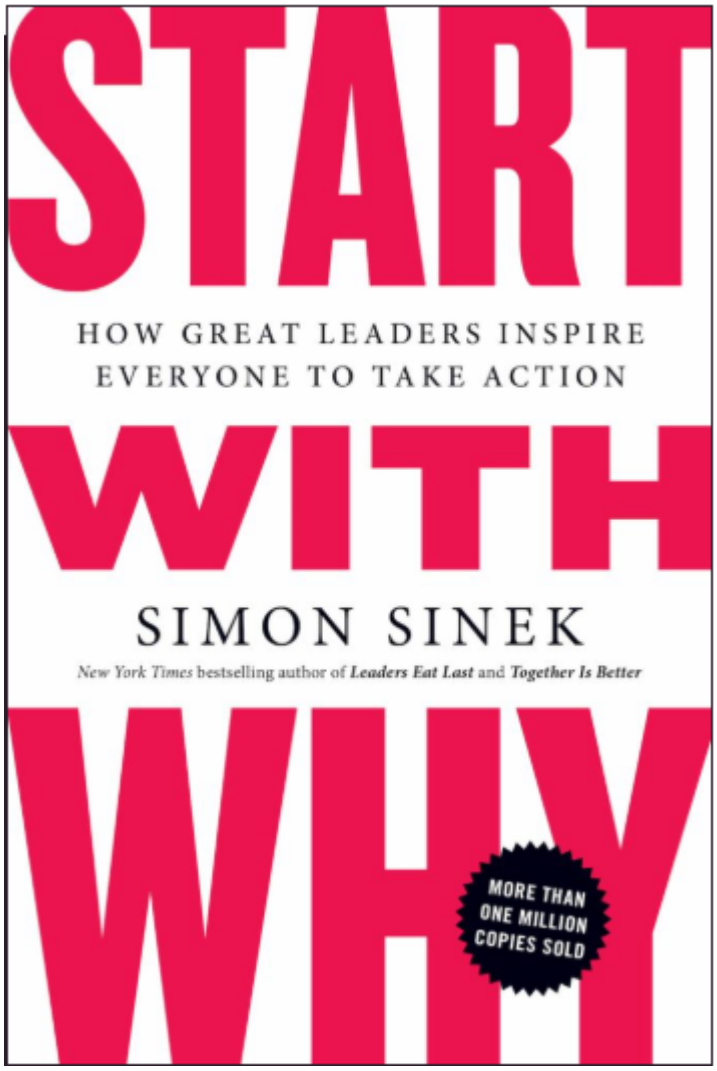
Sincerely,

Dan Troxell, Ph.D.
Executive Director
Texas Association of School Boards

Rolinda Schmidt
President
TASB Board of Directors

Texas Association of School Boards • P.O. Box 400, Austin, Texas 78767-0400 • 512-467-0222 • 800-580-8272 • tasb@tasb.org • **tasb.org**

San Elizario ISD Board of Trustees
Book Study 2025-2026



Start With WHY:
How Great Leaders Inspire Everyone to Take Action
by Simon Sinek

August 13, 2025:
The book was sent to trustees before this meeting date to begin review.

September 10, 2025:
PART 1. A World That Doesn't Start With a Why
Chapter #1: pgs. 11-15 Assume You Know
Chapter #2: pgs.16-34 Carrots & Sticks

October 15, 2025:
PART 2. An Alternative Perspective
Chapter 3: pgs. 37-51 The Golden Circle
Chapter 4: pgs. 52-64 This Is Not Opinion; This Is Biology

November 12, 2025:
Chapter 5: pgs. 65-80 Clarity, Discipline and Consistency

January 14, 2026:
PART 3. Leaders Need A Following
Chapter 6: pgs. 83-114 The Emergence of Trust
Chapter 7: pgs. 115-130 How A Tipping Point Tips

February 11, 2026:
PART 4. How to Rally Those Who Believe
Chapter 8: pgs. 133-153 Start With Why, But Know How
Chapter 9: pgs. 154-159 Know Why – Know How – Then What?

March 4, 2026:
Chapter 10: pgs. 160-171 Communication Is Not About Speaking; It's About Listening
PART 5. The Biggest Challenge is Success
Chapter 11 pgs. 175-182 When Why Goes Fuzzy

March 4, 2026:
Chapter 12 pgs. 183-206 Split Happens

April 8 , 2026:
PART 6. Discover WHY
Chapter 13: pgs. 209-221 The Origins of A Why
Chapter 14: 222-225 The New Competition

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 2		
Chapter 3		
Chapter 4		
Chapter 5		
Chapter 6		
Chapter 7		
Chapter 8		
Chapter 9		
Chapter10		

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 11		
Chapter 12		
Chapter 13		
Chapter 14		

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. Elizabeth Perez, Chief Financial Officer, and Ms. Gina Ramirez, Executive Director of Human Resources

Subject: 2025-2026 Compensation Plan Post Legislation (HB2)

Date: August 13, 2025

HISTORY: The district's Compensation Plan is reviewed and updated annually to remain competitive, equitable, and compliant with state mandates. House Bill 2 (HB2), passed during the 89th Legislative Session, introduced new requirements impacting educator compensation, including adjustments to the previously approved salary schedules with allowable incentive structures. The human resources and finance office revised the SEISD 2025–2026 Compensation Plan to align with HB2 provisions, address recruitment and retention needs, and maintain fiscal responsibility.

RATIONALE: Updating the compensation plan ensures compliance with HB2 and positions San Elizario ISD to attract and retain high-quality staff in a competitive market. The revised plan includes adjustments to the teacher pay scale, stipend structures, and auxiliary pay schedules, as well as updates to language addressing new statutory requirements. Approval of the plan affirms the district's commitment to fair and legally compliant compensation practices.

BUDGET IMPACT: The proposed compensation adjustments have been incorporated into the 2025–2026 budget projections. Any increases resulting from HB2 compliance have been evaluated for sustainability.

ADMINISTRATIVE RECOMMENDATION: The administration recommends that the Board of Trustees approve the 2025–2026 San Elizario ISD Compensation Plan, as revised to meet the requirements of HB2.

For Approval? ☒ Yes ☐ No

If no, please check one: ☐ Presentation ☐ Report ☐ Information

Please check if applicable: ☒ Attachment Included

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

A Proud Community of Champions – Soaring to Excellence

Human Resources Department

2025-2026 New Hire Guide Teacher

Payment will be made for all years of creditable service as prescribed by the Texas Education Agency. It is the employee's responsibility to provide Service Records from previous education institutions to verify creditable years of Service. (These salaries do not include consideration of other stipends and/or payment for extra duty assignments.) The schedule assumes 155 days of work. Daily amounts are calculated based off of 155 days of work for positions that fall under a different calendar.

Years of Experience	Salary	Teacher Retention Allotment Eligibility	Notes
0	**$59,000.00**	$61,000.00	+ $2,000
1	$59,049.05	$61,049.05	+ $2,000
2	$59,100.20	$61,100.20	+ $2,000
3	$59,231.95	$63,100.20	Prior Year 2 Salary + $4,000
4	$59,483.05	$63,231.95	Prior Year 3 Salary + $4,000
5	$59,731.05	$67,483.05	Prior Year 4 Salary + $8,000
6	$59,982.15	$67,731.05	Prior Year 5 Salary + $8,000
7	$60,281.30	$67,982.15	Prior Year 6 Salary + $8,000
8	$61,048.55	$68,281.30	Prior Year 7 Salary + $8,000
9	$61,250.05	$69,048.55	Prior Year 8 Salary + $8,000
10	$61,501.15	$69,250.05	Prior Year 9 Salary + $8,000
11	$61,901.05	$69,501.15	Prior Year 10 Salary + $8,000
12	$62,200.20	$69,901.05	Prior Year 11 Salary + $8,000
13	$62,362.95	$70,200.20	Prior Year 12 Salary + $8,000
14	$62,786.10	$70,362.95	Prior Year 13 Salary + $8,000
15	$63,207.70	$70,786.10	Prior Year 14 Salary + $8,000
16	$63,630.85	$71,207.70	Prior Year 15 Salary + $8,000
17	$64,055.55	$71,630.85	Prior Year 16 Salary + $8,000
18	$64,548.45	$72,055.55	Prior Year 17 Salary + $8,000
19	$65,053.75	$72,548.45	Prior Year 18 Salary + $8,000
20	$65,562.15	$73,053.75	Prior Year 19 Salary + $8,000
21	$66,078.30	$73,562.15	Prior Year 20 Salary + $8,000
22	$66,698.30	$74,078.30	Prior Year 21 Salary + $8,000
23	$67,140.05	$74,698.30	Prior Year 22 Salary + $8,000
24	$67,831.35	$75,140.05	Prior Year 23 Salary + $8,000
25	$68,442.05	$75,831.35	Prior Year 24 Salary + $8,000
Over 25	$69,096.15	$76,442.05	Prior Year 25 Salary + $8,000

NOTE: This schedule is for salary placement for the 2025-2026 school year. Some employees are paid more than the amounts shown here due to stipends or extended work years. This salary schedule applies to the 2025-2026 school year only. Future salaries cannot be predicted from this schedule. New salary schedules are developing each year.
Salary advancement is based on the annual pay raise budget approved by the Board of Trustees.
Step 0-2: Contingent upon Support Staff Retention Allotment (SSRA)
Step 3-over 25: Contingent upon Teacher Retention Allotment (TRA)

San Elizario Independent School District does not discriminate on the basis of race, color, religion, sex, national origin age, or disability in its programs, activities, or employment.
El Distrito escolar de San Elizario no discrimina en base a raza, color, religion, sexo, nacionalidad, edad, y/o discapacidad en sus programas, actividades, o empleo.

Board Approved
PENDING

Extra Compensation & Benefits			
*Bilingual/ESL	*$4,000/YR	Visually Impaired	$4,000/YR
*Dual Language	*$4,500/YR	Special Education	$2,500/YR
**Math	**$3,000/YR	Behavioral Unit	$1,000/YR
**Science	**$6,000/YR		
**English	**$3,000/YR		

*Stipends will be prorated based on classes taught for which requirements are met. A pro-rated stipend will be paid if teaching part of the day in the assignment stipend area.

**Math, Science, and English stipends will only be paid to secondary (7-12) teachers teaching in their certification area and be fully certified in those specialized areas.

$1,200 stipend paid for Master's/Doctorate Degree.
Note: Degree MUST be in subject area of assignment. Degree must be conferred on an official college/university transcript and will be paid in full only if received prior to beginning of school year.

Stipends are paid for a wide variety of extra/co-curricular activities and district-sponsored staff development and may be viewed at www.seisd.net under the Human Resources tab.

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Board Approved
PENDING

Payment will be made for all years of creditable service as prescribed by the Texas Education Agency. It is the employee's responsibility to provide Service Records from previous education institutions to verify creditable years of Service. (These salaries do not include consideration of other stipends and/or payment for extra duty assignments.)

Years of Experience	Daily
0	$380.64516
1	$380.96161
2	$381.29161
3	$382.14161
4	$383.76161
5	$385.36161
6	$386.98161
7	$388.91161
8	$393.86161
9	$395.16161
10	$396.78161
11	$399.36161
12	$401.29161
13	$402.34161
14	$405.07161
15	$407.79161
16	$410.52161
17	$413.26161
18	$416.44161
19	$419.70161
20	$422.98161
21	$426.31161
22	$430.31161
23	$433.16161
24	$437.62161
25	$441.56161
Over 25	$445.78161

Extra Compensation & Benefits	
Librarian	$2,000/YR
Registered Nurse	$1,200/YR

$1,200 stipend paid for Master's/Doctorate Degree.
Note: Degree MUST be in subject area of assignment. Degree must be conferred on an official college/university transcript and will be paid in full only if received prior to beginning of school year.

Stipends are paid for a wide variety of extra/co-curricular activities and district-sponsored staff development and may be viewed at www.seisd.net under the HR tab.

NOTE: This schedule is for salary placement for the 2025-2026 school year. Some employees are paid more than the amounts shown here due to stipends or extended work years. This salary schedule applies to the 2025-2026 school year only. Future salaries cannot be predicted from this schedule. New salary schedules are developing each year.
Salary advancement is based on the annual pay raise budget approved by the Board of Trustees.

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Board Approved
PENDING

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

A Proud Community of Champions – Soaring to Excellence

Human Resources Department

2025-2026 Academic Stipends

Stipends Paid over 12 months	
*Bilingual/ESL	$4,000
*Bilingual/ESL Serving in Dual Language Setting	$4,500
Librarian	$2,000
Librarian-Supervising more than one campus (per supervised campus	$1,000
Master's Degree	$1,200
☆Special Education	$2,500
**Math	$3,000
**Science	$6,000
**English	$3,000
Yearbook CLASSROOM TEACHERS ONLY	
Elementary	$300
Middle School	$600
High School	$2,000
Mentor Teachers ~~CLASSROOM TEACHERS ONLY~~	
Elem., MS, HS	$600
Career & Technical Student Organization CLASSROOM TEACHERS ONLY	
BPA	Up to $1,500
HOSA	Up to $1,500
NTHS	Up to $1,500
SkillsUSA	Up to $1,500
TAFE	Up to $1,500
TSA	Up to $1,500
Vex Robotics (TSA Support) (x1)	Up to $1,500
***Stipends will be prorated based on the classes being taught for which the requirements are.**	
Additional Certification One-Time Incentive CLASSROOM TEACHERS ONLY	
Special Education	$500
Bilingual/ESL	$500
Content Certification-Secondary (for Special Education Teachers)	$500
Generalist Certification (for Special Education Teachers)	$1,000

Stipends paid in June-Upon completion of Assignment *Paid each semester (December/June) CLASSROOM TEACHERS ONLY	
Department Head 3-5 Teachers (MS, HS)	$600
Department Head 6-9 Teachers (MS, HS)	$900
Department Head 10+ Teachers (MS, HS)	$1,200
*Dual Credit-Per class, per semester (HS)	$285
Advanced Placement-Per class, per semester (HS)	$200
Effective Advising Framework (EAF)	
EAF Counseling Coach	$12,000
EAF Project Coordinator	$10,000
High School EAF Representative	$5,000
AVID EAF Representative	$5,000
CTE EAF Representative	$5,000
EAF Counselor Representatives (x4)	$5,000
CCMR EAF Counselor Rollouts (x6)	$1,700
Gifted and Talented -Elem., MS, HS	
GT Coordinator	$1,000
Special Education Stipends	
Visually Impaired	$4,000
Behavioral Unit	$1,000
Registered Nurse	$1,200
SLP Supervising SLPA	$1,200
Teacher with Diagnostic Evaluation Duties	$2,500
University Interscholastic League (UIL) CLASSROOM TEACHERS ONLY	
UIL Event Sponsor – HS, MS	$500
UIL Coordinator – HS	$1,200
UIL Coordinator – MS	$750
UIL Science Coordinator – Elem., MS, HS	$500
Other: Extra Curricular Activities CLASSROOM TEACHERS ONLY	
National Honor Society – MS, HS	$500
Science Fair Coordinator – MS, HS	$500
One Act Play – HS	$1,350
Pep Squad – Elem.	$300
Student Council – MS	$600
Student Council – HS	$1,200
Robotics	$1,350
Literary Anthology Campus Coordinator (6)	$500
Speech and Debate	$1,500
STEM Coordinator	$500

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Board Approved
06/18/2025

**Math, Science and English stipends will only be paid to secondary teachers (7-12) teaching in the certification area. Teachers must be fully certified in the specialty area.

☆May be combined with Bilingual/ESL or Dual Language stipend, if serving in a bilingual or dual setting.

Additional certification one-time incentive applies to Classroom Teachers who challenge AND pass an additional certification. The exam fee will also be reimbursed upon passing the exam. Incentive paid per each area

San Elizario Independent School District does not discriminate on the basis of race, color, religion, sex, national origin age, or disability in its programs, activities, or employment.
El Distrito escolar de San Elizario no discrimina en base a raza, color, religion, sexo, nacionalidad, edad, y/o discapacidad en sus programas, actividades, o empleo.

HB2 Update

August 13, 2025

HB2 Implementation Timeline

- FY 2025-2026 - HB2 Implementation begins
- September 2025 – Districts will receive funding based on prior year estimates
- *September 15 – Non-Exempt (hourly) employees will begin receiving board approved compensation
- *September 30 – Exempt (salaried/professional) employees will begin receiving board approved compensation
- March 2026 – Summary of Finance reports will be updated using current year data from the PEIMS Fall Submission
- September 2026 – Funding adjustments will be made based on data from the summer PEIMS collection as part of the near-final settle-up process

*July 1, 2025 – Effective pay date (retroactive pay)

HB2
Teacher Retention Allotment

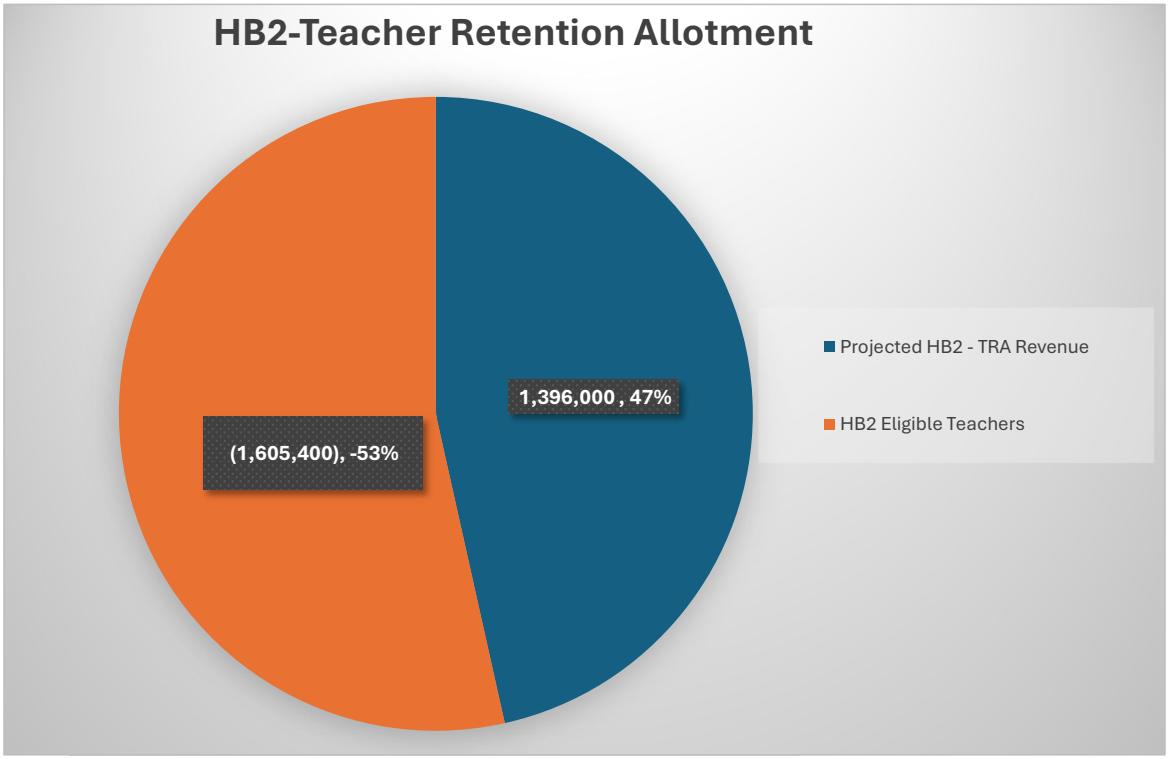
District Size	Teachers with 3 or 4 Years Experience	Teachers with 5 or more Years Experience
<= 5,000 Enrolled Students	$4,000	$8,000
> 5,000 Enrolled Students	$2,500	$5,000

HB2
Teacher Retention Allotment

- Increase begins in 2025-2026
- Increase is for classroom teachers only (TEC 5.001) and for teachers with 3 or more years of experience only
- Step increase is not required in addition to retention allotment increase
- TEA will use role code 087
- HB2 Excludes nurses, librarians, counselors or any other non-classroom employees on the teacher pay scale (i.e. SEISD excludes instructional specialists)

HB2
Teacher Retention Allotment

	HB2-Teacher Retention Allotment
Projected HB2 - TRA Revenue	1,396,000
HB2 Eligible Teachers	(1,605,400)
Balance	(209,400)



Note: Information based on projected amounts

Region 19 Data

District		0 Years	1Years	2 Years	0-2 Years	0-2 Years	0-2 Years	Support Staff	Support Staff
YISD					$500				1.5%
EPISD						$1000			1.5%
CISD		$500	$1000	$1250				1%	
SEISD					**$500**	**$1000**	**$2000**	**TBD**	**TBD**
	SEISD Teachers	**1**	**3**	**5**	**9**	**9**	**9**		
	Total SEISD	**0**	**$9,750**		**$4,500**	**$9,000**	**$18,000**		

Teachers 0-2 Years of Experience

9 Teachers - same increase amount

Fund	Increase of $500	Increase of $1,000	Increase of $1,250	Increase of $1,500	Increase of $2,000
199	4,500	9,000	11,250	13,500	18,000
Grand Total with Employer Taxes	**5,175**	**10,350**	**12,938**	**15,525**	**20,700**

9 Teachers - Amount based on years of service

Fund	$500 Increase 0 Yrs (1)	$1,000 Increase 1 Yr (3)	$1,250 Increase 2 Yrs (5)	SubTotal
199	500	3,000	6,250	9,750
Grand Total with Employer Taxes	**575**	**3,450**	**7,188**	**11,213**

Note: Table includes projected amounts

Support Staff Allotment

- Annual allotment of $45 for each student in adjusted average daily attendance, not including virtual students
  - Allowable: Teachers not covered by retention allotment, counselors, nurses, librarians, teaching assistants, administrative assistants, custodians, food service workers, bus drivers, other support staff
  - Not Allowable: Superintendents, Administrators in a Leadership Role, Assistant Superintendents, Principals, Assistant Principals, Individuals in a Centralized Supervisory Role

Support Staff Allotment

District & Charter Planning Tools

- SY2025-2026 Support Staff Retention Allotment Legislative Estimates

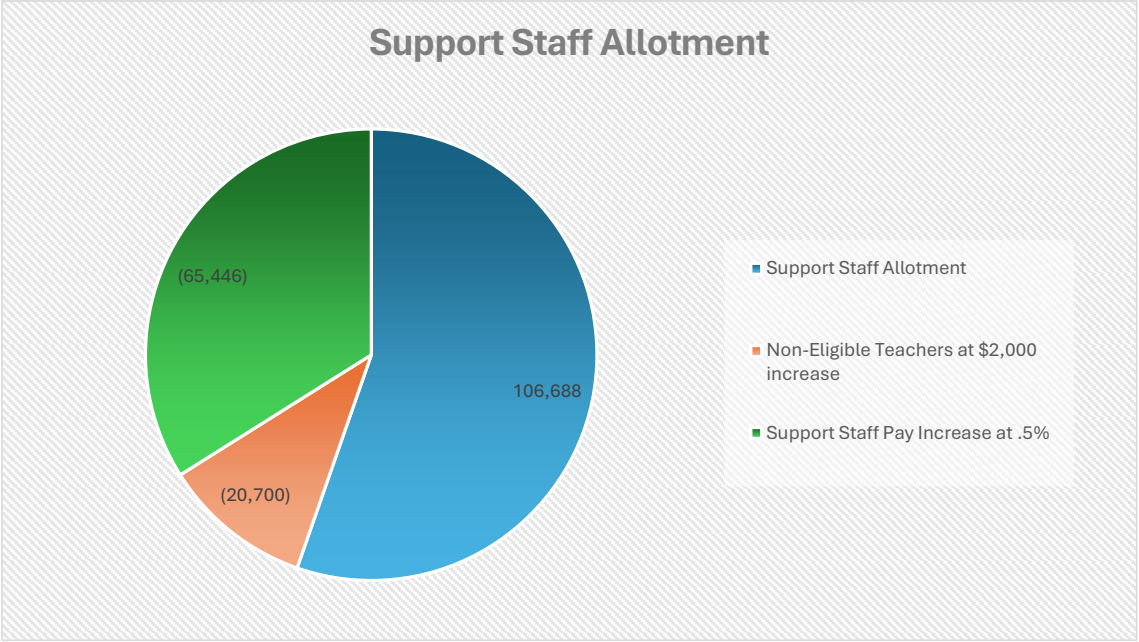
CDN	District_Name	Year	BA	virtual_ada	Sparsity Adjusted Regular Program ADA	Small and mid-sized Allotment	Regular Program Allotment Adjusted for online ADA (regular program ADA-virtual regular program ADA) * BA	Adjusted ADA ((Adjusted reg program allotment+small mid allotment) / BA)	Support Staff Allotment
071904	SAN ELIZARIO ISD	2026	6215	0	2,186.18	$1,147,745	$13,587,121	2,370.86	$106,688

State Funding | Texas Education Agency

Eligible Employees for Support Staff Allotment

Recommended

Support Staff Allotment	
Support Staff Allotment	106,688
Non-Eligible Teachers at $2,000 increase	(20,700)
Support Staff Pay Increase at .5%	(65,446)
Balance	20,542

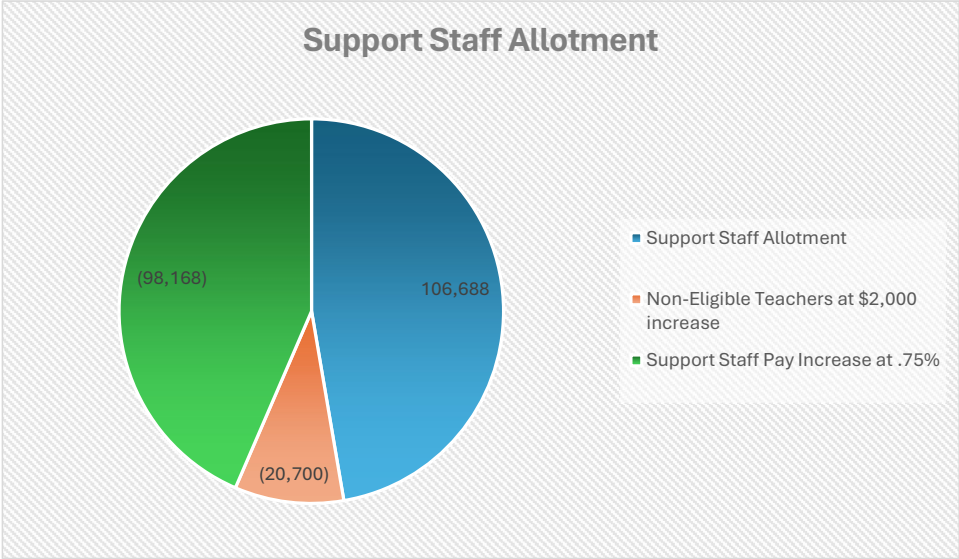


Note: Table includes projected amounts

Eligible Employees for Support Staff Allotment

Not Recommended

Support Staff Allotment	
Support Staff Allotment	106,688
Non-Eligible Teachers at $2,000 increase	(20,700)
Support Staff Pay Increase at .75%	(98,168)
Balance	(12,180)



Note: Table includes projected amounts

*Additional Increase with Support Staff Allotment

Support Staff Allotment	
Support Staff Allotment	106,688
Non-Eligible Teachers at $2,000 increase	(20,700)
Support Staff Pay Increase at .5%	(65,446)
Balance	20,542

Recommended

*Support Staff Allotment -continued	
Projected Support Staff Allotment Balance	20,542
25 **SPED Aides - $622.49 each	(15,562)
8 **Bus Monitors - $622.49 each	(4,980)
Balance	0

*Additional increase contingent on final Support Staff Allotment during Spring settle-up.

**SPED Aides and Bus Monitors are positions in high need

Note: Table includes projected amounts

New Allotment for Basic Costs

- Beginning in FY 2026
- $106 per Enrolled Student
- Uses limited to costs associated with:
  - Transportation
  - Hiring Retired Teachers
  - Providing Health Insurance and Employee Benefits and Payroll Taxes
  - TRS Contributions and Other TRS Costs
  - Utilities
  - Property & Casualty Insurance

Student Enrollment Projections-Historical Data

Enrollment							
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Average	3624	3403	3192	3207	3136	3007	2933
Percent change		-6.11%	-6.19%	0.47%	-2.23%	-4.10%	-2.48%
					Average decline %		-3.44%

Projected Enrollment 2026	2,832
Allotment for Basic Costs p/enrolled student	106
	300,192

Note: Tables include projected amounts

Student Enrollment-1st Week of School

Enrollment as of 7/23/2025	2,705
Allotment for Basic Costs p/enrolled student	106
	286,730

Enrollment as of 7/25/2025	2,709
Allotment for Basic Costs p/enrolled student	106
	287,154

HB2 Implementation Fiscal Year 2025-2026

- September 2025 – Districts receive funding based on prior year estimates
- *September 15 – Non-Exempt (hourly) employees receive board approved compensation
- *September 30 – Exempt (salaried/professional) employees receive board approved compensation
- March 2026 – Funding updated based on current year PEIMS Fall Submission data
- September 2026 – Funding adjustments based on summer PEIMS collection data for near-final settle-up process

***July 1, 2025 – Effective pay date (retroactive pay)**

0-2 Years Teacher Salary Review by Region

Region 19 Teacher Salary Data 25-26									
District	Ysleta	Socorro	El Paso	Canutillo	Fabens	Anthony	San Elizario	0-2 Years SSRA	New Salary W SSRA
0	$60,500	$60,500	$58,750	$60,500	No Data	No Data	$59,000.00	$2,000.00	$61,000.00
1	$60,550	$61,437.51	$58,750	$61,000	No Data	No Data	$59,049.05	$2,000.00	$61,049.05
2	$60,600	$61,587.51	$58,750	$61,250	No Data	No Data	$59,100.20	$2,000.00	$61,100.20
5	$65,700	$65,950.00	$63,582	$65,600	No Data	No Data	$59,731.05	$8,000.00	$67,731.05
10	$66,000	$67,387.00	$64,582	$67,000	No Data	No Data	$61,501.15	$8,000.00	$69,501.15
15	$68,055	$69,563.00	$66,082	$68,500	No Data	No Data	$63,207.70	$8,000.00	$71,207.70
20	$70,555	$71,188.00	$68,241	$70,000	No Data	No Data	$65,562.15	$8,000.00	$73,562.15
25	$73,730	$73,168.00	$70,812	$71,700	No Data	No Data	$68,442.05	$8,000.00	$76,442.05
30	$76,230	No Data	$73,481	No Data	No Data	No Data	$69,096.15	$8,000.00	$77,096.15

Places by year Annual Salary	SEISD (155days)	Highest Region (187 Days)	Places by year, Daily	Competing Dist
1	$393.55	$323.53	1	Socorro & Ysleta
3	$393.86	$328.54	1	Socorro
2	$394.19	$329.34	1	Socorro

Regional data as of 7/24/25

Proposed HB2 Allotment Overview by Groups

Employee Type	# of Employees	Amount W Taxes	Covered by State	State Alotment Type
0-2 Years	9	$20,700	No	None; Will be covered by SSRA
3+ Years	19	$87,400	Yes-salary only	TRA & district for taxes
5+ Years	165	$1,518,000.00	Yes-salary only	TRA & district for taxes
Eligible Support Staff	309 Eligible W Hire date	$65,446	Yes	**SSRA**
AP/Principals	12	$0.00	No	None
Non-Eligible Supervisors	5	$0.00	No	None
Cabinet/Director	8	$0.00	No	None
Hired after Jan, 7, 2025	17	$0.00	No	None

Updated Salary Tables

- Teacher
- (non) teacher
- Internal table for support

- Make a note on Salary table for IS to denote the difference in pay from teachers (awareness)
- IS 171 days (9) (3 librarians) 1nurse 26K at 2K
- 0-2 years only for teachers/not IS
    - Issue is only new IS hire and not current

Proposed HB2 Teacher Pay Scale

Years of Experience	Salary	Teacher Retention Allotment Eligibility	Notes
0	**$59,000.00**	$61,000.00	+ $2,000
1	$59,049.05	$61,049.05	+ $2,000
2	$59,100.20	$61,100.20	+ $2,000
3	$59,231.95	$63,100.20	Prior Year 2 Salary + $4,000
4	$59,483.05	$63,231.95	Prior Year 3 Salary + $4,000
5	$59,731.05	$67,483.05	Prior Year 4 Salary + $8,000
6	$59,982.15	$67,731.05	Prior Year 5 Salary + $8,000
7	$60,281.30	$67,982.15	Prior Year 6 Salary + $8,000
8	$61,048.55	$68,281.30	Prior Year 7 Salary + $8,000
9	$61,250.05	$69,048.55	Prior Year 8 Salary + $8,000
10	$61,501.15	$69,250.05	Prior Year 9 Salary + $8,000
11	$61,901.05	$69,501.15	Prior Year 10 Salary + $8,000
12	$62,200.20	$69,901.05	Prior Year 11 Salary + $8,000
13	$62,362.95	$70,200.20	Prior Year 12 Salary + $8,000
14	$62,786.10	$70,362.95	Prior Year 13 Salary + $8,000
15	$63,207.70	$70,786.10	Prior Year 14 Salary + $8,000
16	$63,630.85	$71,207.70	Prior Year 15 Salary + $8,000
17	$64,055.55	$71,630.85	Prior Year 16 Salary + $8,000
18	$64,548.45	$72,055.55	Prior Year 17 Salary + $8,000
19	$65,053.75	$72,548.45	Prior Year 18 Salary + $8,000
20	$65,562.15	$73,053.75	Prior Year 19 Salary + $8,000
21	$66,078.30	$73,562.15	Prior Year 20 Salary + $8,000
22	$66,698.30	$74,078.30	Prior Year 21 Salary + $8,000
23	$67,140.05	$74,698.30	Prior Year 22 Salary + $8,000
24	$67,831.35	$75,140.05	Prior Year 23 Salary + $8,000
25	$68,442.05	$75,831.35	Prior Year 24 Salary + $8,000
Over 25	$69,096.15	$76,442.05	Prior Year 25 Salary + $8,000

Human Resources Department
2025-2026 New Hire Guide Teacher

Payment will be made for all years of creditable service as prescribed by the Texas Education Agency. It is the employee's responsibility to provide Service Records from previous education institutions to verify creditable years of Service. (These salaries do not include consideration of other stipends and/or payment for extra duty assignments.) The schedule assumes 155 days of work. Daily amounts are calculated based off of 155 days of work for positions that fall under a different calendar.

NOTE: This schedule is for salary placement for the 2025-2026 school year. Some employees are paid more than the amounts shown here due to stipends or extended work years. This salary schedule applies to the 2025-2026 school year only. Future salaries cannot be predicted from this schedule. New salary schedules are developing each year.
Salary advancement is based on the annual pay raise budget approved by the Board of Trustees.
Step 0-2: Contingent upon Support Staff Retention Allotment (SSRA)
Step 3-over 25: Contingent upon Teacher Retention Allotment (TRA)

Instructional Specialist, Librarians, & Nurses Pay Scale

Years of Experience	Daily
0	$380.64516
1	$380.96161
2	$381.29161
3	$382.14161
4	$383.76161
5	$385.36161
6	$386.98161
7	$388.91161
8	$393.86161
9	$395.16161
10	$396.78161
11	$399.36161
12	$401.29161
13	$402.34161
14	$405.07161
15	$407.79161
16	$410.52161
17	$413.26161
18	$416.44161
19	$419.70161
20	$422.98161
21	$426.31161
22	$430.31161
23	$433.16161
24	$437.62161
25	$441.56161
Over 25	$445.78161

Human Resources Department
2025-2026 New Hire Guide Instructional Specialist, Librarians, and Nurses

Payment will be made for all years of creditable service as prescribed by the Texas Education Agency. It is the employee's responsibility to provide Service Records from previous education institutions to verify creditable years of Service. (These salaries do not include consideration of other stipends and/or payment for extra duty assignments.)

Extra Compensation & Benefits	
Librarian	$2,000/YR
Registered Nurse	$1,200/YR

$1,200 stipend paid for Master's/Doctorate Degree.
Note: Degree MUST be in subject area of assignment. Degree must be conferred on an official college/university transcript and will be paid in full only if received prior to beginning of school year.

Stipends are paid for a wide variety of extra/co-curricular activities and district-sponsored staff development and may be viewed at www.seisd.net under the HR tab.

NOTE: This schedule is for salary placement for the 2025-2026 school year. Some employees are paid more than the amounts shown here due to stipends or extended work years. This salary schedule applies to the 2025-2026 school year only. Future salaries cannot be predicted from this schedule. New salary schedules are developing each year.
Salary advancement is based on the annual pay raise budget approved by the Board of Trustees.

Notes:

- A new hire instructional specialist at zero years will enter the SEISD under the compensation of a zero-year teacher.
- Employees on this pay scale are proposed with the 0.5% SSRA allotment as defined by HB2 guidelines.

June 26, 2025

Teacher Retention Allotment and Support Staff Retention Allotment

1. What are some models for how districts can increase their salary schedule with the Teacher Retention Allotment?

Below are two examples showing how school systems of different sizes can adjust their salary schedules in alignment with the Teacher Retention Allotment (TRA) models. Each example includes salary increases from the previous year to ensure that teachers receive an overall raise reflecting the TRA funding. However, the increase for a specific year or step may be less than the total TRA amount allocated.

Sample School System with more than 5,000 Enrolled Students			
Years of Experience	2024-25 Salary	Updated Salary for Teachers Eligible for TRA	Notes
0	$61,000	$61,000	
1	$61,200	$61,200	
2	$61,400	$61,400	
3	$61,600	$63,900	Prior Year 2 Salary + $2,500
4	$61,800	$64,100	Prior Year 3 Salary + $2,500
5	$62,000	$66,800	Prior Year 4 Salary + $5,000
6	$62,200	$67,000	Prior Year 5 Salary + $5,000
7	$62,400	$67,200	Prior Year 6 Salary + $5,000
8	$62,711	$67,400	Prior Year 7 Salary + $5,000
9	$63,391	$67,711	Prior Year 8 Salary + $5,000
10	$64,171	$68,391	Prior Year 9 Salary + $5,000
11	$64,371	$69,171	Prior Year 10 Salary + $5,000
12	$64,671	$69,371	Prior Year 11 Salary + $5,000
13	$64,971	$69,671	Prior Year 12 Salary + $5,000
14	$65,271	$69,971	Prior Year 13 Salary + $5,000
15	$65,571	$70,271	Prior Year 14 Salary + $5,000
16	$65,871	$70,571	Prior Year 15 Salary + $5,000
17	$66,171	$70,871	Prior Year 16 Salary + $5,000
18	$66,471	$71,171	Prior Year 17 Salary + $5,000
19	$66,771	$71,471	Prior Year 18 Salary + $5,000
20	$67,071	$71,771	Prior Year 19 Salary + $5,000
21+	$67,371	$72,071	Prior Year 20 Salary + $5,000

2025 Texas Education Agency

Sample School System with 5,000 or fewer Enrolled Students			
Years of Experience	2024-25 Salary	Updated Salary for Teachers Eligible for TRA	Notes
0	$40,000	$40,000	
1	$40,250	$40,250	
2	$40,500	$40,500	
3	$40,750	$44,500	Prior Year 2 Salary + $4,000
4	$41,000	$44,750	Prior Year 3 Salary + $4,000
5	$41,250	$49,000	Prior Year 4 Salary + $8,000
6	$42,000	$49,250	Prior Year 5 Salary + $8,000
7	$43,000	$50,000	Prior Year 6 Salary + $8,000
8	$44,500	$51,000	Prior Year 7 Salary + $8,000
9	$45,850	$52,500	Prior Year 8 Salary + $8,000
10	$47,150	$53,850	Prior Year 9 Salary + $8,000
11	$48,350	$55,150	Prior Year 10 Salary + $8,000
12	$49,550	$56,350	Prior Year 11 Salary + $8,000
13	$50,550	$57,550	Prior Year 12 Salary + $8,000
14	$51,550	$58,550	Prior Year 13 Salary + $8,000
15	$52,500	$59,550	Prior Year 14 Salary + $8,000
16	$53,400	$60,500	Prior Year 15 Salary + $8,000
17	$54,200	$61,400	Prior Year 16 Salary + $8,000
18	$54,900	$62,200	Prior Year 17 Salary + $8,000
19	$55,500	$62,900	Prior Year 18 Salary + $8,000
20	$56,000	$63,500	Prior Year 19 Salary + $8,000
21+	$56,250	$64,000	Prior Year 20 Salary + $8,000

2. When will district funding amounts be available?

For cashflow purposes, beginning in September 2025, districts will be paid based on prior year estimates until the summary of finances (SOF) reports are updated in March 2026 with PEIMS Fall Submission data for the current year.

3. What count of teachers will be used to calculate the teacher retention allotment?

Personnel data used to determine the TRA allotment has historically been submitted to TEA as part of the PEIMS Fall Submission. Accordingly, TEA will calculate the total TRA allotment based on this data submission. For the upcoming school year, TEA will count the number of classroom teachers classified as a Teacher (Staff Classification (E0721) is 087) and Total Years Professional Experience (E0130) as submitted in the PEIMS Fall Submission for the 2025–2026 school year.

1. If a PersonID with Staff Classification of 087 has multiple FTE entries within a school system, all FTE values are summed to calculate the total FTE.

2. A PersonID with a total FTE greater than or equal to 0.5 is considered a full-time teacher. TEA will derive instructional FTEs, or the portion of a person's FTE that is used to perform classroom functions.

For contracted staff, such as those employed by an SB 1882 partnership organization or via an SSA, the number of classroom teachers will be identified based on Staff Types 3 or 4 with Staff Classification of 087. In the past, requirements related to reporting individuals who work as classroom teachers through these contracts have not been consistent, so TEA will be updating guidance in the coming months to ensure clarity in reporting for the PEIMS Fall Submission.

NEW 6/26/25

4. How will years of experience be determined?

Classroom teachers are eligible after they have completed their 3rd year of experience as a classroom teacher (ie, as they enter their 4th year of experience); the increased allotment amount applies after they have completed their fifth year as a classroom teacher (ie, as they enter their 5th year of experience). Classroom teacher is defined in the statute under Section 5.001(2).

There are differences between creditable years of service for the purposes of TRS and years of experience under the teacher retention allotment. The agency is working on additional guidance to improve clarity in terms of this statutory requirement, and data reporting that will be used to generate the allotment. That guidance will be provided in the first two weeks of July.

Note: this FAQ response supersedes guidance provided in the *6/12/2025 TAA*, and as noted above, will be updated again soon.

5. Will years of teaching experience always relate back to what the teacher had in FY 26, or as teachers move from 4 years of experience to 5 years of experience in a future year, or 2 years to 3 years, do they qualify for the higher allotment?

Funding in future years will be based on years of experience for eligible teachers in the relevant school year and will not look back to FY 26 experience throughout the teacher's career.

6. Are teachers required to be certified to be eligible for the teacher retention allotment?

No, teachers do not need to be certified in order to be eligible for the teacher retention allotment.

7. Are staff who are certified to teach eligible if they are serving in a role other than teaching?

The TRA statute (Texas Education Code (TEC), Sec. 48.158) defines a classroom teacher for TRA allotment purposes as a person who is employed by a school system and who, not less than an average of four hours each day, teaches in an academic instructional setting or a career and technology instructional setting and who are employed in a role that would typically require possession of an State Board for Educator Certification (SBEC) teaching certification or otherwise performs duties that could require an SBEC teaching certification. Accordingly, the term under TRA includes individuals who do not hold a certificate who otherwise meet the definition. The term is not limited to teachers of record, and instead includes any individual who meets the instructional requirement noted. It does not include a teacher's aide or a full-time administrator. The TRA statute also includes individuals who meet the definition of a classroom teacher even if they are employed by an entity with which the school system has entered into a contract (e.g., charter management organizations, SB 1882 partnership school teachers and shared service arrangement (SSA) teachers).

8. Must the teacher retention allotment be paid as regular salary, monthly stipend or in one lump sum?

The teacher retention allotment must be paid as part of the teacher's regular salary utilizing 080 base salary, Payroll Activity.

9. My district has a single salary schedule for teachers, librarians, counselors, and other related roles. Does the TRA apply to the other roles?

If a district has a current salary schedule that includes teachers and roles that do not meet the TRA statute of classroom teachers, they should modify their local salary schedule to have two distinct schedules, one for classroom teachers and one for other educational roles, unless they choose to use local funds to increase salaries for those other roles at a level commensurate with the increase provided under TRA. The TRA only applies to individuals who meet the statutory definition of classroom teacher.

10. Does the salary include payroll taxes and benefits?

The teacher retention allotment is only for the teacher's base salary. Payroll taxes and benefits may be covered with the Allotment for Basic Costs or other district funds.

11. Are all teachers eligible for the teacher retention allotment, regardless of the fund from which they are paid?

Yes. All eligible classroom teachers are entitled to a pay increase, regardless of the fund from which they are paid. Similarly, all classroom teachers are included in the count for the allotment calculation. However, only teachers that have completed 3 years or more of service will be eligible to receive the TRA. Teachers with less experience may receive a pay increase from the Support Staff Retention Allotment if the local school system chooses to allocate SSRA funds in that way.

12. We had to adopt a pay scale and budget before we fully understood the salary ramifications of HB 2. What should we do?

The school system should adjust the salary so that they are in compliance. HB 2 has specific language ensuring that you are able to do this:

> (f) A school district that increases classroom teacher compensation in the 2025-2026 school year to comply with Subsection (c), as added by H.B. 2, 89th Legislature, Regular Session, 2025, is providing compensation for services rendered independently of an existing employment contract applicable to that school year and is not in violation of Section 53, Article III, Texas Constitution.

13. How will the budget amendments related to the Teacher Retention Allotment and the Support Staff Retention Allotment impact the Financial Integrity Rating System of Texas (FIRST) ratings?

This correspondence is focused solely on immediate implementation requirements related to Article 1 of HB 2. Given the need for immediate action, and the many other changes to school finance from HB 2, school systems should anticipate having to make more budget amendments after the budget is initially adopted in the upcoming school year than is typical.

The agency is aware that Indicator 10 of FIRST compares, on a three-year rolling average, the budgeted revenues reported at snapshot to actual revenues reported in mid-year PEIMS. As the agency has been doing for the past four years, before final issuance of FIRST ratings of relevance to the 2025-26 school year, the TEA will analyze the data collected and determine if the indicator functions as intended or whether, based on the legislative changes, the indicator needs to be paused.

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DATE:	**June 12, 2025**
SUBJECT:	**House Bill 2 (HB 2) Implementation: Teacher Retention Allotment and Support Staff Retention Allotment**
CATEGORY:	**Teacher Compensation; Funding Implications**
NEXT STEPS:	**Share with school system administrators and business staff**

The Teacher Vacancy Task Force, established in 2022 by Governor Abbott, worked to examine teacher retention and recruitment challenges across Texas. The first recommendation of the task force was to increase overall compensation and support strategic compensation strategies. House Bill (HB) 2 was passed by the 89th Legislature and signed into law by Governor Abbott on June 4, 2025, implementing this recommendation.

HB 2 established the Teacher Retention Allotment (TRA) and Support Staff Retention Allotment (SSRA) as two separate allotments for school systems to compensate and retain teachers and support staff. These allotments will require school systems to amend budgets and salary schedules for the 2025-26 school year. It also expanded the Teacher Incentive Allotment (TIA) in several ways, including by establishing and funding Enhanced TIA.

While many details of HB 2 implementation are still being refined, the following information is being provided to support immediate decision-making for districts and open-enrollment charter schools (i.e., school systems) related to TRA and SSRA requirements for the 2025-26 school year. All requirements of TRA and SSRA outlined in this TAA apply to both districts and open-enrollment charter schools.

Teacher Retention Allotment (TRA)

How Is Funding Determined?

The Teacher Retention Allotment provides a school system with an allotment for each classroom teacher as follows:

- For school systems with 5,000 or fewer enrolled students:
  - $4,000 for each classroom teacher with at least 3 years and less than 5 years of experience.
  - $8,000 for each classroom teacher with five or more years of experience.
- For school systems with more than 5,000 enrolled students:
  - $2,500 for each classroom teacher with at least 3 years and less than 5 years of experience.
  - $5,000 for each classroom teacher with five or more years of experience.

Funding under TRA is not based on ADA nor enrollment and instead flows based upon the employment of personnel that meet the statute's description, as reported to TEA. The TRA statute (Texas Education Code (TEC), Sec. 48.158) defines a classroom teacher for TRA allotment purposes as a person who is employed by a school system and who, not less than an average of four hours each day, teaches in an academic instructional setting or a career and technology instructional setting and who works in a role that would typically require possession of a State Board for Educator Certification (SBEC) teaching certification. The term under TRA includes individuals who do not hold a certificate who otherwise

meet the definition. The term is not limited to teachers of record and instead includes any individual who meets the teaching role requirement noted above. It does not include a teacher's aide or a full-time administrator. The TRA statute also includes individuals who meet the definition of a classroom teacher even if they are employed by an entity with which the school system has entered into a contract (e.g., charter management organizations, SB 1882 partnerships, and shared service arrangements (SSAs)).

To determine which classroom teachers generate funding for pay increases based on years of experience, school systems should use total years of experience, which is calculated based on the number of verifiable years of creditable experience specified in 19 TAC, Chapter 153.1021. Classroom teachers will generate the increases in the year after they have completed three (or five) years of verifiable and creditable experience, not when they are entering the year when they will earn that creditable experience.

Personnel data used to determine the TRA allotment has historically been submitted to TEA as part of the PEIMS Fall Submission. Accordingly, TEA will calculate the total TRA allotment based on this data submission. For the upcoming school year, TEA will count the number of classroom teachers classified as a Teacher (Staff Classification (E0721) is 087) and Total Years Professional Experience (E0130) as submitted in the PEIMS Fall Submission for the 2025–2026 school year.

1. If a PersonID with Staff Classification of 087 has multiple FTE entries within a school system, all FTE values are summed to calculate the total FTE.
2. A PersonID with a total FTE greater than or equal to 0.5 is considered a full-time teacher. TEA will derive instructional FTEs, or the portion of a person’s FTE that is used to perform classroom functions.

For contracted staff, such as those employed by an SB 1882 partnership organization or via an SSA, the number of classroom teachers will be identified based on Staff Types 3 or 4 with Staff Classification of 087. In the past, requirements related to reporting individuals who work as classroom teachers through these contracts have not been consistent, so TEA will be updating guidance in the coming months to ensure clarity in reporting for the PEIMS Fall Submission. More details will be available in the FAQ.

As funding attaches to these submissions, it is of even greater importance that school systems ensure that staff classification, total years of experience, and teacher responsibility data are accurate when completing the 2025-2026 PEIMS Fall Submission, which must be finalized by January 2026. Payments will be made based upon data certified by Superintendents as final from the PEIMS Fall Submission. The PEIMS Fall Submission window provides time for school systems to review this data to understand which teachers will likely be eligible to generate funds for the Teacher Retention Allotment.

In the coming weeks, TEA will be creating and sharing a report containing data from school year 2024–2025 in Texas Education Agency Login (TEAL). School systems can use this data to understand which teachers will likely be eligible to generate funds for the TRA. This same data will be used as the basis for payment estimates until data for school year 2025–2026 is available after the PEIMS Fall Submission window is closed. (See below for additional information on estimated FY26 payments.) Similar reports will be added to the Texas Student Data System (TSDS) moving forward.

How Are School Systems Required to Spend Funding from this Allotment?

With a narrow exception related to Enhanced TIA described below, the statute requires school systems to spend the allotment on increasing salaries for each teacher who generated the allotment. The spending requirement functions such that the allotment should be thought of as a pass-through to those employees, and it must be a pass-through implemented as part of the employee's salary. Functionally, this means that school systems must update their salary schedules.

Consequently, school system salary schedules for 2025-2026 should reflect a base salary for classroom teachers who have already completed three creditable years of service (CYS) that is $2,500 (or $4,000 based on school system size) higher than the base salary of teachers who have completed two years of creditable service based on the 2024-25 school year's salary schedule. These changes would be sustained for year 4 CYS teachers, and then a similar increase in pay would occur for year 5 CYS teachers. A more detailed explanation with a sample is included in the attached FAQ.

For the purposes of this allotment, salary increases must be increases in base pay for the eligible staff member and will be reported as base pay in the PEIMS Fall Submission. Some school systems use a single salary schedule for Chapter 21 campus personnel, such as librarians and nurses. These school systems will likely need to adopt a salary schedule specific to classroom teachers moving forward.

When considering school years beyond 2025-26, it is important to note that the funding provided under TRA is based on classroom teachers employed each year. This means that in any given year, TRA funding levels in a school system could increase or decrease depending upon the mix of experience and the number of classroom teachers actually employed. As new teachers rise to at least 3 or 5 years of service, funding is provided for them. If teachers with that level of service leave a district, funding is no longer provided for them. The funding mechanism and spending requirements are targeted in such a way that a change to the district salary schedule ensures full compliance with the TRA statute moving forward.

It is also important to note that additional TRS obligations and other payroll tax or benefit obligations may be incurred based upon these increases in salary. TRA funding cannot be used on those additional costs, as TRA funding must be used only to increase salaries. However, additional funding has been provided by HB 2 to support those costs, via the new allotment for basic costs, an increase in the basic allotment, and an increase to the small/mid-sized allotment, among other funding increases provided by HB 2.

How should a School System Interested in Enhanced TIA consider the Teacher Retention Allotment?
HB 2 creates a school system-level Enhanced TIA designation for systems who want to use TIA as a foundation and go further with evidenced-based shifts in the way they evaluate and compensate teachers, principals, and assistant principals. School systems who apply in 2025-26 to be an Enhanced TIA system or earn this designation in subsequent years have the option to use funds generated from the Teacher Retention Allotment for compensation based on teacher performance and in line with the structures of the Teacher Incentive Allotment, as opposed to making the changes to their salary schedule based on creditable years of service as noted above.

For a school system to consider this option when implementing the TRA in the 2025-26 school year, the school system would likely already need to have an approved TIA system that covers all or nearly all types of teachers, and beyond that, will need to commit to meeting the broader requirements of Enhanced TIA as spelled out in HB 2. If your school system is interested in exploring this option for 2025-26 or subsequent school years, please email tia@tea.texas.gov. More detailed information will be

shared about Enhanced TIA and other TIA changes in future correspondence, given that many TIA funding changes will take effect in the 2026-27 school year.

Support Staff Retention Allotment

How Is Funding Determined?
The Support Staff Retention Allotment provides a school system with an allotment of $45 for each student in adjusted average attendance. Adjusted average attendance is the quotient of the sum of the district's allotment under TEC, Chapter 48, Subchapter B, and, if applicable, the allotment under TEC, Section 48.101, and the basic allotment for that school year (which has the effect of increasing ADA when calculating the SSRA for small/mid-sized districts and charters). For ISDs, students who do not reside in the district and are enrolled in a full-time virtual program are excluded.

To support school systems in estimating this amount, the agency will post by next week a list of estimated amounts for the SSRA for 2025-26 based upon legislative estimates of ADA on the State Funding Reports and Data webpage.

How Are Districts Required to Spend Funding from this Allotment?
School systems are required to spend the allotment on increasing salaries for non-administrative staff. For the purposes of this section of statute, salaries would include hourly wages for employment types that do not have an option for salaried pay. Salary increases under SSRA must be increases in base pay for the eligible staff member (as base salary or base hourly wage) and should be reported as base pay.

When determining what types of non-administrative staff are eligible for SSRA, statute provides specific details. Eligible support staff include teachers not eligible for a salary increase under the TRA, such as those with less than three years of experience. Eligible staff also include school counselors, librarians, school nurses, teacher's assistants, custodial staff, food services staff, bus drivers, administrative assistants, and other support staff. Ineligible staff include the superintendent, chief executive officer, assistant superintendents or equivalents, principals or assistant principals, and employees in a centralized supervisory role.

It is important to note that additional payroll tax or benefit obligations may be incurred based upon these increases in salary (or hourly wage) levels. SSRA funding cannot be used on those additional costs, as SSRA funding must be used only to increase salaries (or hourly wages). However, additional funding has been provided by HB 2 to support those costs, via the new allotment for basic costs, an increase in the basic allotment, and an increase to the small/mid-sized allotment, among other funding increases provided by HB 2.

Impact on Budgets and Funding

How will the budget amendments related to the Teacher Retention Allotment and the Support Staff Retention Allotment impact the Financial Integrity Rating System of Texas (FIRST) ratings?
This correspondence is focused solely on immediate implementation requirements related to Article 1 of HB 2. Given the need for immediate action, and the many other changes to school finance from HB 2, school systems should anticipate having to make more budget amendments after the budget is initially adopted in the upcoming school year than is typical.

The agency is aware that Indicator 10 of FIRST compares, on a three-year rolling average, the budgeted revenues reported at Snapshot to actual revenues reported in mid-year PEIMS. As the agency has been doing for the past four years, before final issuance of FIRST ratings of relevance to the 2025-26 school year, the TEA will analyze the data collected and determine if the indicator functions as intended or whether, based on the legislative changes, the indicator needs to be paused.

What is the payment timeline?
In September 2025, the preliminary 2025–2026 summary of finances (SOF) reports will be updated with estimated data as mentioned above. For cashflow purposes, school systems will be paid based on these estimates until the SOF reports are updated in March 2026 with PEIMS Fall Submission data for the current year.

Additional Questions or Support

A frequently asked questions (FAQ) document related to TRA and SSRA has been posted and will be updated with more information and additional questions.

To support HB 2 implementation, the agency has launched a web page specific to communicating relevant 89th Legislature bill implementation information. Given the comprehensive nature of HB 2, along with other changes made by legislation adopted during the 89th Legislature, this page will be updated throughout the remainder of 2025 with more information. The page is accessible at: https://tea.texas.gov/89th.

School system personnel may reach out to HB2@tea.texas.gov with additional questions related to House Bill 2.

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MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Subject: Discussion and possible Board approval of a Delegate and Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly
Date: August 13, 2025

HISTORY: The 2025 Delegate Assembly will be held on September 13, 2025, during the txEDCON25 TASA | TASB Convention in Houston, 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 IMPACT: There is no budget impact for this item.

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.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

Name your Delegate.

2

Place an item on your upcoming board agenda.

Take action now, so you are prepared when registration opens July 22.

Suggested agenda language:

- **Item name:** Discuss and consider board approval of a Delegate and Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly.
- **Background:** TASB's 2025 Delegate Assembly will be held Sept. 13, 2025, during txEDCON25 in Houston. Attending Delegate Assembly gives the board the chance to participate in the democratic process that governs TASB. Delegates will elect TASB officers and directors, vote on TASB's Advocacy Agenda, have the opportunity to interact with other board members in our region, and earn continuing education training credit.
- **Recommended Action:** I recommend that the Board of Trustees name [INSERT NAME] as the Official Voting Delegate and [INSERT NAME] as the Alternate to the 2025 TASB Delegate Assembly.

Select your Delegate and Alternate.

Your Delegate, or Alternate, will be voting on important Association business, so carefully consider who you want representing your board and district. As school board members, all of you already have the most important qualification: a passion for Texas public schools and the students they serve. Now, think about who would best fit these qualities:

- **Knowledge:** The Assembly will consider a wide range of advocacy issues. Who has the best background on the challenges and concerns for your district and community?
- **Voice:** Delegates may submit amendments to proposed action items. Who would be best equipped to consider how amendments may affect your district and then take action based on your board's priorities?
- **Commitment:** The Regional Caucuses and Assembly are held during the Saturday of txEDCON25. Who can commit their time to the full meeting?

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Name your delegate.

Register your representatives

Registration will open July 22 as part of txEDCON25 registration. Make sure your board takes action now to select your representatives, so you are ready as soon as registration opens!

Your superintendent or superintendent secretary will be able to submit your board's Delegate and Alternate at the same time as they register your team for convention.

More information will be shared in late June.

> *" Delegate Assembly is the most effective way that we as Texas trustees can come together in one united voice to speak up for our kids!"*
>
> *– Pam Watts*
> *Midway ISD-McLennan County*

Watch for your Assembly materials.

In late August, the *Delegate Handbook* and Nominations Committee Report will be posted at **tasb.org/delegate**. Your registered Delegate and Alternate, as well as your board president and superintendent, will receive an email when the materials are available.

Questions?

If you have any questions about Delegate Assembly or naming your board's representatives, contact TASB Board and Management Services at **800-580-8272** or **membercommunications@tasb.org**.

Your Association. Your Voice.

TASB Delegate Assembly

tasb.org/delegate

TASB

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MEMORANDUM

To: Members of the Board of Trustees
From: Elizabeth Perez, Chief Financial Officer
Subject: Financial Reports – Tax Report
Date: August 13, 2025

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 September 17, 2024 Board meeting for a total rate of $0.8853. The Maintenance & Operations (M&O) rate which pays for items such as staff salaries, supplies, materials, transportation and utilities was $0.7156 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 2024 tax year which is based on the levy billed on October 1, 2024.

BUDGET: Collections as of April 30, 2025 are summarized below.

	M&O	I&S	Total	Collections
Current Year Levy	$2,275,239	$534,850	$2,810,089	
Current Year Collections	$2,061,698	$488,919	$2,550,617	$2,550,617
Current Year Levy Outstanding	$213,541	$45,931	$259,472	
Prior Year Collections				$125,026
Penalty & Interest Collections				$79,775
Total Collections				$2,755,418

ADMINSTRATIVE RECOMMENDATION: This report is for information only.

For Approval? ☐ Yes ☒ No
If no, please check one: ☐ Presentation ☐ Report ☒ Information
Please check if applicable: ☐ Attachment Included

EL PASO CONSOLIDATED TAX OFFICE
PROPERTY TAX COLLECTION ANALYSIS
9/1/2024 through 6/30/2025

JURISDICTION: 19 SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

	CURRENT TAX YEAR ($)		PRIOR YEARS ($)		ALL YEARS ($)			COLLECTION FEE ($)	
PERIOD	COLLECTED	CUMULATIVE	COLLECTED	CUMULATIVE	COLLECTED	CUMULATIVE	%	COLLECTED	CUMULATIVE
Sep 2024	-	-	29,704.22	29,704.22	29,704.22	29,704.22	1.06%	4,673.87	4,673.87
Oct 2024	33,803.54	33,803.54	29,728.63	59,432.85	63,532.17	93,236.39	3.32%	4,623.32	9,297.19
Nov 2024	164,482.07	198,285.61	6,132.46	65,565.31	170,614.53	263,850.92	9.39%	2,018.36	11,315.55
Dec 2024	875,281.24	1,073,566.85	14,534.49	80,099.80	889,815.73	1,153,666.65	41.05%	2,658.21	13,973.76
Jan 2025	987,709.50	2,061,276.35	11,722.65	91,822.45	999,432.15	2,153,098.80	76.62%	2,352.62	16,326.38
Feb 2025	320,382.72	2,381,659.07	30,733.25	122,555.70	351,115.97	2,504,214.77	89.12%	6,881.44	23,207.82
Mar 2025	95,693.16	2,477,352.23	29,937.24	152,492.94	125,630.40	2,629,845.17	93.59%	3,412.09	26,619.91
Apr 2025	50,271.48	2,527,623.71	11,759.23	164,252.17	62,030.71	2,691,875.88	95.79%	5,657.43	32,277.34
May 2025	34,896.32	2,562,520.03	14,213.43	178,465.60	49,109.75	2,740,985.63	97.54%	3,068.47	35,345.81
Jun 2025	16,379.39	2,578,899.42	(1,947.02)	176,518.58	14,432.37	2,755,418.00	98.05%	2,584.83	37,930.64
Jul 2025									
Aug 2025									

LEVY		CURRENT	PRIOR	ALL YEARS
Levy-Cert	7/25/2024	2,792,044.14	N/A	N/A
Levy-Billed	10/1/2024	2,849,041.41	617,496.50	3,466,537.91
Adjusted Levy YTD		2,810,088.57	557,006.64	3,367,095.21
Increase/Decrease		(38,952.84)	(60,489.86)	(99,442.70)
Levy Outstanding		259,471.69	431,980.21	691,451.90

REVENUE	CURRENT	PRIOR	ALL YEARS
Total Levy Collected	2,550,616.88	125,026.43	2,675,643.31
Total Penalty & Interest	28,282.54	51,492.15	79,774.69
Total Levy + P&I	2,578,899.42	176,518.58	2,755,418.00
Taxes as percent of levy	90.77%	4.45%	95.22%
P&I as percent of levy	1.01%	1.83%	2.84%
Total as percent of levy	91.78%	6.28%	98.06%
Collection Fee	5,243.53	32,687.11	37,930.64
Total Collected YTD	2,584,142.95	209,205.69	2,793,348.64

printed 7/2/2025

FISCAL START: 07/01/2024 END: 06/30/2025 JURISDICTION: 0019 SAN ELIZARIO ISD

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE		TAX RATE	TAX LEVY	PAID ACCTS
CURRENT YEAR	331,590,465	4,152,875-	327,437,590	0	00.885300	2,810,088.57	6,283

YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
2024	2,849,041.41	19,751.50-	38,952.84-	13,057.18	2,550,616.88	259,471.69	90.77	0.00
2023	214,779.39	14,137.78-	44,860.89-	6,567.02-	76,437.36	93,481.14	44.98	0.00
2022	112,172.59	1,361.95-	7,317.51-	718.61	31,928.93	72,926.15	30.45	23.08-
2021	50,379.26	529.93-	5,930.67	157.62	16,824.12	39,485.81	29.88	23.89-
2020	32,705.13	73.98-	725.78	400.00	5,775.13	27,655.78	17.27	25.65-
2019	26,006.65	.00	52.11-	284.03	3,366.65	22,587.89	12.97	52.11-
2018	21,168.40	.00	26.88-	32.76	2,090.86	19,050.66	9.89	26.88-
2017	17,901.17	.00	26.88-	121.48	1,736.24	16,138.05	9.71	26.88-
2016	16,124.03	.00	27.32-	4.59	1,400.27	14,696.44	8.70	27.32-
2015	15,448.16	.00	27.06-	95.38	1,019.41	14,401.69	6.61	27.06-
2014	17,161.83	.00	25.44-	250.35	1,835.70	15,300.69	10.71	25.44-
2013	13,931.92	.00	5,821.82-	0.00	955.84	7,154.26	11.79	7.50-
2012	7,707.33	.00	7.50-	0.00	857.78	6,842.05	11.14	7.50-
2011	6,301.52	.00	7.50-	0.00	861.58	5,432.44	13.69	7.50-
2010	7,740.83	.00	32.40-	0.00	889.20	6,819.23	11.54	7.50-
2009	6,618.78	.00	32.40-	0.00	982.61	5,603.77	14.92	7.50-
2008	7,484.88	.00	11.85-	0.00	896.14	6,576.89	11.99	7.16-
2007	6,394.63	.00	7.23-	0.00	906.05	5,481.35	14.18	7.23-
2006	7,145.15	.00	9.35-	0.00	3.78	7,132.02	.05	9.35-
2005	14,704.33	.00	17.79-	0.00	0.00	14,686.54		10.16-
2004	15,010.51	.00	43.71-	0.00	0.00	14,966.80		10.15-
2003	26,002.75	.00	10,284.22-	0.00	157.97	15,560.56	1.00	39.76-
****	3,491,930.65	35,855.14-	100,936.25-	8,554.98	2,699,542.50	691,451.90		379.62-
CURR	2,849,041.41	19,751.50-	38,952.84-	13,057.18	2,550,616.88	259,471.69		0.00
DELQ	642,889.24	16,103.64-	61,983.41-	4,502.20-	148,925.62	431,980.21		379.62-

TC298-D SELECTION: DEPOSIT DEPOSIT DISTRIBUTION INCLUDES AG ROLLBACK

RECEIPT DATE: ALL FROM: 06/01/2025 THRU 06/30/2025

LOCATION: ALL JURISDICTION: 0019 SAN ELIZARIO ISD

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2024	M & O	.715600	10,554.31	.00	2,685.41	.00	13,239.72	905.34	.00	.00	14,145.06
	I & S	.169700	2,502.87	.00	636.80	.00	3,139.67	.00	.00	.00	3,139.67
	TOTAL	.885300	13,057.18	.00	3,322.21	.00	16,379.39	905.34	.00	.00	17,284.73
2023	M & O	.721900	5,317.10-	.00	376.98	.00	4,940.12-	576.92	.00	.00	4,363.20-
	I & S	.169700	1,249.92-	.00	88.61	.00	1,161.31-	.00	.00	.00	1,161.31-
	TOTAL	.891600	6,567.02-	.00	465.59	.00	6,101.43-	576.92	.00	.00	5,524.51-
2022	M & O	.903300	616.45	.00	510.48	.00	1,126.93	457.29	.00	.00	1,584.22
	I & S	.149700	102.16	.00	84.60	.00	186.76	.00	.00	.00	186.76
	TOTAL	1.053000	718.61	.00	595.08	.00	1,313.69	457.29	.00	.00	1,770.98
2021	M & O	.920700	133.15	.00	306.04	.00	439.19	209.97	.00	.00	649.16
	I & S	.169300	24.47	.00	56.28	.00	80.75	.00	.00	.00	80.75
	TOTAL	1.090000	157.62	.00	362.32	.00	519.94	209.97	.00	.00	729.91
2020	M & O	1.015100	347.04	.00	256.37	.00	603.41	150.17	.00	.00	753.58
	I & S	.154900	52.96	.00	39.12	.00	92.08	.00	.00	.00	92.08
	TOTAL	1.170000	400.00	.00	295.49	.00	695.49	150.17	.00	.00	845.66
2019	M & O	1.028700	254.94	.00	195.20	.00	450.14	100.31	.00	.00	550.45
	I & S	.117400	29.09	.00	22.27	.00	51.36	.00	.00	.00	51.36
	TOTAL	1.146100	284.03	.00	217.47	.00	501.50	100.31	.00	.00	601.81
2018	M & O	1.108900	29.63	.00	26.36	.00	55.99	12.39	.00	.00	68.38
	I & S	.117400	3.13	.00	2.80	.00	5.93	.00	.00	.00	5.93
	TOTAL	1.226300	32.76	.00	29.16	.00	61.92	12.39	.00	.00	74.31
2017	M & O	1.108900	109.85	.00	110.94	.00	220.79	8.89	.00	.00	229.68
	I & S	.117400	11.63	.00	11.75	.00	23.38	.00	.00	.00	23.38
	TOTAL	1.226300	121.48	.00	122.69	.00	244.17	8.89	.00	.00	253.06
2016	M & O	1.108900	4.08	.00	4.57	.00	8.65	1.95	.00	.00	10.60
	I & S	.137400	.51	.00	.57	.00	1.08	.00	.00	.00	1.08
	TOTAL	1.246300	4.59	.00	5.14	.00	9.73	1.95	.00	.00	11.68
2015	M & O	1.108900	85.66	.00	107.11	.00	192.77	42.93	.00	.00	235.70
	I & S	.125800	9.72	.00	12.15	.00	21.87	.00	.00	.00	21.87
	TOTAL	1.234700	95.38	.00	119.26	.00	214.64	42.93	.00	.00	257.57
2014	M & O	1.108900	239.18	.00	327.67	.00	566.85	118.67	.00	.00	685.52
	I & S	.051800	11.17	.00	15.31	.00	26.48	.00	.00	.00	26.48
	TOTAL	1.160700	250.35	.00	342.98	.00	593.33	118.67	.00	.00	712.00

TC298-D SELECTION: DEPOSIT DEPOSIT DISTRIBUTION INCLUDES AG ROLLBACK
RECEIPT DATE: ALL FROM: 06/01/2025 THRU 06/30/2025
LOCATION: ALL JURISDICTION: 0019 SAN ELIZARIO ISD

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
ALL	M & O		7,057.19	.00	4,907.13	.00	11,964.32	2,584.83	.00	.00	14,549.15
ALL	I & S		1,497.79	.00	970.26	.00	2,468.05	.00	.00	.00	2,468.05
ALL	TOTAL		8,554.98	.00	5,877.39	.00	14,432.37	2,584.83	.00	.00	17,017.20
DLO	M & O		3,497.12-	.00	2,221.72	.00	1,275.40-	1,679.49	.00	.00	404.09
DLO	I & S		1,005.08-	.00	333.46	.00	671.62-	.00	.00	.00	671.62-
DLO	TOTAL		4,502.20-	.00	2,555.18	.00	1,947.02-	1,679.49	.00	.00	267.53-
CURR	M & O		10,554.31	.00	2,685.41	.00	13,239.72	905.34	.00	.00	14,145.06
CURR	I & S		2,502.87	.00	636.80	.00	3,139.67	.00	.00	.00	3,139.67
CURR	TOTAL		13,057.18	.00	3,322.21	.00	16,379.39	905.34	.00	.00	17,284.73

San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Elizabeth Perez, Chief Financial Officer
Subject: Financial Reports – Financial Statements
Date: August 13, 2025

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 presented at the regular meeting in November.

RATIONALE: The purpose of this agenda item is to present unaudited interim financial statements as of June 30, 2025 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 H-4: presents revenues and expenses for internal service funds

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

ADMINSTRATIVE RECOMMENDATION: This report is for information only.

For Approval? ☐ Yes ☒ No
If no, please check one: ☐ Presentation ☐ Report ☒ Information
Please check if applicable: ☒ Attachment Included

SAN ELIZARIO ISD
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND - UNAUDITED
FOR THE TWELVE MONTHS ENDING JUNE 30, 2025

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	$ 3,168,717	$ 3,104,306	$ 3,081,257	$ (23,049)
5800	State Program Revenues	31,951,976	31,329,490	25,959,724	(5,369,766)
5900	Federal Program Revenues	4,305,000	4,305,000	3,735,072	(569,928)
5020	Total Revenues	39,425,693	38,738,796	32,776,052	(5,962,744)
	EXPENDITURES:				
	Current:				
0011	Instruction	19,231,854	18,585,540	18,277,267	308,273
0012	Instructional Resources and Media Services	91,905	94,475	47,393	47,082
0013	Curriculum and Instructional Staff Development	876,647	862,837	785,067	77,770
0021	Instructional Leadership	771,466	710,560	679,141	31,419
0023	School Leadership	2,189,604	2,147,429	2,049,579	97,850
0031	Guidance, Counseling and Evaluation Services	1,477,931	1,465,629	1,445,813	19,816
0032	Social Work Services	64,488	62,511	52,681	9,830
0033	Health Services	505,977	488,825	465,354	23,471
0034	Student (Pupil) Transportation	1,297,829	1,292,291	1,336,595	(44,304)
0035	Food Services	3,535,000	3,634,000	3,237,293	396,707
0036	Extracurricular Activities	1,153,814	1,155,128	1,114,848	40,280
0041	General Administration	1,811,023	1,870,744	1,818,759	51,985
0051	Facilities Maintenance and Operations	5,321,684	5,500,230	5,085,194	415,036
0052	Security and Monitoring Services	1,621,544	1,546,578	1,393,752	152,826
0053	Data Processing Services	1,414,788	1,602,299	1,413,511	188,788
0061	Community Services	16,100	16,171	10,044	6,127
	Debt Service:				
0071	Debt Service	304,575	304,588	298,523	6,065
	Capital Outlay:				
0081	Facilities Acquisition and Construction	375,150	351,175	351,175	-
	Intergovernmental:				
0099	Other Intergovernmental Charges	52,000	52,000	41,841	10,159
6030	Total Expenditures	42,113,379	41,743,010	39,903,830	1,839,180
1100	Excess (Deficiency) of Revenues Over(Under) Expenditures	(2,687,686)	(3,004,214)	(7,127,778)	(4,123,564)
	OTHER FINANCING SOURCES (USES):				
7912	Sale of Real and Personal Property	25,000	25,000	27,261	2,261
7915	Transfers In	-	-	-	-
8911	Transfers Out (Use)	-	-	-	-
7080	Total Other Financing Sources (Uses)	25,000	25,000	27,261	2,261
1200	Net Changes in Fund Balances	(2,662,686)	(2,979,214)	(7,100,517)	(4,121,303)
0100	Fund Balance - July 1 (Beginning)	-	16,807,886	16,807,886	-
3000	Fund Balance - June 30 (Ending)	$ (2,662,686)	$ 13,828,672	$ 9,707,369	$ (4,121,303)

EXHIBIT J-3

SAN ELIZARIO ISD
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - DEBT SERVICE FUND - UNAUDITED
FOR THE TWELVE MONTHS ENDING JUNE 30, 2025

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	$ 580,120	$ 580,120	$ 546,915	$ (33,205)
5800	State Program Revenues	1,091,268	1,091,268	1,039,554	(51,714)
5020	Total Revenues	1,671,388	1,671,388	1,586,469	(84,919)
	EXPENDITURES:				
	Debt Service:				
0071	Debt Service	1,625,207	1,625,207	1,624,707	500
6030	Total Expenditures	1,625,207	1,625,207	1,624,707	500
1100	Excess (Deficiency) of Revenues Over(Under) Expenditures	46,181	46,181	(38,238)	(84,419)
	OTHER FINANCING SOURCES (USES):				
7915	Transfers In	-	-	$ -	-
7916	Premium or Discount on Issuance of Bonds	-	-	-	-
8949	Transfers Out (Use)	-	-	-	-
7080	Total Other Financing Sources (Uses)	-	-	-	-
1200	Net Changes in Fund Balances	46,181	46,181	(38,238)	(84,419)
0100	Fund Balance - July 1 (Beginning)	-	379,738	379,738	-
3000	Fund Balance - June 30 (Ending)	$ 46,181	$ 425,919	$ 341,500	$ (84,419)

EXHIBIT H-4

SAN ELIZARIO ISD
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS - UNAUDITED
FOR THE TWELVE MONTHS ENDING JUNE 30, 2025

	753 Self Insurance Health Fund	770 Self Insurance W/ Comp Fund	Total Internal Service Funds
OPERATING REVENUES:			
Local and Intermediate Sources	$ 3,249,716	$ 71,191	$ 3,320,907
Total Operating Revenues	3,249,716	71,191	3,320,907
OPERATING EXPENSES:			
Professional and Contracted Services	2,121,629	355,765	2,477,394
Other Operating Costs	841,393	-	841,393
Total Operating Expenses	2,963,022	355,765	3,318,787
Operating Income (Loss)	286,694	(284,574)	2,120
NONOPERATING REVENUES (EXPENSES):			
Earnings from Temporary Deposits & Investments	386	62,100	62,486
Total Nonoperating Revenues (Expenses)	386	62,100	62,486
Income (Loss) Before Transfers	287,080	(222,474)	64,606
Transfer In	-	-	-
Change in Net Position	287,080	(222,474)	64,606
Total Net Position - July 1 (Beginning)	(1,037,588)	1,037,125	(463)
Total Net Position - June 30 (Ending)	$ (750,508)	$ 814,651	$ 64,143

San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Elizabeth Perez, Chief Financial Officer
Subject: Financial Reports – Investment Report
Date: August 13, 2025

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 30, 2025.

BUDGET: Interest earned by fund is summarized in the investment report which is attached.

ADMINSTRATIVE RECOMMENDATION: This report is for information only.

For Approval? ☐ Yes ☒ No
If no, please check one: ☐ Presentation ☒ Report ☐ Information
Please check if applicable: ☒ Attachment Included

San Elizario I.S.D.
Statement of Interest Earned
For The Twelve Months Ending June 30, 2025

General Fund	**$**	**588,486.43**
Interest & Sinking (Debt Service) Fund	**$**	**19,768.17**
Capital Projects Fund	**$**	**18,752.92**
Health Insurance Fund	**$**	**385.90**
Workers Compensation Fund	**$**	**62,100.05**
Total	**$**	**689,493.47**

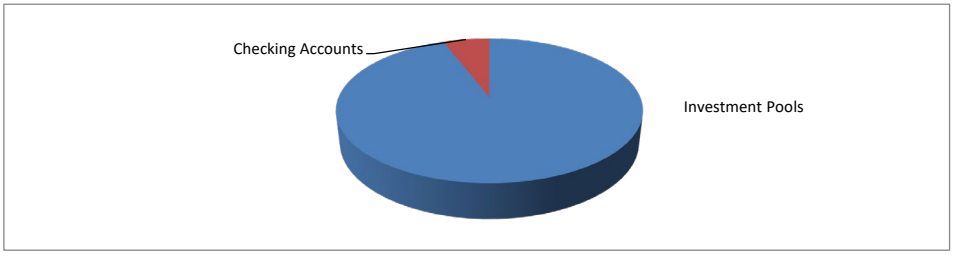
We, the undersigned Investment Officers, do hereby certify that the above investment information, is in compliance with Board Policy (CDA Local) and requirements stated in Sec. 2256.023 of the PFIA.

Elizabeth Perez

Chief Financial Officer — **July 30, 2025** **Date**

Portfolio Diversification

By Investment Type	Current Market Value	Portfolio %	Investment Maturity
Investment Pools	$ 11,889,465	94.17%	Overnight
Checking Accounts	$ 735,997	5.83%	Overnight
	$ 12,625,462		



General Fund

Wells Fargo- General Operating Checking Account

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Earnings Allowance*	*Net Earnings Allowance*
01-Jul-24	31-Jul-24	Overnight	$ 680,195.28	1.65%	$ 925.45
01-Aug-24	31-Aug-24	Overnight	$ 723,048.13	1.65%	$ 1,106.79
01-Sep-24	30-Sep-24	Overnight	$ 644,120.22	1.65%	$ 913.63
01-Oct-24	31-Oct-24	Overnight	$ 728,333.59	1.65%	$ 814.44
01-Nov-24	30-Nov-24	Overnight	$ 745,411.84	1.65%	$ 1,286.46
01-Dec-24	31-Dec-24	Overnight	$ 1,051,834.32	1.65%	$ 1,430.90
01-Jan-25	31-Jan-25	Overnight	$ 1,128,834.22	1.40%	$ 1,498.35
01-Feb-25	28-Feb-25	Overnight	$ 1,104,576.60	1.40%	$ 1,335.14
01-Mar-25	31-Mar-25	Overnight	$ 1,001,895.37	1.40%	$ 1,723.53
01-Apr-25	30-Apr-25	Overnight	$ 1,175,590.14	1.40%	$ 1,328.19
01-May-25	31-May-25	Overnight	$ 847,394.48	1.40%	$ 1,260.86
01-Jun-25	30-Jun-25	Overnight	$ 566,916.21	1.20%	$ 833.03
				Net Earnings Allowance:	**$ 14,456.77**

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-24	31-Jul-24	Overnight	$ 7,061.91	0.00%	$ -
01-Aug-24	31-Aug-24	Overnight	$ 19,396.75	0.00%	$ -
01-Sep-24	30-Sep-24	Overnight	$ 30,680.17	0.00%	$ -
01-Oct-24	31-Oct-24	Overnight	$ 42,304.97	0.00%	$ -
01-Nov-24	30-Nov-24	Overnight	$ 69,071.77	0.00%	$ -
01-Dec-24	31-Dec-24	Overnight	$ 75,649.22	0.00%	$ -
01-Jan-25	31-Jan-25	Overnight	$ 83,562.47	0.00%	$ -
01-Feb-25	28-Feb-25	Overnight	$ 93,755.32	0.00%	$ -
01-Mar-25	31-Mar-25	Overnight	$ 99,988.38	0.00%	$ -
01-Apr-25	30-Apr-25	Overnight	$ 110,927.76	0.00%	$ -
01-May-25	31-May-25	Overnight	$ 122,650.81	0.00%	$ -
01-Jun-25	30-Jun-25	Overnight	$ 129,014.46	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-24	31-Jul-24	Overnight	$ 6,346,218.29	5.44%	$ 28,728.68
01-Aug-24	31-Aug-24	Overnight	$ 5,372,292.90	5.44%	$ 29,523.72
01-Sep-24	30-Sep-24	Overnight	$ 5,595,127.97	5.33%	$ 22,255.69
01-Oct-24	31-Oct-24	Overnight	$ 4,826,834.68	5.08%	$ 22,812.83
01-Nov-24	30-Nov-24	Overnight	$ 5,865,671.05	4.90%	$ 20,762.61
01-Dec-24	31-Dec-24	Overnight	$ 5,941,051.01	4.77%	$ 23,889.85
01-Jan-25	31-Jan-25	Overnight	$ 5,735,055.76	4.59%	$ 22,979.87
01-Feb-25	28-Feb-25	Overnight	$ 4,477,038.27	4.52%	$ 18,395.48
01-Mar-25	31-Mar-25	Overnight	$ 4,693,770.66	4.49%	$ 16,108.75
01-Apr-25	30-Apr-25	Overnight	$ 310,542.73	4.47%	$ 13,474.21
01-May-25	31-May-25	Overnight	$ 500,050.47	4.44%	$ 2,568.24
01-Jun-25	30-Jun-25	Overnight	$ 1,225,001.06	4.43%	$ 2,866.93
				Interest Earned:	**$ 224,366.86**

Lone Star Investment Pool- Corporate Overnight Fund

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-24	31-Jul-24	Overnight	$ 207,771.65	5.44%	$ 952.82
01-Aug-24	31-Aug-24	Overnight	$ 208,727.78	5.43%	$ 956.13
01-Sep-24	30-Sep-24	Overnight	$ 209,636.91	5.32%	$ 909.13
01-Oct-24	31-Oct-24	Overnight	$ 210,538.28	5.08%	$ 901.37
01-Nov-24	30-Nov-24	Overnight	$ 211,380.84	4.88%	$ 842.56
01-Dec-24	31-Dec-24	Overnight	$ 212,228.26	4.73%	$ 847.42
01-Jan-25	31-Jan-25	Overnight	$ 213,049.97	4.56%	$ 821.71
01-Feb-25	28-Feb-25	Overnight	$ 213,781.35	4.48%	$ 731.38
01-Mar-25	31-Mar-25	Overnight	$ 214,589.12	4.45%	$ 807.77
01-Apr-25	30-Apr-25	Overnight	$ 215,371.27	4.43%	$ 782.15
01-May-25	31-May-25	Overnight	$ 216,179.04	4.42%	$ 807.77
01-Jun-25	30-Jun-25	Overnight	$ 216,962.82	4.41%	$ 783.78
				Interest Earned:	**$ 10,143.99**

Lone Star Investment Pool- Government Overnight Fund

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-24	31-Jul-24	Overnight	$ 2,901,671.96	5.33%	$ 13,037.20
01-Aug-24	31-Aug-24	Overnight	$ 2,937,988.38	5.32%	$ 13,128.18
01-Sep-24	30-Sep-24	Overnight	$ 2,968,609.60	5.17%	$ 12,483.11
01-Oct-24	31-Oct-24	Overnight	$ 3,017,505.70	4.90%	$ 12,403.04
01-Nov-24	30-Nov-24	Overnight	$ 3,175,351.06	4.70%	$ 11,886.92
01-Dec-24	31-Dec-24	Overnight	$ 3,824,590.16	4.54%	$ 12,943.62
01-Jan-25	31-Jan-25	Overnight	$ 4,587,905.64	4.35%	$ 15,369.07
01-Feb-25	28-Feb-25	Overnight	$ 5,008,936.67	4.35%	$ 16,243.45
01-Mar-25	31-Mar-25	Overnight	$ 5,150,755.81	4.33%	$ 18,697.98
01-Apr-25	30-Apr-25	Overnight	$ 5,233,622.76	4.33%	$ 18,490.09
01-May-25	31-May-25	Overnight	$ 5,286,798.34	4.30%	$ 19,192.65
01-Jun-25	30-Jun-25	Overnight	$ 4,724,055.96	4.30%	$ 17,638.51
				Interest Earned:	**$ 181,513.82**

Texas CLASS Investment Pool- General Fund

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-24	31-Jul-24	Overnight	$ 3,528,040.21	5.45%	$ 16,239.30
01-Aug-24	31-Aug-24	Overnight	$ 3,544,305.51	5.43%	$ 16,265.30
01-Sep-24	30-Sep-24	Overnight	$ 3,559,709.69	5.29%	$ 15,404.18
01-Oct-24	31-Oct-24	Overnight	$ 3,574,942.10	5.04%	$ 15,232.41
01-Nov-24	30-Nov-24	Overnight	$ 3,589,278.53	4.88%	$ 14,336.43
01-Dec-24	31-Dec-24	Overnight	$ 3,603,735.27	4.75%	$ 14,456.74
01-Jan-25	31-Jan-25	Overnight	$ 3,617,668.52	4.54%	$ 13,933.25
01-Feb-25	28-Feb-25	Overnight	$ 3,630,160.84	4.49%	$ 12,492.32
01-Mar-25	31-Mar-25	Overnight	$ 3,643,867.69	4.44%	$ 13,706.85
01-Apr-25	30-Apr-25	Overnight	$ 3,657,176.48	4.44%	$ 13,308.79
01-May-25	31-May-25	Overnight	$ 3,670,892.94	4.41%	$ 13,716.46
01-Jun-25	30-Jun-25	Overnight	$ 3,684,197.56	4.40%	$ 13,304.62
				Interest Earned:	**$ 172,396.65**

Wells Fargo- San Elizario High School Account

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Earnings Allowance*	*Net Earnings Allowance*
01-Jul-24	31-Jul-24	Overnight	$ 4,600.71	1.09%	$ 3.95
01-Aug-24	31-Aug-24	Overnight	$ 6,040.32	1.09%	$ 4.56
01-Sep-24	30-Sep-24	Overnight	$ 8,910.89	0.92%	$ 5.89
01-Oct-24	31-Oct-24	Overnight	$ 8,762.59	0.71%	$ 5.27
01-Nov-24	30-Nov-24	Overnight	$ 8,815.13	0.63%	$ 4.56
01-Dec-24	31-Dec-24	Overnight	$ 8,972.46	0.56%	$ 4.22
01-Jan-25	31-Jan-25	Overnight	$ 9,249.82	0.50%	$ 3.86
01-Feb-25	28-Feb-25	Overnight	$ 11,130.67	0.50%	$ 3.67
01-Mar-25	31-Mar-25	Overnight	$ 11,552.28	0.68%	$ 6.67
01-Apr-25	30-Apr-25	Overnight	$ 11,840.12	0.68%	$ 6.59
01-May-25	31-May-25	Overnight	$ 14,909.49	0.68%	$ 7.57
01-Jun-25	30-Jun-25	Overnight	$ 14,821.82	0.68%	$ 8.30
				Interest Earned:	**$ 65.11**

Total General Fund Interest Earned	**$ 588,486.43**

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-24	31-Jul-24	Overnight	$ 135,225.21	5.44%	$ 620.76
01-Aug-24	31-Aug-24	Overnight	$ 135,847.73	5.44%	$ 622.52
01-Sep-24	30-Sep-24	Overnight	$ 136,441.41	5.33%	$ 593.68
01-Oct-24	31-Oct-24	Overnight	$ 137,028.91	5.08%	$ 587.50
01-Nov-24	30-Nov-24	Overnight	$ 137,579.32	4.90%	$ 550.41
01-Dec-24	31-Dec-24	Overnight	$ 138,135.01	4.77%	$ 555.69
01-Jan-25	31-Jan-25	Overnight	$ 138,673.85	4.59%	$ 538.84
01-Feb-25	28-Feb-25	Overnight	$ 139,154.12	4.52%	$ 480.27
01-Mar-25	31-Mar-25	Overnight	$ 139,684.60	4.45%	$ 530.48
01-Apr-25	30-Apr-25	Overnight	$ 140,197.91	4.47%	$ 513.31
01-May-25	31-May-25	Overnight	$ 140,726.55	4.44%	$ 528.64
01-Jun-25	30-Jun-25	Overnight	$ 141,239.45	4.43%	$ 512.90
				Interest Earned:	**$ 6,635.00**

Lone Star Investment Pool- Government Overnight Fund

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-24	31-Jul-24	Overnight	$ 121,693.88	5.33%	$ 545.93
01-Aug-24	31-Aug-24	Overnight	$ 126,938.07	5.32%	$ 559.81
01-Sep-24	30-Sep-24	Overnight	$ 131,250.64	5.17%	$ 544.47
01-Oct-24	31-Oct-24	Overnight	$ 139,779.45	4.90%	$ 560.80
01-Nov-24	30-Nov-24	Overnight	$ 174,412.55	4.70%	$ 598.48
01-Dec-24	31-Dec-24	Overnight	$ 325,764.91	4.54%	$ 845.06
01-Jan-25	31-Jan-25	Overnight	$ 504,374.83	4.35%	$ 1,498.16
01-Feb-25	28-Feb-25	Overnight	$ 601,448.00	4.35%	$ 1,903.78
01-Mar-25	31-Mar-25	Overnight	$ 629,764.98	4.33%	$ 2,272.14
01-Apr-25	30-Apr-25	Overnight	$ 646,801.46	4.33%	$ 2,279.05
01-May-25	31-May-25	Overnight	$ 154,904.77	4.30%	$ 965.37
01-Jun-25	30-Jun-25	Overnight	$ 159,930.43	4.30%	$ 560.12
				Interest Earned:	**$ 13,133.17**

Total Debt Service Fund Interest Earned **$ 19,768.17**

Capital Projects Fund

2015 Bond Construction Fund - Government Overnight Fund

Beginning Date	*Ending Date*	*Maturity*	*Bank Balance*	*Interest Rate*	*Interest Earned*
01-Jul-24	31-Jul-24	Overnight	$ 396,096.68	5.33%	$ 1,780.46
01-Aug-24	31-Aug-24	Overnight	$ 397,880.65	5.32%	$ 1,783.97
01-Sep-24	30-Sep-24	Overnight	$ 399,566.85	5.17%	$ 1,686.20
01-Oct-24	31-Oct-24	Overnight	$ 401,226.35	4.90%	$ 1,659.50
01-Nov-24	30-Nov-24	Overnight	$ 402,772.46	4.70%	$ 1,546.11
01-Dec-24	31-Dec-24	Overnight	$ 404,320.46	4.54%	$ 1,548.00
01-Jan-25	31-Jan-25	Overnight	$ 405,813.46	4.35%	$ 1,493.00
01-Feb-25	28-Feb-25	Overnight	$ 407,167.19	4.35%	$ 1,353.73
01-Mar-25	31-Mar-25	Overnight	$ 408,662.85	4.33%	$ 1,495.66
01-Apr-25	30-Apr-25	Overnight	$ 410,116.27	4.33%	$ 1,453.42
01-May-25	31-May-25	Overnight	$ 411,614.82	4.30%	$ 1,498.55
01-Jun-25	30-Jun-25	Overnight	$ 413,069.14	4.30%	$ 1,454.32
				Interest Earned:	**$ 18,752.92**

Total Capital Projects Fund Interest Earned **$ 18,752.92**

Health Insurance Fund

Wells Fargo- Health Insurance

Beginning Date	*Ending Date*	*Maturity*		*Bank Balance*	*Interest Rate*		*Interest Earned*
01-Jul-24	31-Jul-24	Overnight	$	67,287.37	1.09%	$	54.70
01-Aug-24	31-Aug-24	Overnight	$	106,672.61	1.09%	$	39.81
01-Sep-24	30-Sep-24	Overnight	$	69,597.86	0.91%	$	39.93
01-Oct-24	31-Oct-24	Overnight	$	73,922.53	0.71%	$	53.75
01-Nov-24	30-Nov-24	Overnight	$	69,341.74	0.62%	$	35.53
01-Dec-24	31-Dec-24	Overnight	$	95,393.88	0.54%	$	40.63
01-Jan-25	31-Jan-25	Overnight	$	40,802.26	0.50%	$	24.35
01-Feb-25	28-Feb-25	Overnight	$	139,795.23	0.50%	$	24.22
01-Mar-25	31-Mar-25	Overnight	$	35,810.94	0.68%	$	40.34
01-Apr-25	30-Apr-25	Overnight	$	24,491.48	0.68%	$	19.38
01-May-25	31-May-25	Overnight	$	3,132.35	0.68%	$	10.10
01-Jun-25	30-Jun-25	Overnight	$	4,068.08	0.68%	$	3.16
					Interest Earned:	**$**	**385.90**

Total Health Insurance Fund Interest Earned **$ 385.90**

Workers Compensation Fund

Wells Fargo- Worker's Compensation

Beginning Date	*Ending Date*	*Maturity*		*Bank Balance*	*Interest Rate*		*Interest Earned*
01-Jul-24	31-Jul-24	Overnight	$	24,622.08	1.09%	$	9.80
01-Aug-24	31-Aug-24	Overnight	$	22,968.68	1.09%	$	17.54
01-Sep-24	30-Sep-24	Overnight	$	13,542.93	0.84%	$	36.76
01-Oct-24	31-Oct-24	Overnight	$	3,831.32	0.71%	$	4.95
01-Nov-24	30-Nov-24	Overnight	$	32,059.49	0.61%	$	6.58
01-Dec-24	31-Dec-24	Overnight	$	18,209.46	0.57%	$	12.86
01-Jan-25	31-Jan-25	Overnight	$	23,128.17	0.50%	$	6.78
01-Feb-25	28-Feb-25	Overnight	$	14,467.92	0.50%	$	6.07
01-Mar-25	31-Mar-25	Overnight	$	28,672.36	0.68%	$	11.07
01-Apr-25	30-Apr-25	Overnight	$	24,910.62	0.68%	$	11.73
01-May-25	31-May-25	Overnight	$	22,234.79	0.68%	$	13.70
01-Jun-25	30-Jun-25	Overnight	$	21,176.56	0.68%	$	12.16
					Interest Earned:	**$**	**150.00**

Lone Star Investment Pool- Corporate Overnight Fund

Beginning Date	*Ending Date*	*Maturity*		*Bank Balance*	*Interest Rate*		*Interest Earned*
01-Jul-24	31-Jul-24	Overnight	$	1,268,877.09	5.44%	$	5,818.92
01-Aug-24	31-Aug-24	Overnight	$	1,274,716.26	5.43%	$	5,839.17
01-Sep-24	30-Sep-24	Overnight	$	1,280,268.40	5.32%	$	5,552.14
01-Oct-24	31-Oct-24	Overnight	$	1,285,773.11	5.08%	$	5,504.71
01-Nov-24	30-Nov-24	Overnight	$	1,290,918.67	4.88%	$	5,145.56
01-Dec-24	31-Dec-24	Overnight	$	1,296,093.93	4.73%	$	5,175.26
01-Jan-25	31-Jan-25	Overnight	$	1,301,112.18	4.56%	$	5,018.25
01-Feb-25	28-Feb-25	Overnight	$	1,305,578.76	4.48%	$	4,466.58
01-Mar-25	31-Mar-25	Overnight	$	1,310,511.88	4.45%	$	4,933.12
01-Apr-25	30-Apr-25	Overnight	$	1,315,288.52	4.43%	$	4,776.64
01-May-25	31-May-25	Overnight	$	1,320,221.63	4.42%	$	4,933.11
01-Jun-25	30-Jun-25	Overnight	$	1,325,008.22	4.41%	$	4,786.59
					Interest Earned:	**$**	**61,950.05**

Total Worker's Compensation Fund Interest Earned : **$ 62,100.05**

Lone★Star™
Investment Pool

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12007 Research Blvd.
Austin, Texas 78759
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Custodian Bank: State Street Bank

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

A TASBO Strategic Partner

The Official Investment Pool of

TASA

Lone Star Monthly Performance Update

The Lone Star Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, charges, 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.

First Public is a registered broker dealer with the Securities and Exchange Commission, the Financial Industry Regulatory Authority, and the Municipal Securities Rulemaking Board. First Public is not acting as a municipal advisor and is not providing advice or recommending any action to any municipal entity (including governmental entities under Section 15B of the U.S. Securities Exchange Act) or any of such entity's obligated persons. First Public does not assume or owe any fiduciary duty under Section 15B of the U.S. Securities Exchange Act with respect to the information contained herein. Please consult your professional and legal advisors and fiduciaries before acting on any of this information.



Fund Performance Update

June 30, 2025

Comments by Mellon, Investment Manager

As has been the case since March, widespread tariffs continued to be a primary focus of the financial markets in June. Geopolitical risks increased with the bombings in Iran. The equity markets appeared to focus on an improving tariff situation as both the S&P 500® and Nasdaq-100® indexes reach all-time highs. The Dow Jones Industrial Average®, S&P 500® and Nasdaq-100® indexes gained 4.5%, 5.1% and 6.6%, respectively, in June. As expected, the Federal Open Market Committee (FOMC) left the target rate unchanged at 4.25% to 4.50% at its June meeting. The FOMC noted that uncertainty has "diminished but remains elevated" but otherwise made minimal changes to the press release following the meeting. The key focus for markets was whether the median 2025 dot would show one or two cuts and the median projection in the Summary of Economic Projections (SEP). The release showed two rate cuts in 2025, unchanged from the March release. However, the forecast for growth was revised lower (from 1.7% to 1.4%) and both unemployment (from 4.4% to 4.5%) and inflation (headline from 2.7% to 3.0%; core from 2.8% to 3.1%) were revised higher for 2025. The next FOMC meeting is scheduled for July 30.

Active Participants This Month

Schools and Colleges	599
Other Governmental Entities	94
Total	*693*

Lone★Star™
Investment Pool



Government Overnight Fund

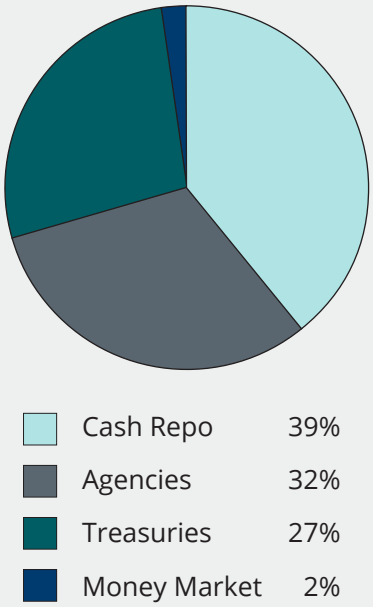
Return Information
June 30, 2025

Average Monthly Return (a)	4.30%
SEC 7-day Fund Yield (b)	4.33%
Weighted Average Maturity One (c)	28 days
Weighted Average Maturity Two (c)	100 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	2,493,159,968.93	2,493,159,968.93
US Treasuries	1,730,851,457.14	1,730,897,368.69
Agencies	2,021,764,513.76	2,022,197,497.42
Money Market Funds	132,973,976.23	132,973,976.23
Total Assets	*6,378,749,916.06*	*6,379,228,811.27*

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

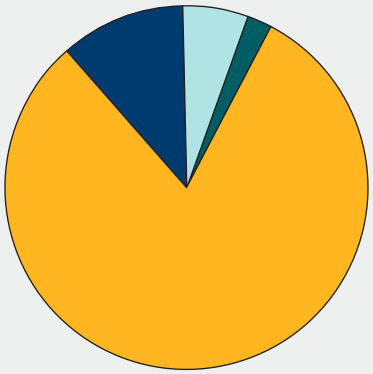
Return Information
June 30, 2025

Average Monthly Return (a)	4.41%
SEC 7-day Fund Yield (b)	4.43%
Weighted Average Maturity One (c)	32 days
Weighted Average Maturity Two (c)	68 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

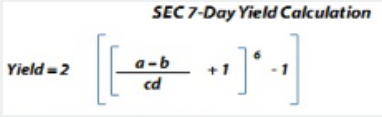
	Book Value	Market Value
Cash/Repo	214,126,412.74	214,126,412.74
US Treasuries	84,360,472.36	84,369,878.50
Agencies	-	-
Commercial Paper	3,091,190,856.50	3,090,966,154.11
Money Market Funds	436,852,639.40	436,852,639.40
Total Assets	*3,826,530,381.00*	*3,826,315,084.75*

Investment Distribution



Commercial Paper	81%
Money Market	11%
Cash/Repo	6%
Treasuries	2%

(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

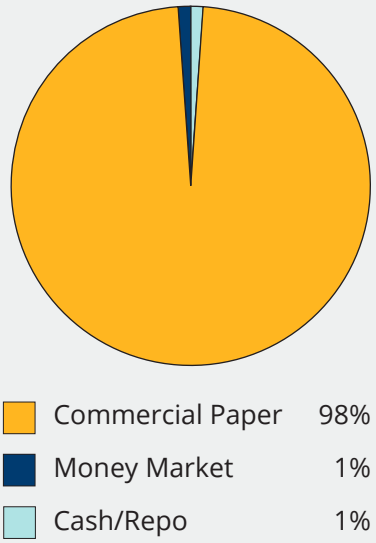
June 30, 2025

Average Monthly Return (a)	4.43%
SEC 7-day Fund Yield (b)	4.45%
Weighted Average Maturity One (c)	43 days
Weighted Average Maturity Two (c)	82 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	107,856,318.44	107,856,318.44
US Treasuries	-	-
Agencies	-	-
Commercial Paper	10,946,559,498.68	10,945,818,915.14
Money Market Funds	135,441,502.36	135,441,502.36
Total Assets	*11,189,857,319.48*	*11,189,116,735.94*

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
06/01/2025	0.000000000	4.4186%
06/02/2025	0.000121110	4.4205%
06/03/2025	0.000121001	4.4166%
06/04/2025	0.000120582	4.4013%
06/05/2025	0.000120141	4.3851%
06/06/2025	0.000360768	4.3893%
06/07/2025	0.000000000	4.3893%
06/08/2025	0.000000000	4.3893%
06/09/2025	0.000120283	4.3903%
06/10/2025	0.000120246	4.3890%
06/11/2025	0.000120138	4.3851%
06/12/2025	0.000120161	4.3859%
06/13/2025	0.000360456	4.3855%
06/14/2025	0.000000000	4.3856%
06/15/2025	0.000000000	4.3856%
06/16/2025	0.000120215	4.3878%
06/17/2025	0.000120595	4.4022%
06/18/2025	0.000240826	4.3975%
06/19/2025	0.000000000	4.3951%
06/20/2025	0.000360543	4.3866%
06/21/2025	0.000000000	4.3866%
06/22/2025	0.000000000	4.3866%
06/23/2025	0.000120266	4.3897%
06/24/2025	0.000120356	4.3930%
06/25/2025	0.000120765	4.4031%
06/26/2025	0.000121454	4.4331%
06/27/2025	0.000365523	4.4472%
06/28/2025	0.000000000	4.4472%
06/29/2025	0.000000000	4.4472%
06/30/2025	0.000121753	4.4440%

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 ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Elizabeth Perez, Chief Financial Officer
Subject: Financial Reports – Budget Amendment
Date: August 13, 2025

HISTORY: The District's 2025-2026 budget was officially approved at the June 18, 2025 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:

- **Software**
  - **Function 71 (Debt Service):** To decrease function 71 by $15,469.80 to renew software licensing and account for costs in correct function code.
  - **Function 11 (Instruction):** To increase function 11 by $15,469.80 to renew software licensing and account for costs in correct function code (see function 71 above).
- **Legal Services**
  - **Function 41 (General Administration):** To increase function 41 by $150,000 to pay for legal services. An amendment to the budget is necessary due to a significant increase in legal service costs compared to previous years. The additional expense will be covered by fund balance. Below is historical information on legal services:
    - FY 2022 spent: $34,053
    - FY 2023 spent: $36,121
    - FY 2024 spent: $19,802
    - FY 2025 spent thru 6/30/25: $173,921
- **School Resource Officers (SROs)**
  - **Function 52 (Security Services):** To increase function 52 by $498,113 to pay for SRO's. An amendment to the budget is necessary due to funds not allocated during budget adoption. The expense will be covered by fund balance.
- **Athletic Travel Requests**
  - **Function 36 (Extracurricular Activities):** To increase function 36 by $115,000 to pay for athletic travel requests. An amendment to the budget is necessary due to funds not allocated during budget adoption. The expense will be covered by fund balance.

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- **Communities in Schools**
  - **Function 32 (Social Work Services):** To increase function 32 by $50,000 to pay for the Communities in Schools program taking place at Borrego ES and San Elizario HS. An amendment to the budget is necessary due to funds not allocated during budget adoption. The expense will be covered by fund balance.
- **Bus Monitors**
  - **Function 52 (Monitoring Servies):** To increase function 52 by $5,400 to pay for additional bus monitors to enhance safety and managing student behavior on school buses. An amendment to the budget is necessary due to funds not allocated during budget adoption. The expense will be covered by fund balance.

- **Teacher Incentive Allotment (TIA) – Multiple functions**
  - **Function 11 (Instruction):** To increase function 11 by $195,236.80 to pay for TIA stipends and software. An amendment to the budget is necessary due to funds not allocated during budget adoption. The expense will be covered by TIA allocation funds.
  - **Function 21 (Instructional Leadership):** To increase function 21 by $8,412.10 to pay for TIA coaching support and professional development. An amendment to the budget is necessary due to funds not allocated during budget adoption. The expense will be covered by TIA allocation funds.
  - **Function 23 (School Leadership):** To increase function 23 by $10,450.90 to pay for professional development for principals. An amendment to the budget is necessary due to funds not allocated during budget adoption. The expense will be covered by TIA allocation funds.

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

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

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT GENERAL FUND	2025-2026 Adopted	8/13/2025 Legal Fees	8/13/2025 SRO's	8/13/2025 Athletic Travel	8/13/2025 Communitie s in Schools	8/13/2025 Bus Monitors	8/13/2025 Teacher Incentive Allotment	8/13/2025 MS Software Program	2025-2026 Proposed
REVENUES	**REVENUES**								**REVENUES**
5700 Local and Intermediate Sources	$ 3,093,147								$ 3,093,147
5800 State Sources	31,231,757						208,312		31,440,069
5900 Federal Programs	4,305,000								4,305,000
Total Revenues	38,629,904								38,838,216
EXPENDITURES	**EXPENDITURES**								**EXPENDITURES**
11 Instruction	19,734,074						195,236.80	15,469.80	19,944,780
12 Instructional Resources and Media Services	67,426								67,426
13 Curriculum and Instructional Staff Development	859,460								859,460
21 Instructional Leadership	744,080						8,412.10		752,492
23 School Leadership	2,102,639						10,450.90		2,113,090
31 Guidance, Counseling and Evaluation Services	1,503,569								1,503,569
32 Social Work Services	50,039				50,000				100,039
33 Health Services	427,494								427,494
34 Student (Pupil) Transportation	1,421,379								1,421,379
35 Food Services	3,310,425								3,310,425
36 Cocurricular/Extracurricular Activities	909,279			115,000					1,024,279
41 General Administration	1,707,954	150,000							1,857,954
51 Facilities Maintenance and Operations	5,317,942								5,317,942
52 Security and Monitoring Services	608,150		498,113			5,400			1,111,663
53 Data Processing Services	1,170,851								1,170,851
61 Community Services	15,030								15,030
71 Debt Service	319,725							(15,469.80)	304,255
81 Facilities Acquisition and Construction									0
99 Other Intergovernmental Charges	51,700								51,700
Total Expenditures	40,321,216	$ 150,000	$ 498,113	$ 115,000	$ 50,000	$ 5,400	$ 214,100	$ -	$ 41,353,829
REVENUES OVER(UNDER) EXPENDITURES	$ (1,691,312)								$ (2,515,613)

San Elizario ISD
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San Elizario, TX 79849
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MEMORANDUM

To: Members of the Board of Trustees
From: Blanca I. Cruz, Associate Superintendent
Subject: Purchases over 25K – Summit K-12
Date: August 13, 2025

HISTORY: Summit K12 is an online educational platform designed to help K-12 students—especially English Learners (ELs)—improve academic achievement through interactive, standards-aligned programs. It is commonly used in school districts across the United States, particularly in Texas, to support English Language Development (ELD), STAAR preparation, and TELPAS readiness.

RATIONALE: The rationale for using Summit K12 is to provide targeted, standards-aligned support for English Learners and struggling students, helping them build language proficiency and content mastery simultaneously. The platform offers, interactive lessons that address the specific demands of assessments like TELPAS and STAAR, enabling teachers to track both progress and achievement. By personalizing instruction and reinforcing academic vocabulary across subjects, Summit K12 offers individualized intervention for students. Given the results of this program last year, at the middle school, the plan is to use it district-wide.

BUDGET: The cost of this program is $48,891 for the 2025-2026 school year. If approved, the cost will be covered with Title III, Part A funds which are received by the district to supplement the instruction for English Language Learners.

ADMINISTRATIVE RECOMMENDATION:
The administrative recommendation is to approve the purchase of Summit K-12 program as presented.

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

Summit K12 Quotation Form
Quotes are valid 90 days from Creation Date
(If purchase request is dated on or before the above date, then quote price is valid and honored)

Created Date	7/31/2025	Quote Number	00009575
Subscription End Date (Quote)	6/30/2026	Account Name	San Elizario Independent School District
		Contact Name	Josue Palomino
		Email	jpalomino@seisd.net
		ESC	19

Summit K12
PO Box 26841, Austin, TX 78755
P: 844-331-4737 | Fax: 866-490-8158 | orders@summitk12.com

Prepared By	Liz Keith
Email	liz.keith@summitk12.com
Phone	(915) 204-3677

Notes:

Campuses: as requested and originally quoted back on June 9, 2025
Sambrano - 360 S, 18T
Alarcon - 200 S, 8T
Borrego - 300 S, 18T
Enriquez - 420 S, 8T
San Elizario HS - 200 S, 5T
15 School Admin & 3 District Admin

Product Code	Product	Line Item Description	Sales Price	Quantity	Total Price
9781433406157	TX Connect to Literacy ELD - Teacher		$25.00	57	$1,425.00
9781433406164	TX Connect to Literacy ELD - School Admin	Admin licenses for each campus	$50.00	15	$750.00
9781433406171	TX Connect to Literacy ELD - District Admin	District Admin licenses	$50.00	3	$150.00
PD9000	Enhanced Set-up, Course Creation, Rostering, Single-Sign-on, & technical support - (1-5)	Rostering teachers/students at each campus	$250.00	1	$250.00
9781433402722	TX Connect to Literacy ELD - 5,000-9,999		$28.95	1,480	$42,846.00
PD1419	Professional Development - C2L TELPAS School-based Follow-up - 5 Pack Online		$2,025.00	1	$2,025.00
PD1320	Professional Development - C2L TELPAS Custom PD - 3 Hours/Single Session - Online		$995.00	1	$995.00
PD1347	Professional Development - C2L TELPAS Leadership PD - Online		$450.00	1	$450.00

Total Price $48,891.00

Professional Development

Up to 30 participants for online and 50 participants for on-site PD sessions.

Online PD - a minimum of 5 days in advance of PD date is required if you wish to reschedule, otherwise the full PD fee will be charged.

On-site PD - a minimum of 14 days in advance of PD date is required if you wish to reschedule, otherwise the full PD fee will be charged.

PD dates must be scheduled & delivered prior to the Subscription End Date. There will be no refunds for unused PD sessions.

TERMS and CONDITIONS

How to Order
- Via email at orders@summitk12.com

Summit K12 Holdings, Inc: Federal Tax ID # 47-2584101.

Prices
- Prices applicable only within the US, its possessions, & its outlying areas.
- All prices are in US funds.
- Payment must be in US funds only.

Terms
- Net 30 days, subject to credit approval

Privacy Policy
https://www.summitk12.com/privacy-policy

Guarantee Information
https://www.summitk12.com/guarantee-information



CONNECT TO LITERACY™

ENGLISH LANGUAGE DEVELOPMENT SOLUTIONS FOR TEXAS

- Empower all EBs to grow at least one proficiency level per year
- Accelerate reclassification of EB students including long-term ELs
- Support every newcomer student with 30+ home languages
- Achieve long-term TELPAS proficiency growth targets in Domain III

*For full details visit **summitk12.com/guarantee-information***



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ABOUT US

SUMMIT K12

Summit K12 was founded on the belief that every student can succeed in school if we tailor instruction to their unique learning needs and encourage them to reach their summit.

Our online curriculum solutions empower teachers to differentiate instruction, monitor progress, and support every learner's journey toward success.

PROVEN PARTNER FOR TEXAS ELD

Not only do we guarantee results, we have the numbers to prove it. 96% of district partners choose to renew with Summit K12 after experiencing how we can support their language proficiency growth targets, reclassification goals, newcomer students, and in helping their principals achieve the long-term TELPAS growth targets to earn 4% points toward their accountability scorecards.

To view the latest data and case studies, visit **summitk12.com/results** or scan the QR code.

1,000+ **DISTRICTS**

5,000+ **K-12 SCHOOLS**

100,000+ **BILINGUAL/ESL TEACHERS**

1,000,000+ **EMERGENT BILINGUAL STUDENTS**

*For full details visit **summitk12.com/guarantee-information***

CONNECT TO LITERACY

Connect to Literacy (C2L) is a cutting-edge solution designed to enhance English language proficiency by leveraging the strengths of an online curriculum. Tailored specifically to meet the ELPS and aligned with grade-level TEKS, C2L provides students with targeted lessons, practice and formative assessments modeled after the 30 TELPAS item types, ensuring students receive research and evidence-based English Language Development year-round.

A supportive online environment designed to fast-track English language learning, aid in quicker reclassification and vocabulary growth, and accelerate speaking, listening, reading, and writing development.

Summit K12 guarantees that all EB students will gain at least one proficiency level per year!*

TEACHERS

- Explicit and systematic instruction
- Differentiated and scaffolded instruction for small groups and individuals
- Comprehensive progress-monitoring and reports
- AI auto-scoring for Speaking and Writing item types
- Scope and sequence to guide instruction throughout the year

ADMINS

- Comprehensive progress-monitoring and reports
- Practice items and assessments modeled after the TELPAS
- Support for long-term TELPAS growth targets
- EBs are guaranteed to gain at least one proficiency level per year*
- Valid and reliable predictor of student outcomes on TELPAS



STUDENTS

- Video lesson models, guided practice, and assessments for individual practice
- Content differentiated to grade level bands and each students' ELD needs
- Personalized Learning Plans

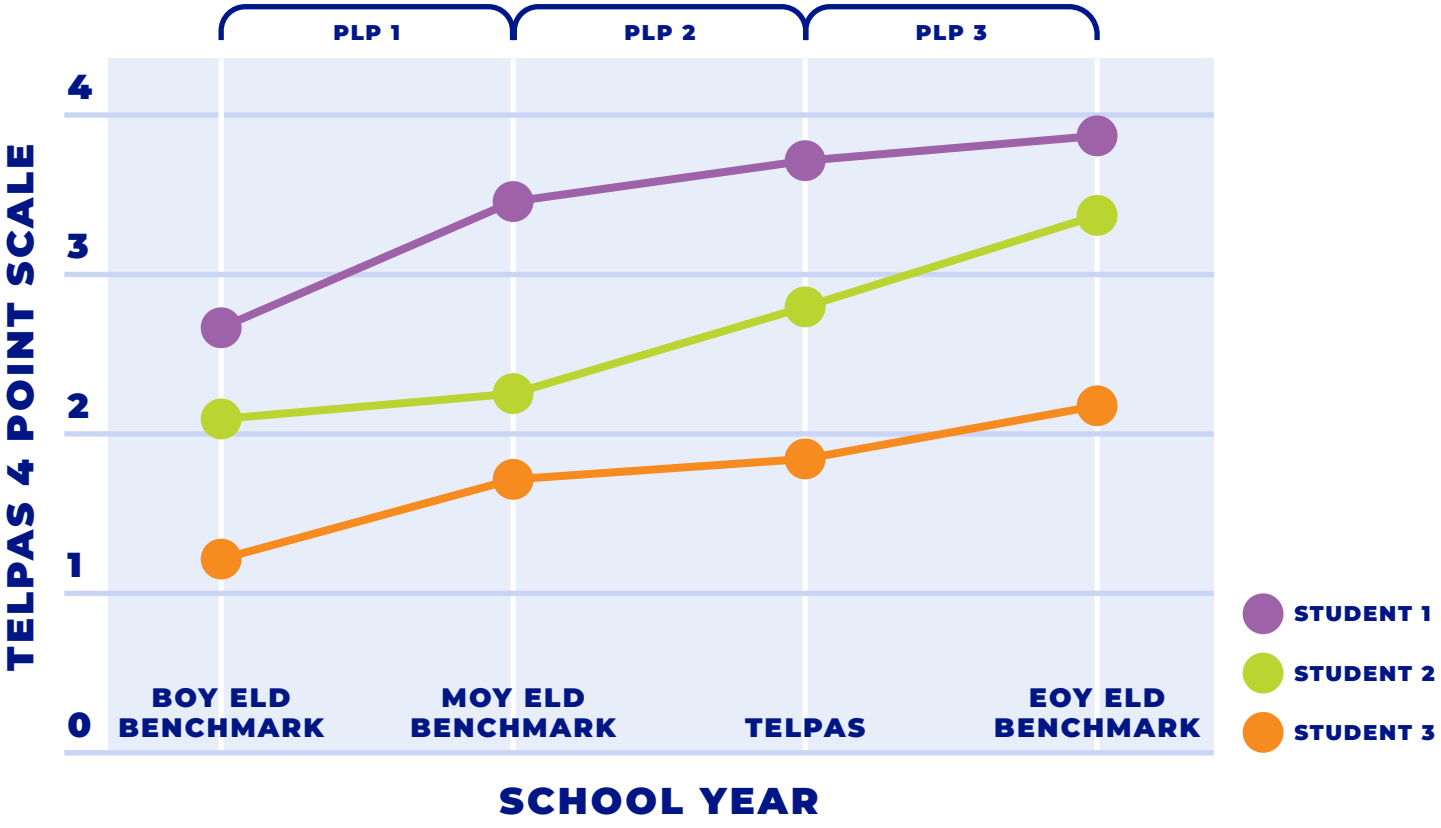
FAMILIES

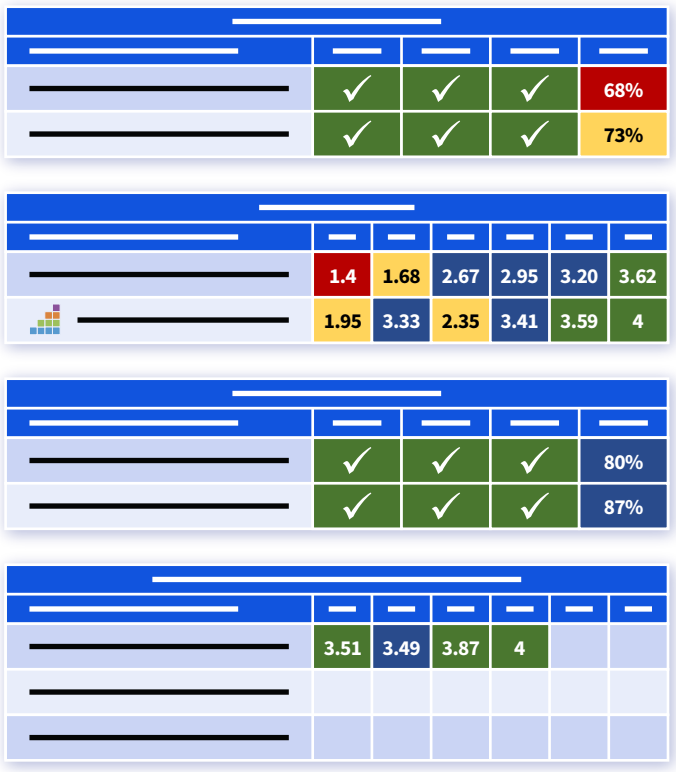
- Student progress reports and parent letters in 30+ languages to explain the C2L program
- Family access logins for family members to learn English at their own pace
- Family engagement workshops (Sp/En)

*For full details visit **summitk12.com/guarantee-information***

3 PROGRESS MONITORING ELD BENCHMARKS

Success with C2L is centered around the 3 ELD Progress Monitoring Benchmarks students take throughout the year which generate 3 corresponding Personalized Learning Plans (PLPs) and class grouping reports.





PERSONALIZED LEARNING PLANS

The PLPs are divided into four domains: listening, speaking, reading, and writing. Each PLP is designed to focus on the specific concepts and skills that each student needs the most. Students can progress through their PLP assignments at their own pace.

Each PLP contains:

- Video lesson models, guided practice, assessments and model exemplars
- Scaffolded and linguistically accommodated instruction
- AI auto-scoring for Speaking and Writing item types
- Comprehensive progress-monitoring and reports for teachers

YEAR-ROUND ELD AND TELPAS READINESS

C2L is designed to ensure the best TELPAS outcomes for students. One of the many ways C2L prepares students is by modeling our assessments after the 30 unique TELPAS question types.

The C2L team studies the tests released by the TEA to determine the question types that appear most frequently by domain and grade level so students are familiar with the questions most likely to appear on the next TELPAS.



LISTENING QUESTION TYPES

- Listen to a description to identify an object
- Match images with recorded stimulus
- Sequence images based on a recorded stimulus
- Identify the meaning of a word or phrase in a recorded stimulus
- Understand main ideas and important details in a recorded stimulus
- Analyze and draw conclusions from a recorded stimulus



READING QUESTION TYPES

- Cloze style questions of varying lengths
- Multiple choice questions that are attached to one or two paragraphs
- Multiple choice questions attached to longer passages and selections
- Technology Enhanced Items (TEI) using hot spot and drag and drop functions



SPEAKING QUESTION TYPES

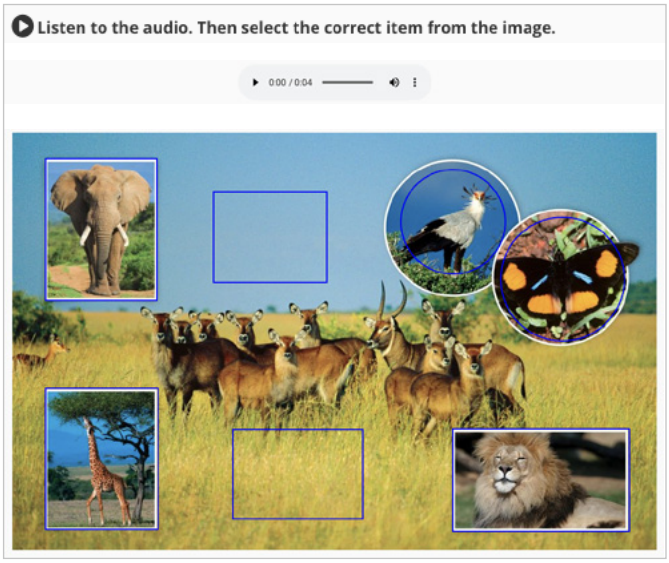
- Explain or summarize a recorded stimulus
- Tell a story based on picture cues
- Talk about a future event
- Compare and contrast images
- Give directions
- Describe a picture
- Respond to open-ended questions
- Analyze or express opinions about a recorded stimulus
- Explain a process
- Formulate and ask a question
- Explain a response or reaction to a situation



WRITING QUESTION TYPES

- Multiple choice
- Text entry
- Constructed response
  - Tell a story
  - Finish a story
  - Expository story
  - Academic input

LISTENING EXAMPLE



SPEAKING EXAMPLE



READING EXAMPLE

Good Nutrition

1 What are you going to have for lunch? The foods and beverages that you consume have a profound impact on your health. Therefore, choosing what to have for lunch is an important decision. Choosing wisely can help you achieve and maintain good health. It can also reduce your chances of developing chronic diseases like heart disease and diabetes.

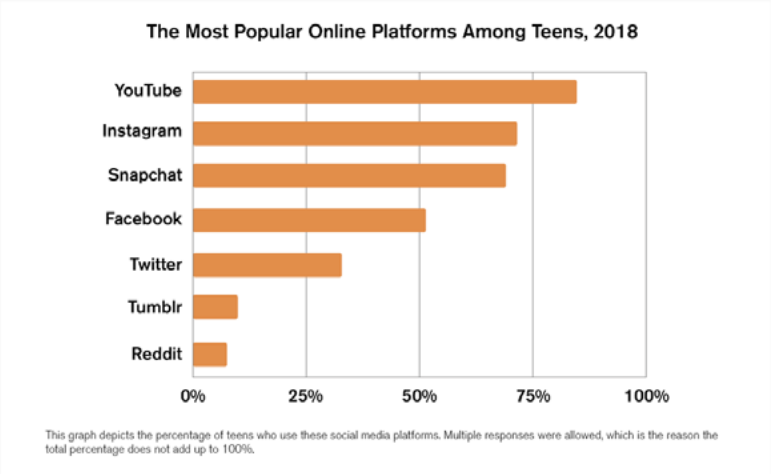
2 Food contains nutrients that give your body energy and other things it needs. The four most important nutrients are water, carbohydrates, proteins, and fat.

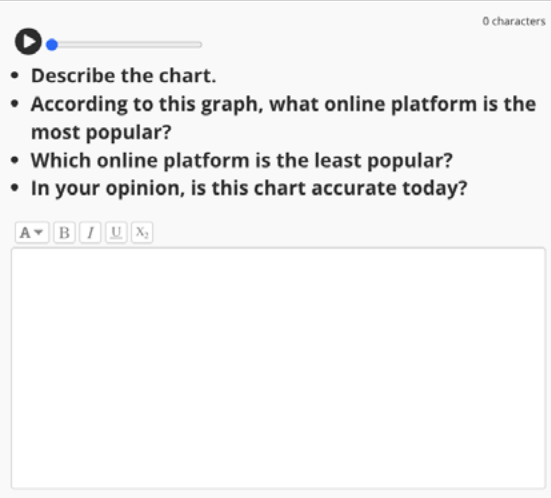


Click on the highlighted phrase or word in paragraph 3 that best helps the reader understand the meaning of *replenish*.

Your body contains over sixty percent water. Water works in your body in many important ways. It moistens tissues in your eyes, nose, and mouth. It lubricates your joints. It carries nutrients and oxygen in and out of your cells. Your body loses water through everyday activities, so it's important to replenish that water. The easiest way to do this is by actually drinking water. You can also eat foods that are higher in water, such as cucumbers, watermelon, and apples. Some people use chunks of these fruits and vegetables to enhance the flavor of plain water.

WRITING EXAMPLE





LANGUAGE FOUNDATIONAL SKILLS CREATED THROUGH A MULTILINGUAL LENS

Based on the Science of Reading for Multilingual Learners, C2L employs an asset-based instructional design, offering EBs ample chances to listen, read, speak, and write at their current language development levels while gradually increasing the linguistic complexity of the academic language they read and hear, and are expected to speak and write.

Using a functional approach to language development, C2L focuses on the purposeful use of language. A comprehensive instructional approach connects the language and code-based skills necessary to build upon EBs broad language-based skills and related knowledge.

FROM NEWCOMER LEVEL

LANGUAGE BUILDING BLOCKS

Phonemic Awareness	Decoding/ Encoding	Syntax	Morphological Awareness
Phonemic Awareness **Set 1** →	*Decoding/Encoding* **Set 1** →	*Syntax* **Set 1**	Language Building Blocks have a specific sequence of Phonemic Awareness, Encoding/Decoding, and Syntax sets that lead to a Morphological Awareness lesson that utilizes what students have learned.
Phonemic Awareness **Set 2** →	*Decoding/Encoding* **Set 2** →	*Syntax* **Set 2**	
Phonemic Awareness **Set 3** →	*Decoding/Encoding* **Set 3** →	*Syntax* **Set 3** →	*Morphological Awareness* **Lesson 1**

TRANSFER SKILLS

Distinct Sounds of English	High Frequency Words EN/SP	Cognates	Connecting Words

VOCABULARY

Synonyms	Antonyms	Homophones	Homographs

ADVANCED VOCABULARY

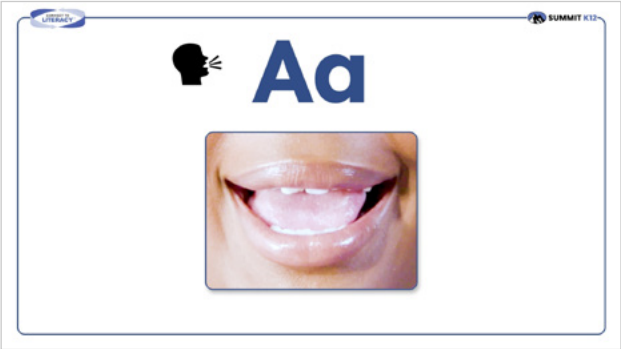
Instructional Words	Academic Vocabulary	Abstract Nouns	Figurative Language

TO SUPERPOWER LEVEL

LANGUAGE BUILDING BLOCKS

Consisting of Phonemic Awareness, Encoding/Decoding, Syntax, and Morphological Awareness, Language Building Blocks address newcomer needs using a linguistic phonics approach.

Video example from Phonemic Awareness: Short Aa



First, students are introduced to the phoneme and shown the articulatory gestures.



Next, students are instructed to practice making the sound and sense how making the sound feels.



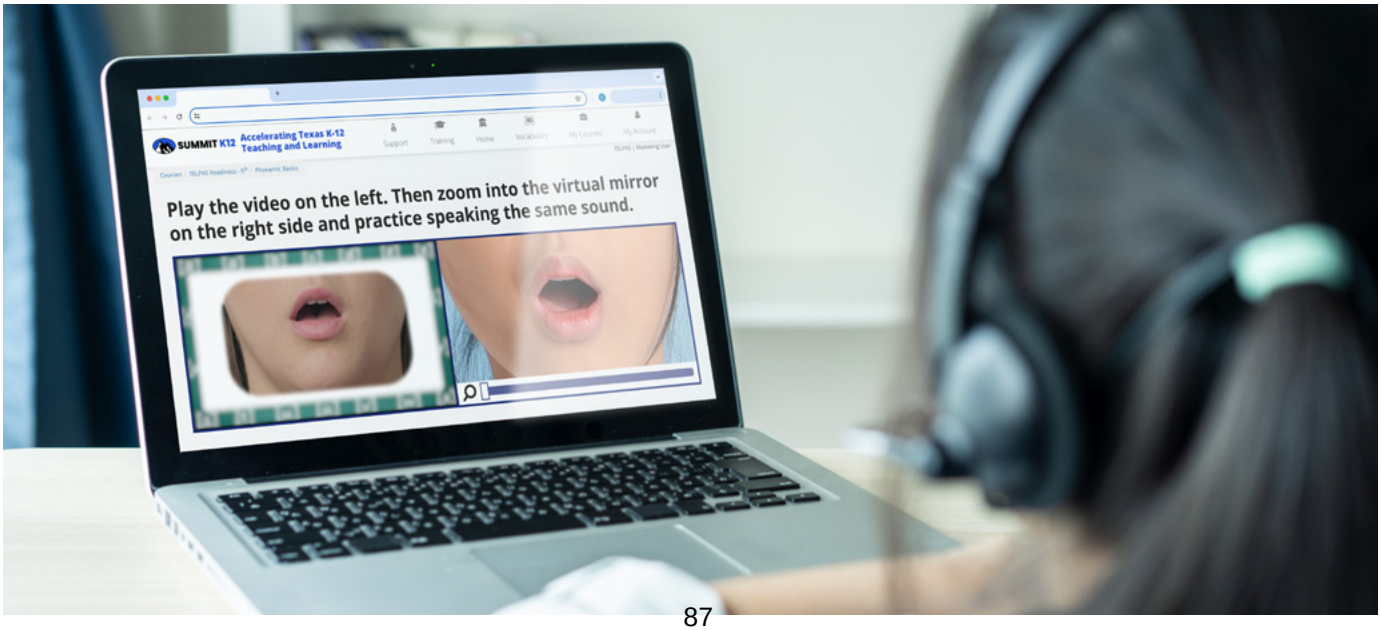
After being shown a visual of a practice word, students practice segmenting and blending.



Next, the practice word is given additional context through an image and a full sentence.

VIRTUAL MIRROR

Using the Virtual Mirror, students can practice articulatory gestures by first watching an example video and then using their webcam to zoom in on their mouth and repeat the gesture.



AI AUTO-SCORING FOR SPEAKING

TELPAS has adopted a hybrid scoring models for all speaking responses. C2L has developed its own AI auto-scoring system using the same rubrics.

- Years of intensive research and development and the analysis of thousands of actual teacher-rated emergent bilingual recordings
- Dynamically evaluates 112 Linguistic speaking dimensions
- Rates student recordings by using artificial intelligence (AI)
- Provides system generated, targeted Virtual Teacher Coaching tips to guide students
- Streamlines scoring of speaking item types

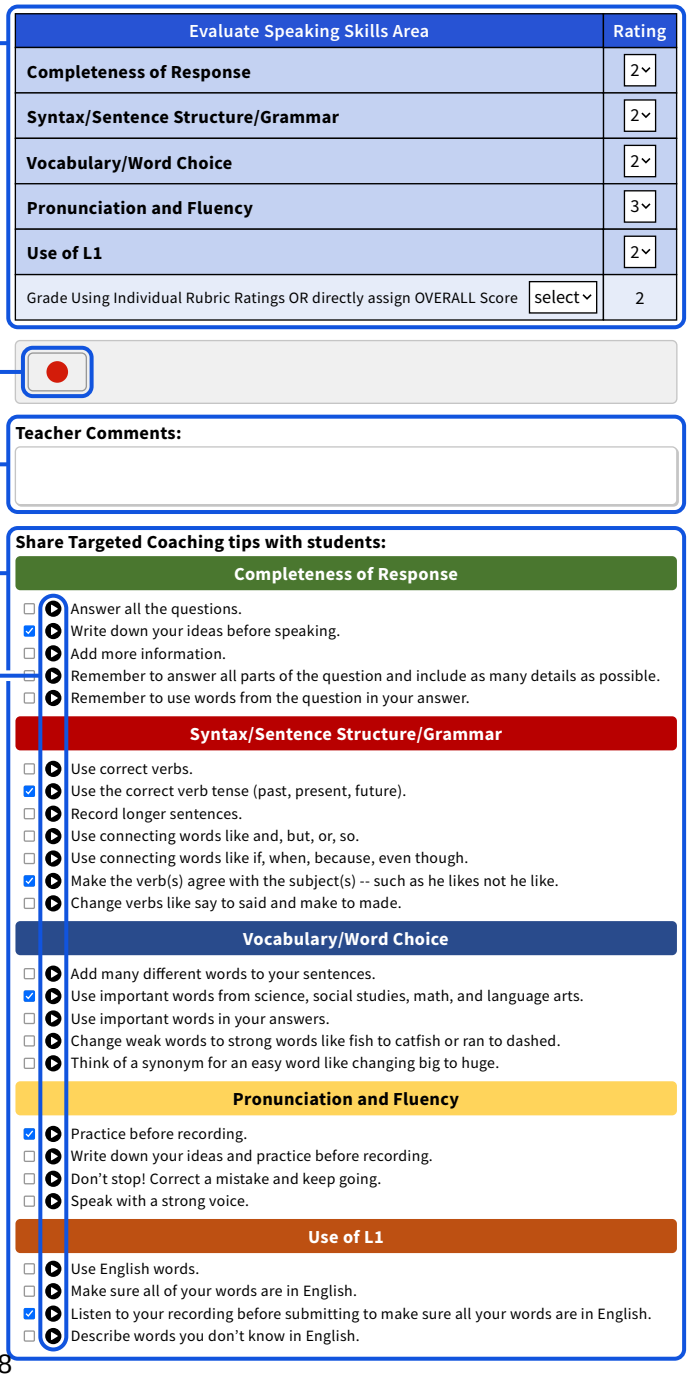
Teachers can edit AI scores

Record feedback as audio

Leave typed comments

Choose from pre-generated Targeted Coaching Tips

Targeted Coaching Tips come with audio recordings



PRONUNCIATION PERFECTOR™ AI



Students practice speaking words into the microphone...



...then the algorithm analyzes their pronunciation.

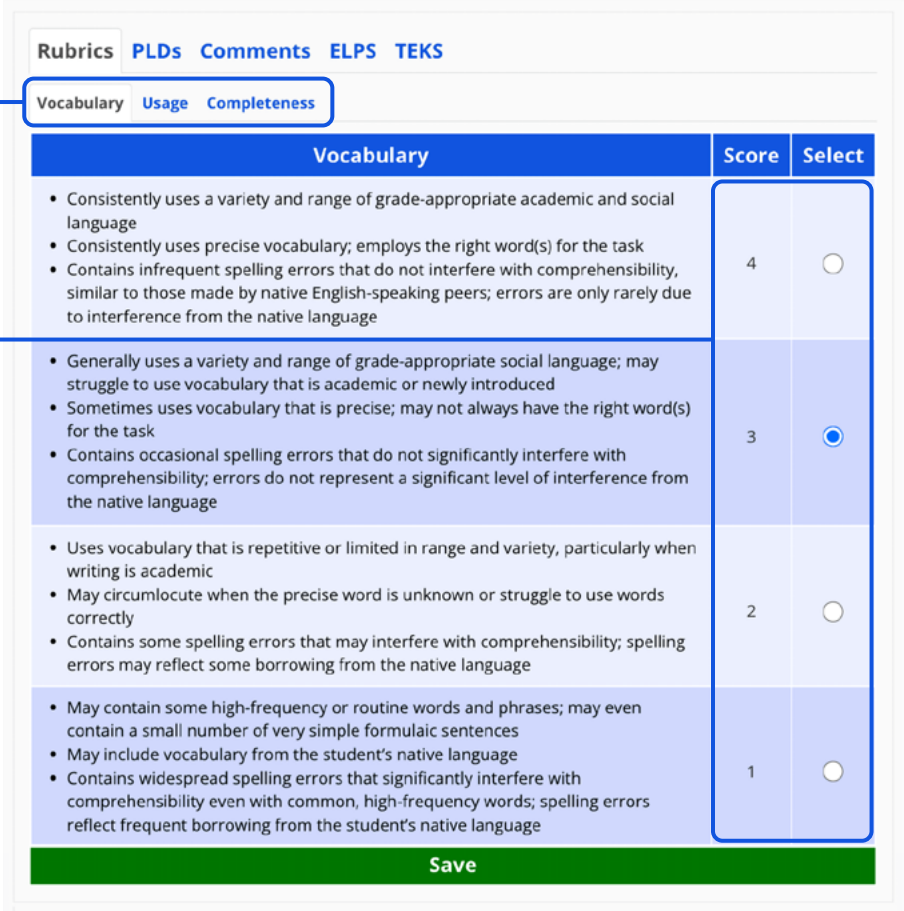
AI AUTO-SCORING FOR WRITING

TELPAS has adopted a hybrid scoring models for the TELPAS writing constructed responses and sentence rewrites in grades 2-12. C2L has developed its own AI auto-scoring system using the same rubrics.

- Years of intensive research and development and the analysis of thousands of actual teacher-rated emergent bilingual short- and extended-constructed writing responses
- Rates student responses by using artificial intelligence (AI)
- Streamlines scoring of writing item types

4-pt rubric for grades 2-3
12-pt rubric for grades 4-12

Teachers can edit AI scores



Exemplar responses for all questions

Exemplar Response

The graph shows me the places that Mr. Moriarti's students think are best to have a birthday party. His students said the park, home, pool, restaurant, and movie theater.

Mr. Moriarti probably created this graph by asking the students to give the location of the best birthday parties they had ever been to. He then counted their votes and put the information in the bar graph.

I can conclude that Mr. Moriarti's students think the pool is the best place for a birthday party, with fifteen votes. The park was the second favorite location with eleven votes, and the restaurant was the least favorite with only four votes.

My best birthday party was at my apartment complex pool. My birthday is in August when it is really hot, which made my birthday pool party the best place to be! It was so much fun to splash around with my family and friends. When we were finished playing in the pool, we went to the clubhouse, cut the cake, and opened presents.

REAL-TIME, DATA-RICH REPORTS

Alongside the PLPs, C2L provides 40+ reports useful to both teachers and administrators. Whether you need a high-level view of an entire district or detail on a single student, C2L has you covered.

REPORTS FOR TEACHERS

Reports provide teachers with real-time insights into students' ongoing language growth. At-a-glance, see which proficiency level students are at, then drill down to learn in which areas students need additional practice and support.

LISTENING-SPEAKING BENCHMARKS AND PLPS REPORT

This report will show all Listening-Speaking benchmark scores longitudinally so teachers are able to track progress in one view.

Student Name	Pre-Test (Creates PLP #1)					Interim (Creates PLP #2)				
	Listening-Speaking Pre-test			PLP #1		Listening-Speaking Interim			PLP #2	
	Date Completed	L	S	L-Progress %	S-Progress %	Test Complete	L	S	L-Progress %	S-Progress %
Gonzalez, Estefania	08/22/2023	3.22	3.34	100%	100%	10/03/2023	3.37	3.66	50%	45%
Patel, Raji	08/22/2023	3.55	3.03	100%	100%	10/03/2023	3.87	3.51	75%	90%
Robicheaux, Devon	08/22/2023	1.41	1.37	35%	65%	10/06/2023	2.13	1.64		
Rodriguez, Juan	08/22/2023	3.43	3.67	100%	100%	10/03/2023	3.22	3.71	30%	20%
Shah, Priyanka	N/A					N/A				
Zeretsky, Anna	08/22/2023	2.17	1.98	20%	10%	N/A				

READING-WRITING BENCHMARKS AND PLPS REPORT

This report will show all Reading-Writing benchmark scores longitudinally so teachers are able to track progress in one view.

Student Name	Pre-Test (Creates PLP #1)					Interim (Creates PLP #2)				
	Reading-Writing Pre-test			PLP #1		Reading-Writing Interim			PLP #2	
	Date Completed	W	R	W-Progress %	R-Progress %	Test Complete	W	R	W-Progress %	R-Progress %
Gonzalez, Estefania	08/22/2023	3.22	3.34	100%	100%	10/03/2023	3.37	3.66	20%	25%
Patel, Raji	08/22/2023	3.55	3.03	100%	100%	10/03/2023	3.87	3.51	35%	5%
Robicheaux, Devon	08/22/2023	1.41	1.37	100%	100%	10/06/2023	2.13	1.64	20%	30%
Rodriguez, Juan	08/22/2023	3.43	3.67	90%	75%	10/03/2023	3.22	3.71		
Shah, Priyanka	N/A					N/A				
Zeretsky, Anna	08/22/2023	2.17	1.98	20%	10%	N/A				

PLD GROUPING REPORTS

See how your class falls into each Proficiency Level from one report. Additional reports show PLD grouping by Listening-Speaking, Reading-Writing, or by each domain separately.

Beginning (<1.5)		Intermediate (1.5-2.49)		Advanced (2.5-3.49)		Advanced High (3.5+)	
1 Students (17%)		2 Students (33%)		2 Students (33%)		1 Students (17%)	
Student	Score	Student	Score	Student	Score	Student	Score
Zeretsky, Anna	1.33	Patel, Raji	1.92	Gonzalez, Estefania	3.49	Shah, Priyanka	3.62
		Robicheaux, Devon	1.90	Rodriguez, Juan	2.86		

TELPAS AND ELD BENCHMARKS REPORT

Compare prior year TELPAS scores to current progress monitoring assessments.

Student Name	Listening				Speaking				Reading				Writing			
	TELPAS	Summit K12			TELPAS	Summit K12			TELPAS	Summit K12			TELPAS	Summit K12		
		BOY	MOY	EOY		BOY	MOY	EOY		BOY	MOY	EOY		BOY	MOY	EOY
Gonzalez, Estefania	4	3.55	3.87		3	3.03	3.51		4	3.48	3.54		3	2.49	3.02	
Patel, Raji	1	1.41	2.13		1	1.37	1.64		2	2.01	2.33		1	1.29	1.51	
Robicheaux, Devon	2	2.17			2	1.98			2	2.42			1	1.12		
Rodriguez, Juan	2	3.43	3.22		2	3.67	3.71		1	1.49	2.03		2	2.44	2.49	
Shah, Priyanka	3	3.22	3.37		3	3.34	3.66		4	3.65	3.67		3	3.21	3.76	
Zeretsky, Anna	2				1				1	1.32			1			

PROFICIENCY GROWTH GUARANTEE REPORT

Student Name	Listening-Speaking								Reading-Writing								Readiness Date
	Pre-test		PLP-1		Interim		PLP-2		Pre-test		PLP-1		Interim		PLP-2		
	L	S	L	S	L	S	L	S	R	W	R	W	R	W	R	W	
Gonzalez, Estefania	3.22	3.34	100%	100%	3.37	3.66	50%	45%	3.22	3.34	100%	100%	3.37	3.66	20%	25%	
Patel, Raji	3.55	3.03	100%	100%	3.87	3.51	100%	100%	3.55	3.03	100%	100%	3.87	3.51	100%	100%	1/18/24
Robicheaux, Devon	1.41	1.37	35%	65%	2.13	1.64	35%	65%	1.41	1.37	100%	100%	2.13	1.64	20%	30%	
Rodriguez, Juan	3.43	3.67	100%	100%	3.22	3.71	30%	20%	3.43	3.67	90%	75%	3.22	3.71	55%	40%	
Shah, Priyanka																	
Zeretsky, Anna	2.17	1.98	20%	10%					2.17	1.98	20%	10%					

NEWCOMER RESOURCES AND SUPPORTS

30+ L1 HOME LANGUAGE ELD SUPPORT

- Written and audio directions throughout the C2L course for Newcomers
- Student C2L course overviews
- Student ELD reports for parents
- Parent letters explaining the C2L course

First press the play button and listen to the audio. Then, when you are ready, press the record button and record yourself repeating the same statement.

English

Primero, presiona el botón de reproducción y escucha el audio. Luego, cuando estés listo(a), presiona el botón rojo para grabar y grábate repitiendo la misma oración.

Spanish

Đầu tiên, nhấn vào mũi tên để lắng nghe đoạn âm thanh. Sau đó, khi bạn sẵn sàng, hãy nhấn nút ghi âm màu đỏ và hoàn tất ghi âm bằng cách lặp lại đoạn âm thanh trên

Vietnamese

首先，请按播放键聆听录音。然后，当您准备好，请按红色录音按钮录下刚刚听到的内容。

Chinese (Simplified)

먼저 재생 버튼을 누르고 오디오를 들어보세요. 그 후, 준비가 되면 빨간색 녹음 버튼을 누르고 오디오와 동일한 말을 반복하세요.

Korean

सबसे पहले प्ले बटन दबाएं और ऑडियो सुनें। फिर, जब आप तैयार हों, तो लाल रिकॉर्ड बटन दबाएं और उसी वाक्य को दोहराते हुए स्वयं को रिकॉर्ड करें।

Hindi

Спочатку натисни кнопку відтворення та прослухай аудіо. Потім, коли будеш готовий/готова, натисни червону кнопку запису та запиши себе, повторюючи те саме ствердження.



Ukrainian

- Amharic
- Arabic
- Armenian
- Bengali
- Chinese *(Simplified)*
- Chinese *(Traditional)*
- Dari
- Filipino *(Tagalog)*
- French
- German
- Haitain Creole
- Hindi
- Hmong
- Ilocano
- Japanese
- Korean
- Myanmar *(Burmese)*
- Nepali
- Pashto
- Persian *(Farsi)*
- Polish
- Portuguese
- Quechua
- Russian
- Somali
- Spanish
- Swahili
- Ukrainian
- Urdu
- Vietnamese

STUDENT ELD PROGRESS REPORTS

C2L provides printable Student ELD Progress reports. These reports include a key, available in both English and 30+ home languages to help parents and guardians understand where their children are in their English language acquisition.

SUMMIT K12

English Language Development (ELD) Progress Report

CONNECT TO LITERACY

Student:	Priyanka Shah	**Student #:**	71920	**Date:**	1/18/24
Summit K12 Username:	priyanka.shah@schooldistrict.net	**School:**	James Monroe Elementary		

English Language Development (ELD) Progress Monitoring Assessments

ELD Assessment	Test Date	Listening	Speaking	Reading	Writing	Composite	PLD
2024 TELPAS	—	2	2	1	2	1.75	Intermediate
BOY Pre-Test	9/8/24	2.43	2.67	1.49	2.44	2.26	Intermediate
MOY Interim Test	10/23/24	3.22	3.31	2.03	2.49	2.76	Advanced
EOY Summative Test	1/14/25	3.45	3.48	2.52	2.70	3.04	Advanced

English Language Development (ELD) Year to Date (YTD) Summary

Course Section	Last Login	Listening	Speaking	Reading	Writing	Composite	PLD
Weekly Practice Sets	1/18/25	3.1	2.8	2.2	2.4	2.6	Advanced

Summit K12 Connect to Literacy Usage Summary

# Login YTD	160	# Minutes YTD	1,986

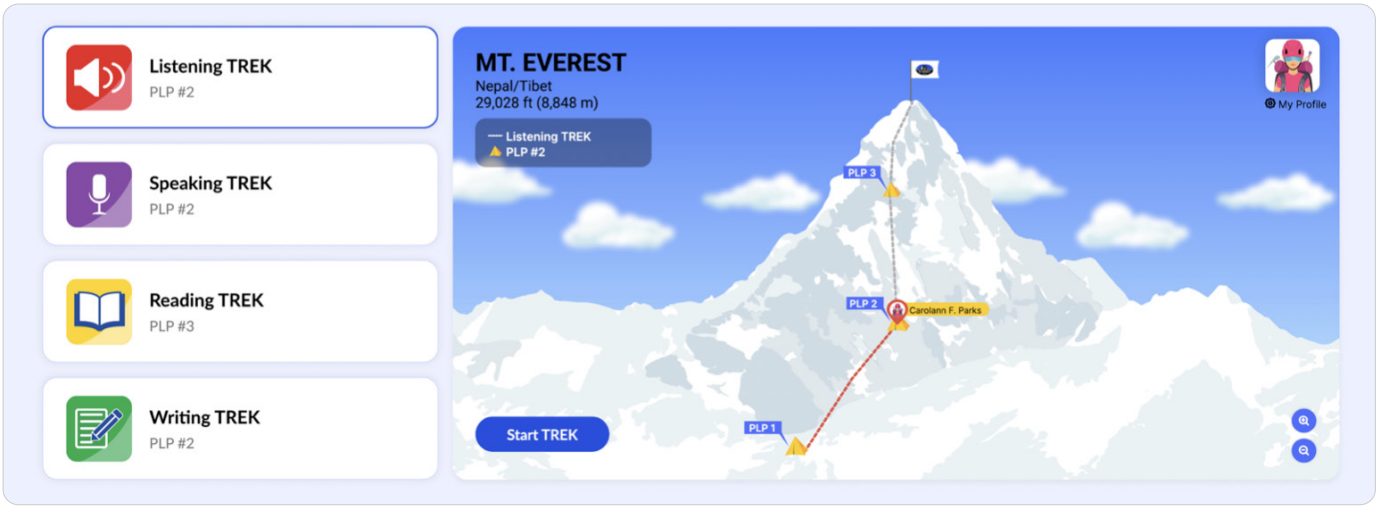
Course Component	# Activities	Course Component	# Activities
BASICS Present Tense	35	ELD Listening	22
BASICS Past-Future Tense	23	ELD Speaking	16
Differentiated Practice Listening	19	ELD Reading	28
Differentiated Practice Speaking	15	ELD Writing	12
STAAR® Editing/Grammar Skills	17	Language Foundational Skills	46

Parent/Guardian Acknowledgment	Parent/Guardian Name	Date
Teacher Acknowledgment	Teacher Name	Date

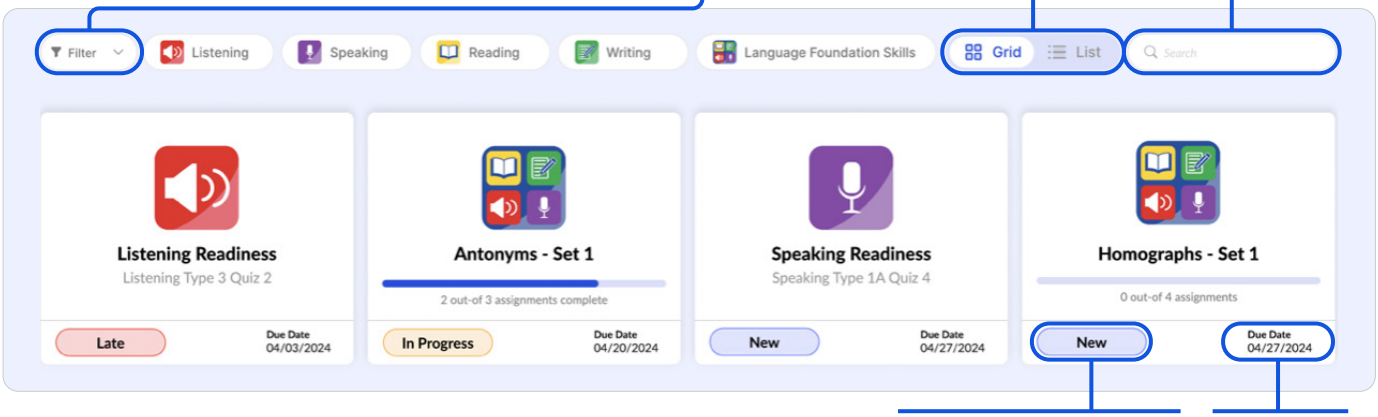
STUDENT DASHBOARDS

- Intuitive interface for all grade levels
- Multiple avenues to monitor progress throughout the year

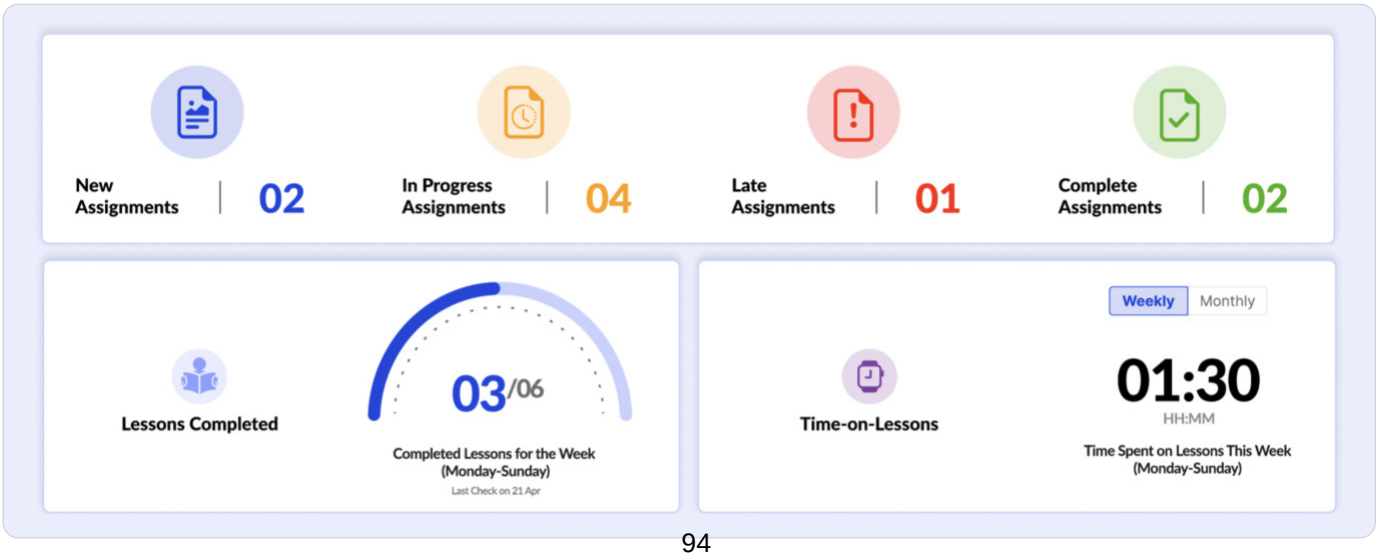
MY PLP TAB



MY ASSIGNMENTS TAB

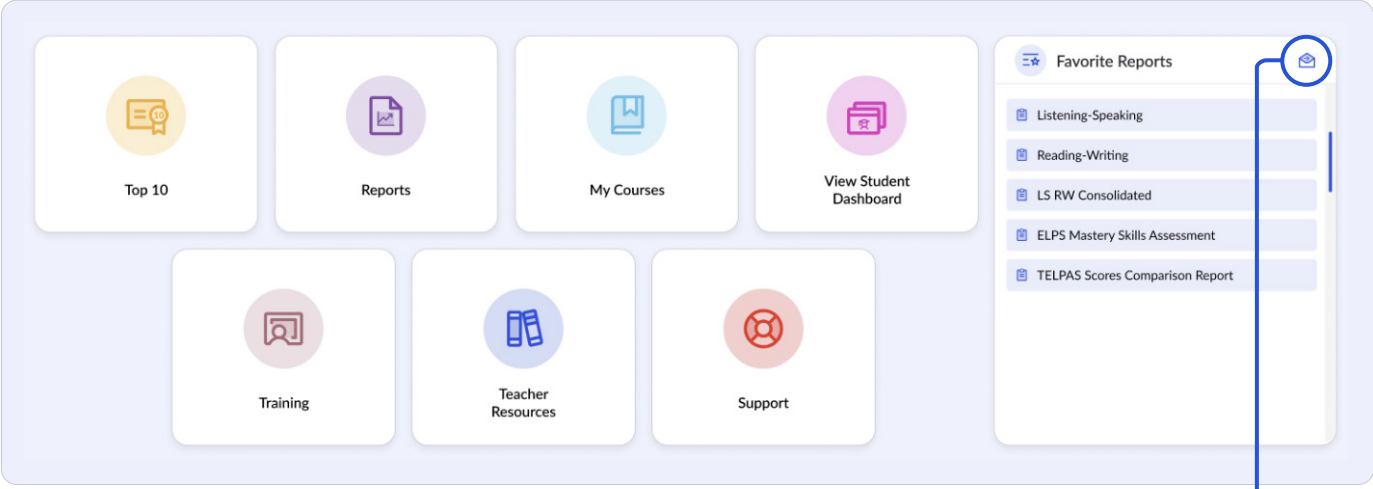


MY PROGRESS TAB

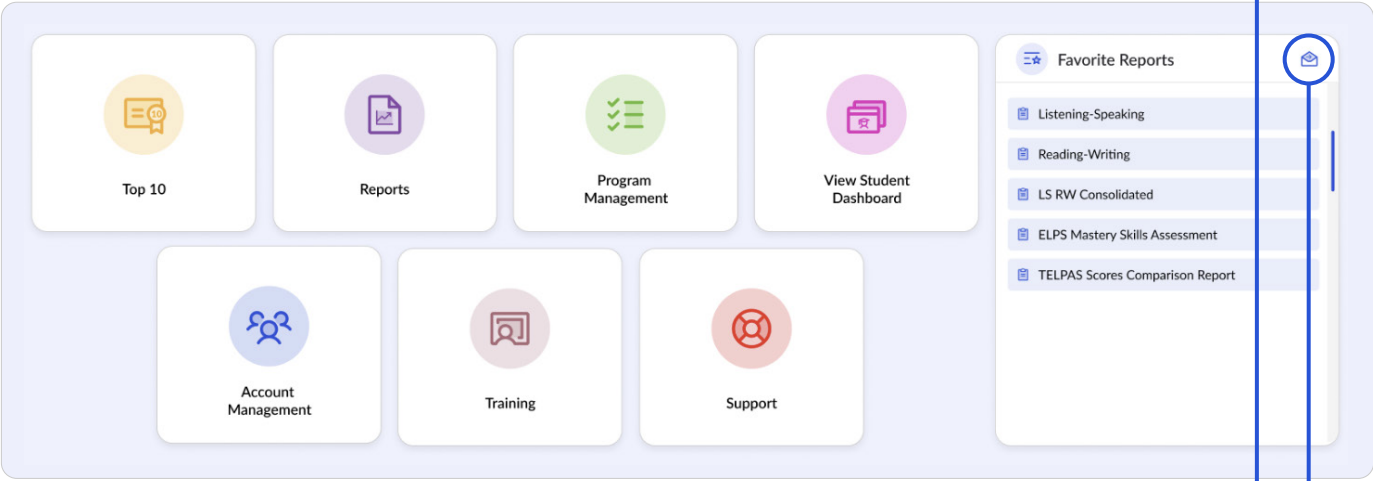


TEACHER AND ADMIN DASHBOARDS

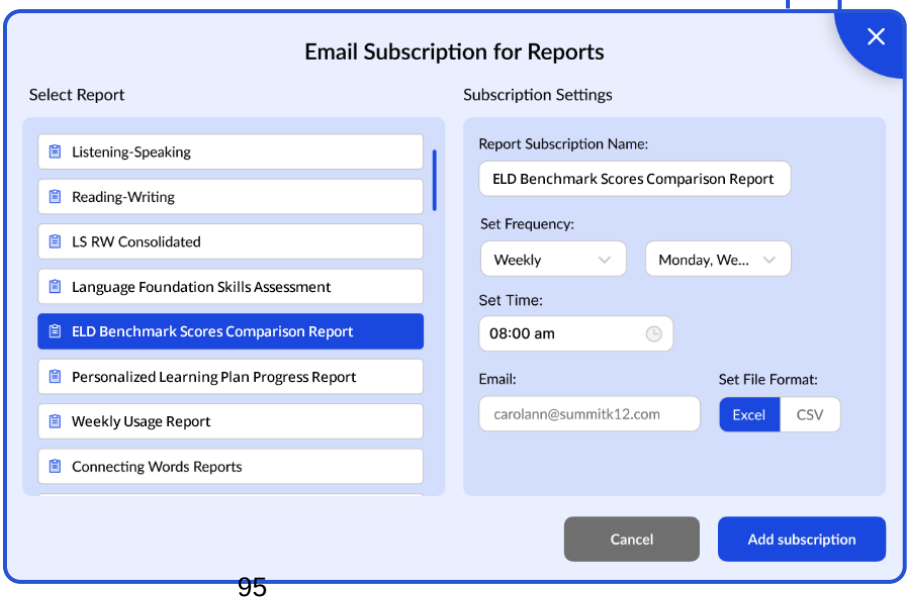
TEACHER DASHBOARD



ADMIN DASHBOARD



- Central hub for teachers and admins
- Quickly access commonly used resources
- Add reports to your favorites and set up email subscriptions



PROFESSIONAL LEARNING FOR EDUCATORS, LEADERS, AND FAMILIES OF MULTILINGUAL LEARNERS

Our professional learning offerings are designed with a deep understanding of the diverse needs and challenges districts face during any curricular implementation. We offer different packages and sessions including:

- Initial training for teachers and school leaders on how to utilize Connect to Literacy (C2L) to support student learning
- Coaching and feedback for teachers focused on effective use of C2L
- Coaching and feedback for leaders on the enabling conditions and resources needed for a successful implementation of C2L

GUIDING PRINCIPLES FOR OUR PROFESSIONAL LEARNING

FLEXIBLE

Our team offers professional development in a variety of formats for a variety of audiences.

The options include synchronous training *(either onsite or online)* along with built-in asynchronous supports.

CONTEXTUALIZED

Our team delivers a tailored approach that aligns seamlessly with your district's unique context, ensuring that our support addresses your specific professional learning goals and priorities.

ACTIONABLE

Your success is our success.

Our team encourages action and nurtures a collaborative partnership that builds capacity and fosters sustained growth and success.

CUSTOMIZABLE PACKAGES

	GOLD PACKAGE	SILVER PACKAGE	BRONZE PACKAGE
Available online or onsite	✓	✓	✓
Teacher training	✓	✓	✓
Monthly office hours	✓	✓	✓
Asynchronous courses	✓	✓	✓
Leadership planning	✓	✓	✓
Leadership check-ins	✓	✓	
Leadership professional learning	✓		
Training the trainer	✓		

CUSTOMER SUPPORT

The Summit K12 customer support team provides all onboarding and continued support to teachers and administrators throughout the full school year. We proudly hire former K-12 classroom teachers who know first-hand what it's like to implement software solutions in the classroom.

With over 40 collective years in the classroom, our team has the experience to help teachers and administrators through phone and email support.



CUSTOMER TESTIMONIALS

> *The support team at SK12 is amazing! They answer questions quickly and are very professional. It is always a pleasure to work with them.*

> *Quick and efficient. Even sent a video to help me go through the steps to access the reports I needed. Very helpful and kind.*

ABOUT SUMMIT K12'S LEARNING MANAGEMENT SYSTEM

SINGLE SIGN-ON (SSO)

Single sign-on for Summit K12 platforms plus SSO support for all major LMS and SIS platforms with SAML or oAuth.

- ClassLink
- Clever
- Rapid Identity

LMS INTEGRATION

Support for most major LMS and SIS platforms including:

- Google Classroom
- Canvas
- Schoology

CLASS ROSTERING AND SECURE NIGHTLY SYNCH

- OneRoster™ Rostering Protocol
- Clever
- Classlink
- Encrypted CSV

OPERATING SYSTEMS AND COMPATABILITY

Accessible on all major devices:
PCs, Chromebooks, Macs, and iPads.

HTML 5 compatible and WCAG 2.0 compliant.

SECURITY AND PRIVACY

End–to–end encryption for all district connections.



SUMMIT K12'S PARTNERSHIP PHILOSOPHY

YEAR-ROUND SUPPORT FOR SUCCESS

Summit K12 is dedicated to making sure you and your students find success long-term. To this end, we provide a number of resources available year-round so you can make the most of what C2L has to offer including:

- Teacher and family engagement Workshops *(available in English and Spanish)*
- Parent letters in 30+ languages to explain C2L
- Family access logins for family members to learn English at their own pace
- Customized, year-round professional development
- Dedicated customer support team
- Online help center
- Money back guarantee that all EB students will gain at least one proficiency level per year!*

For full details visit **summitk12.com/guarantee-information*

SUMMITK12.COM **844.331.4737** **SUPPORT@SUMMITK12.COM**

San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Elizabeth Perez, Chief Financial Officer
Subject: Resolution stating review of investment policy, investment strategies and designation of investment officer
Date: August 13, 2025

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.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ 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, Elizabeth Perez, 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 13th day of August, 2025.

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 fluctuations by income received from the balance of the portfolio. No indi-

vidual 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 and representatives with distributors of investment pools 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). Distributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).

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
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MEMORANDUM

To: Members of the Board of Trustees
From: Elizabeth Perez, Chief Financial Officer
Subject: Resolution for selection and approval of authorized investments and financial institutions
Date: August 13, 2025

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.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ 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:

- Elizabeth Perez, Chief Financial Officer

APPROVED THIS 13th day of August 2025

BY:_____
Eduardo Chavez
Board President

ATTEST:_____
Sandra Licon
Board Secretary

San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Elizabeth Perez, Chief Financial Officer
Subject: Resolution approving independent sources for investment training
Date: August 13, 2025

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.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ 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:

- Elizabeth Perez, Chief Financial Officer

APPROVED THIS 13th day of August 2025

BY:_____
Eduardo Chavez
Board President

ATTEST:_____
Sandra Licon
Board Secretary

San Elizario ISD
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San Elizario, TX 79849
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MEMORANDUM

To: Members of the Board of Trustees
From: Elizabeth Perez, Chief Financial Officer
Subject: Resolution authorizing the purchase of certificates of deposit
Date: August 13, 2025

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.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ 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 13th day of August 2025

BY:_____
Eduardo Chavez
Board President

ATTEST:_____
Sandra Licon
Board Secretary

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P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
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MEMORANDUM

To: Members of the Board of Trustees
From: Blanca I. Cruz, Associate Superintendent
Subject: FNCE Local Policy
Date: August 13, 2025

HISTORY:
As a result of the 89th Legislative Session, several bills have passed and require action prior to September 1, 2025. HB 1481 (TEC 37.082) related to the use of communication devices is one of these bills. Boards must adopt a policy with revised provisions regarding the use of personal communication/electronic devices effective September 1, 2025.

RATIONALE:
The proposed policy is attached for your review. Please note that the consequences for non-compliance are outlined in the student code of conduct as follows:

- 1st Offense: Device Confiscated until the End of the Day/Student Pick up Required
- 2nd Offense: Device Held for Parent/Guardian Pick up Required
- 3rd Offense: Final Conduct Review Notice – Parent Pick up Required
- 4th + Offense: Conference + Device Ban + In-School Suspension (ISS) – Parent Pick Up Required

BUDGET: This item has no budget impact.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve Policy FNCE Local as presented.

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

PROPOSED REVISIONS

Note: For searches of personal ~~telecommunications~~communication devices or other personal electronic devices, see FNF.

Personal ~~Use~~ ~~Telecommunications~~ Communication Devices

A student shall not use a personal communication device on school property during the school day. While on school property, the student shall store any personal communication device in accordance with administrative regulations.

A student who violates this policy or any regulations shall be subject to discipline in accordance with the Board-adopted Student Code of Conduct.

An authorized District employee ~~may~~shall confiscate a student's personal ~~telecommunications~~communication device~~, including a mobile telephone,~~ that is used in violation of this policy or any applicable ~~campus rules~~regulations.

~~A confiscated personal telecommunications device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student's parents may retrieve the device after paying the fee.~~

If a personal ~~telecommunications~~communication device is not retrieved, the District shall dispose of the device after providing the notice required by law.

~~Other Electronic Devices~~

~~Guidelines regarding other personal electronic devices shall be addressed in the student handbook.~~

~~**Instructional Use**~~

~~A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]~~

Exceptions

A student shall be authorized to use a personal communication device on school property during the school day only under the following circumstances:

1. The student's use is necessary for implementation of the student's individualized education program, a 504 plan, or a similar program or plan;
2. The student's use is required due to a documented need based on a directive from a qualified physician; or

	3. The student's use is necessary to comply with a health or safety requirement imposed by law or as part of the District or campus safety protocols.
Implementation	The Superintendent shall develop regulations to implement this policy.
Compliance	Annually, the Superintendent shall report to the Board on the implementation and compliance of this policy.

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Phone 915.872.3900
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MEMORANDUM

To: Members of the Board of Trustees
From: Blanca I. Cruz, Associate Superintendent and Leticia De Santos, Administrator of Instructional Programs
Subject: SB 13 – EFB Local Policy
Date: August 13, 2025

HISTORY: The 89th Legislative Session met this year to introduce and consider several proposed bills. During the regular session, lawmakers enacted new legislation, modified or repealed existing laws, and approved the state's biennial budget.

RATIONALE: As a result of the 89th Legislative Session, several bills have passed and require action prior to September 1, 2025. SB 13 (TEC 33.026), for library materials is one of these bills. Boards must adopt a policy with revised provisions regarding the acquisition of library materials effective September 1, 2025.

BUDGET: This item has no budget impact.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve Policy EFB Local as presented.

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

PROPOSED POLICY

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

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

Collection Development Policy

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

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

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

Responsibility

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

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

Collection Development Goals

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

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

5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.

6. Represent diverse viewpoints and cultural groups of the state and their contributions to the state, the nation, and the world, to ensure the collection embodies the background of all students.

Recommendation and Procurement of Materials

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

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

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.

2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.

3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.

4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

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

1. Recommendations from students, parents or guardians, teachers, and District residents.

2. Consultation with District teachers and library staff.

3. Consultation with library staff from other districts.

4. Extensive review of the library material.

5. Context of the library material, including overall fit within the existing collection and support of District curriculum.

6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and

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

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

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

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

Donated and Proposed Procurement List

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

Access Plan

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

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

Each campus shall communicate the following to parents and guardians:

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

Parental Involvement

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

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

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

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

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

Access Procedures

School Library

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

Library Catalog

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

Protection from Inappropriate Material

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

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

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

Challenge of Library Material

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

Guiding Principles

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

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

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

Informal Challenge

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

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

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

Formal Challenge

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

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

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

Challenge Committee

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

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

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

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

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

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

Appeal

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

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

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

Frequency of Review

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

Removal of Library Materials

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

Maintenance of Library Materials

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

Gifts and Donations

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

Policy Review

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

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: Engineering Drone – Aircraft Owners and Pilots Association (AOPA) High School STEM Curriculum
Date: August 13, 2025

HISTORY: On May 27, 2025, the region was informed that NJROTC will now fall under the umbrella of Career and Technical Education (CTE). On May 30, 2025, arrangements were made via email to discuss this transition. A meeting was held on June 3, 2025, at 1:00 PM with Commander Young and Chief Munoz. During this meeting, we discussed their professional backgrounds, CTE endorsements, and potential Programs of Study. After review, it was determined that the most appropriate Program of Study, aligning with their experience and expertise, would be under the STEM Endorsement**,** Engineering Career Cluster**,** Regional Program of Study: Drone (Unmanned Vehicle)**.**

RATIONALE: With drone technology experiencing rapid expansion, there is a growing demand for skilled drone pilots and specialists. This program will provide students with foundational and advanced knowledge in drone aviation technology, fostering interest in STEM and engineering careers. Students will gain hands-on experience operating and designing unmanned aircraft using ground-based controllers. The curriculum provided through AOPA High School STEM Curriculum will align students with learn critical instruction on communication systems between the aircraft and controller, ensuring understanding and compliance with federal aviation safety regulations. The curriculum also aligns wit the preparation required to take the recommended industry certification from the Federal Aviation Administration (FAA) Part 107 Remote Drone Pilot Certification.

BUDGET: There is no budget impact for this item.

ADMINISTRATIVE RECOMMENDATION: It is recommended that the Board of Trustees approve the implementation of the AOPA High School STEM Curriculum for the Engineering Program of Study: Drone (Unmanned Vehicle). This program will offer students real-world applications that are current with industry demands.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

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AOPA Foundation, Inc. High School Aviation STEM Curriculum license/agreement form

For high schools planning to use the AOPA Foundation, Inc. High School Aviation STEM Curriculum (the "Curriculum") for the 2025-2026 school year.

The AOPA Foundation, Inc. requires that participating high schools agree to and sign the following license/agreement form. By signing, you agree to provide data to The AOPA Foundation, Inc. that helps demonstrate impact and growth from the Curriculum implementation. No personally identifying student information will be collected.

By signing this license/agreement form, San Elizario High School ("School") and AOPA Foundation, Inc. ("AFI") agree as follows:

OWNERSHIP/LICENSE

AFI agrees to provide School a copy of the Curriculum and authorizes School to use the Curriculum for the 2025-2026 school year subject to these terms and conditions.

All rights to the Curriculum are owned by AFI and are retained by AFI. No rights are transferred to School except the following License.

AFI licenses School's use of the Curriculum as necessary or appropriate to prepare for providing its students the course of instruction outlined in the Curriculum.

The School may make copies of the Curriculum or portions thereof as necessary to implement the Curriculum.

The School shall not without AFI's express prior written consent:

1) sell, publish, distribute, use for the benefit of, or in any way furnish the Curriculum to a third party;
2) create any derivative works of or from the Curriculum;
3) remove any identification, copyright or proprietary or other notices from the Curriculum or any copies thereof;
4) use the Curriculum in any manner not permitted by the License provided herein.

REQUIRED DATA

School will provide AFI with the following data through pre- and post-academic term surveys for each teacher using the AFI Curriculum in each academic term by the dates below. Each teacher using the AFI curriculum is required to complete these data collections. **No personally identifying student information will be collected**. AFI may request additional data.

At the start of each academic term, teachers will receive a link to complete the required pre-term data collection. Pre-term data collections are due 20 school days after the start of the academic term.

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One month prior to the end of each academic term, teachers will receive a link to complete the required post-term data collection. Post-term data collections are due within 5 school days after the term end date.

The start and end dates of each academic term are based on the dates provided by the school on the high school application.

Data Collection Components
School demographics including Free and Reduced Meal Rate (FARMS) and graduation rate
Dual enrollment or articulation agreement program information (if any)
Total number of course sections taught
Total number of students enrolled in course
Total number of students enrolled in course by gender and ethnicity
Total number of students enrolled in course by student grade level
Average pre- and post-term course assessment score (if available)
Intended courses and sessions to be taught in the next term or school year
Number of students this school year that: • started flight training. • earned FAA Student Pilot Certificate. • obtained FAA Medical Certificate. • completed first solo flight. • passed FAA Private Pilot Knowledge Test. • earned FAA Private Pilot Certificate. • earned FAA Recreational UAS Safety Test (TRUST) Certification. • passed FAA Remote Pilot Knowledge Test. • earned FAA Remote Pilot Certificate. • passed FAA Instrument Knowledge Test. • earned FAA Instrument Rating.
Total number of students this school year who graduated high school
Total number of graduates this school year, if any, whose intentions include: • going to a two- or four-year college. • going to a trade, technical, or vocational program. • going directly into the workforce.

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• going directly into the military. • other or unknown.
Total number of graduates this school year, if any, who are considering careers as: • manned aircraft pilots • drone pilots • engineers intending to work in aviation- or aerospace-related fields • aviation maintenance technicians • other aviation- or aerospace-related career • other or unknown

PROFESSIONAL DEVELOPMENT Administrator

Any teacher using the Curriculum is required to participate in the AFI-provided professional development workshop, either in person or virtually, as made available by AFI. Additional webinars or virtual meetings may be provided throughout the school year.

NO CHANGES AND NON-DISCLOSURE

School, including participating teachers and administrators shall not in any circumstance edit, alter, share, disseminate or otherwise distribute the Curriculum (in whole or in part, or in digital or print formats) to other non-participating schools (at any level), organizations, and/or teachers.

MISCELLANEOUS

Neither this license/agreement nor any right/interest in it may be assigned, transferred or otherwise delegated by School without the prior written consent of AFI. AFI may assign, transfer or otherwise delegate this license/agreement and any and/or all of its rights/interest therein at any time.

The School shall notify AFI immediately in the event of any proposed change in a teacher using the Curriculum. AFI reserves the right to approve the School's use of the Curriculum with a different teacher. Such approval shall not be unreasonably withheld.
Either party's waiver, modification, or failure to insist by either party of any conditions or terms of this license/agreement shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of that party's right to future performance of any such term or terms.

Governing Law and Venue
This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Venue for any suit or proceeding arising from or relating to this Agreement shall be in a court of competent jurisdiction in the county in which the School District is located. The School does not waive its sovereign or governmental immunity by entering into this Agreement and fully retains all such immunities and defenses.

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Student Data and Confidentiality
The parties agree that no personally identifiable student information (as defined by FERPA, 20 U.S.C. § 1232g, and its implementing regulations) will be collected, accessed, or disclosed in connection with this Agreement. Any data collected shall be in aggregate or anonymized form and shall not be capable of being traced back to any individual student. The Vendor shall comply with all applicable federal and state laws governing student data privacy, including but not limited to FERPA and Texas Education Code § 26.004. The School District shall not be required to disclose any information protected by law.

No Waiver of Immunity
Nothing in this Agreement shall be construed as a waiver of the School's sovereign or governmental immunity.

Modifications
No amendment to this Agreement shall be effective unless in writing and signed by both parties.

Compliance with Law
Each party agrees to comply with all applicable federal, state, and local laws, including laws governing the privacy of student records.

Assignment
Prior to any assignment or transfer of any interest affecting the School's rights under this Agreement, AFI agrees to provide at least thirty (30) days written notice to the School.

Termination
Either party may terminate this agreement with at least thirty (30) days' written notice to the other party.

Signatory Authority
Each person signing this agreement represents and warrants that they have the full authority to bind the respective party on whose behalf they are signing and that no further approvals or consents are necessary to give full force and effect to this agreement.

[Signatures on following page]

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AGREED AND ACKNOWLEDGED on this 1st day of August, 2025

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

_____

Dr. Jeannie Meza-Chavez
Superintendent of Schools
Date:

The AOPA Foundation, Inc.

DocuSigned by:
Erica Saccoia
4FCD0CF19BCF41E...

Erica Saccoia
VP Finance & Accounting
Date: 8/1/2025 | 12:58 PM PDT

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: Mrs. Aggie Reyes, Executive Director of Child Nutrition Services
Subject: Consider and possible Board action on approval of Common Threads MOU
Date: August 13, 2025

HISTORY: Founded in 2003 by celebrity chef Art Smith and co-founder Linda Novick O'Keefe, Common Threads began with a simple but powerful idea: to use the art of cooking to teach children the value of healthy eating, cultural diversity, and community. Starting with a few cooking classes, the nonprofit quickly grew into a national organization, now serving schools and community centers in over 10 major U.S. cities.

Over the years, Common Threads has created evidence-based programs such as Small Bites, Cooking Skills & World Cuisine, and Family Cooking Classes, all designed to give children and families hands-on experience with affordable, nutritious meals. These efforts emphasize both nutrition education and cultural appreciation, helping participants see food as a tool for health and connection.

Today, Common Threads has reached over 550,000 students and 103,000 adults, serving more than 4.3 million meals and snacks nationwide. Recognized with a 4 Star Charity Navigator rating, the organization continues to expand its mission—proving that teaching children to cook doesn't just fill stomachs, it transforms lives and communities.

RATIONALE: Partnering with Common Threads will bring hands-on cooking and nutrition education to San Elizario ISD families. In collaboration with the district's parent liaisons, the program will offer family cooking classes, demonstrations, and nutrition information at schools throughout the district. These sessions will teach families how to prepare affordable, healthy meals while celebrating cultural traditions. By combining Common Threads' expertise with trusted school connections, the partnership will strengthen ties between home and school. Ultimately, this initiative will support student well-being and empower families to build lasting healthy habits.

BUDGET IMPACT: No budget impact.

ADMINISTRATIVE RECOMMENDATION: The Administrative recommendation is for the board to approve the MOU as presented.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

Common Threads
and
San Elizario Independent School District

This Memorandum of Understanding (MOU) between Common Threads ("CT") and Partner (hereinafter "Partner") (each a "Party", together, the "Parties") shall be effective August 1, 2025 and shall terminate July 31, 2026 unless otherwise mutually agreed upon in writing by the Parties.

I. **Mission:** Common Threads was created to bring health and wellness to children, families and communities through cooking and nutrition education.

Together, CT and Partner enter into this agreement to mutually implement programming that promotes nutrition, healthy eating and an overall healthy lifestyle. Together, Common Threads and Partner enter into this agreement to implement the Programs as set forth in Exhibit A.

II. **Services:** CT will provide those Services as set forth in Exhibit B.

III. **Party Responsibilities:** Each Party further acknowledges and agrees that each Service to be provided under this MOU requires each Party to fulfill their respective responsibilities attached to each Service. See Responsibilities Attachments.

IV. **Payment:**

This is a $0.00 fee program and is grant-funded through Common Threads, but valued at $12,947.59.

V. **Evaluation:** As part of the funding requirement, a program evaluation may need to be completed. The evaluation is designed to measure changes in participants" knowledge, attitudes, and behaviors as a result of their participation in Common Threads programming. The results and insights gained from the analyzed data will increase our evidence-based findings to inform best practices for future programming. Participating students, parents and teachers will take paper-based or digital pre and post surveys at the beginning and end of select programs. Names will be used only to match surveys. Passive consent forms will be distributed to parents/guardians prior to survey distribution and collection.

Select sites may also be asked to participate in voluntary assessments, allowing CT to understand the readiness and willingness of the school to facilitate CT programming and other wellness efforts. Data will be stored on secure servers and will be kept for five years until July 1, 2029. Evaluation best practices will be followed to ensure confidentiality and anonymity.

Partner may be randomly selected to participate in a CT evaluation. If selected to participate in the program evaluation:

A. Partner will be responsible for:
- Returning all materials back to CT:
  - Original copies of signed Parental Consent Forms

- Original copies of signed Student Assent Forms
- Program rosters
- Pre and Post Surveys

B. CT will provide:
   - Passive Parental Consent and Student Assent Forms for students to participate in the program evaluation.
   - Pre and Post-Surveys for students prior to the first lesson and following the last lesson.
   - Digital Program Evaluation procedures/directions

c. Data Ownership: CT owns the hard copies of the student surveys and the digital data. Partners will have the opportunity to request published CT evaluation reports of summarized national program outcomes.

VI. Miscellaneous:

A. Lesson Cancellation: In the event of a lesson cancellation, the following provisions will apply:

1. If the lesson is canceled by Partner with at least 48 hour notice to CT of the scheduled start time, the lesson can be rescheduled without penalty.

2. If Common Threads cancels a lesson, Partner will be able to reschedule without penalty.

3. In the event of cancellation due to external circumstances (e.g. inclement weather) the lesson will be rescheduled.

4. If the lesson is canceled less than 48 hours before the scheduled start time. Partner may forfeit the ability to reschedule that lesson and no refund will be issued by Common Threads.

B. Language Access: CT will make a reasonable effort to accommodate classes in another language other than English as requested by the Partner. CT may not always have a staff person available to teach a class in other languages. In the event that CT can not accommodate the program in another language other than English, the partner will be responsible for providing a translator for each class.

C. Termination: In the event of a material breach of this MOU, the Party may terminate this agreement immediately upon giving notice to the other Party's Official Contact.

D. Insurance: Both Parties represent, warrant and covenant that they shall carry and maintain general liability insurance during the course of performance under this MOU.

E. Proprietary Rights: All right, title and interest in and to any programs, systems, data or materials created or prepared under this MOU, including, without limitation, any copyrights, patents, trade secret, and other intellectual or industrial property rights therein, are and shall be held by CT.

F. Invalidity of Prior Agreements: This MOU supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the Services described herein.

G. Law and Venue: In any lawsuit or legal dispute arising from this MOU, the Parties agree that the laws of the State of Texas shall govern. Venue shall be in Travis County, Texas.

H. Indemnification: Partner shall indemnify and hold CT harmless from any loss or liability arising from CT providing Services under this MOU .

I. No Assignment: Partner may not assign, transfer, or convey this MOU or assign, transfer or delegate any of its rights, duties, or obligations hereunder, and any such attempted assignment by Partner shall be void.

VII. Official Contact

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The below representatives will serve as official contacts and coordinate the activities of each organization in carrying out this MOU.

San Elizario ISD Official Contact	**Common Threads Official Contact**
Name: Flor Sanchez Title: District Military/District Parent Liaison Email: freza@seisd.net Phone Number: 915-872-3900 ext 3512	Name: Victoria Aragon, MPH Title: Program Manager Email: varagon@commonthreads.org Phone Number: 915-261-2851

IN WITNESS WHEREOF, the Parties have executed this MOU to be effective on the date(s) set forth in the opening paragraph.

San Elizario ISD Representative	**Common Threads Representative**
Signature: _____ Name: Dr. Jeannie Meza-Chavez Title: District Superintendent Date: _____	Signature: _____ Name: Raquel Perez, MBA Title: Senior Director of Partnerships & Growth Date: _____

Exhibit A: Summary of Programs

On-Site

- ❑ 4 On-Site Family Cooking Class(es) (2 lesson(s), 2 hours each)
- ❑ 5 On-Site Caregiver Workshop(s) or Ask a Chef (# lesson(s), (60 minutes)

Program Sites

Site (Venue) Name	Address	Program Type (include duration for Caregiver Workshops)	Estimated Total Participants per training and # of classes
San Elizario High School-Kitchen	13981 Socorro Rd, San Elizario, TX 79849	Family Cooking Class Caregiver/Ask A Chef Workshops	4-6 families (Up to 20 participants) 10-15 participants
Total Reach			To Be Determined

The Partner is not limited to this number of programs or participants, however increasing participants may increase costs. Additional classes and participants can be added following a mutual discussion between both organizations and approval by CT.

Responsibilities Attachments: Include only the needed Responsibilities based on what program(s) is offered

Responsibility Attachment #1: In-Person Family Cooking Class

A. Implement Family Cooking Class at the Partner's site(s) in accordance with Exhibit A.

B. CT will provide:

1. Access to a Program Manager who will assist with:
    a) Scheduling class(es)
    b) Implementation support
    c) Site visit (if needed)
2. CT Chef Instructor(s) for up to to the number of participants listed in Exhibit A and will bring the groceries for the lessons
3. Printed Class Passport Books
4. CT Aprons and Chef Hats (must be returned to CT at the end of the MOU)

C. The Partner will provide:

1. Authorization and appropriate documentation as required by districts or any other entity for CT to partner with and deliver programming.
2. Kitchen space with access to potable water 1 hour before, during, and 1 hour after the training.
3. Kitchen facilities will be available as scheduled and fully stocked with the correct amount of equipment and sundry items from the inventory list provided by CT. See *Exhibit B: Equipment List and Inventory* for further details.
4. A representative is available and present for all lessons.
5. Responsibility for recruiting to the number of participants listed in Exhibit A.
6. Responsible for recruiting and maintaining volunteers/caregivers, and will ensure a 5:1 student-to-adult ratio for the program.
7. Assistance to CT in obtaining feedback to assess the impact of the programming.

Responsibility Attachment #2: Caregiver Workshops or Ask a Chef

A. Implement Caregiver Workshop(s) or Ask a Chef at the Partner's site(s) in accordance with Exhibit A.

B. CT will provide:

1. Access to a Program Manager who will assist with:

    a) Scheduling class(es)

    b) Implementation support

    c) Site visit (if needed)

2. CT staff provide the program to up to the number of participants listed in Exhibit A and will bring the groceries and sundries required for the lessons.

3. The cooking equipment required for snack-making demos and tastings

4. 1 Cooking for Life Handbook per participant, for up to the number of participants estimated in Exhibit A (printed for on-site programs and in PDF form for virtual programs).

C. The Partner will provide:

1. Approximate attendance count and/or rosters with all Caregiver Workshop or Ask a Chef participants.

2. Authorization and appropriate documentation as required by districts or any other entity for CT to partner with and deliver programming.

3. Internet access, projector, and computer for facilitator to project workshop slides (on-site programs only).

4. Representatives available and present for all workshops.

5. Responsibility for recruiting the estimated number of program participants listed in Exhibit A.

6. Assistance to CT in obtaining feedback to assess the impact of the programming.

Cooking Skills and World Cuisine and Family Cooking Class Materials

Program partners are responsible for providing the following items based on the programs they will be receiving. Items can be shared between the programs.

Equipment Per Class	**Family Cooking Class (2 lessons)**
Kitchen with preparation space	1
Classroom Space	1
Oven	1
Stovetops or ElectricBurners *(total of 4 burners)*	4
Blender or Food Processor	1
Liquid Measuring Cup	6
Sets of Dry Measuring Cups	4
Sets of Measuring Spoons	4
Tongs	1
Potato Masher	0
Vegetable peelers	4
Mixing spatulas	4
Wooden spoons	4
Can Opener	1
Full or Half sheet trays	4
Mixing Bowls (Set = Large, Medium, Small)	
Saucepan (4 quarts)	2
Sauté Pans (at least 10 inches wide)	2
Stock Pot (at least 8 quarts)	2
Sundries/Disposables	
Aluminum Foil	50 yards
Parchment Paper	50 yards
Paper towels	2 Rolls
Cups	50
Bowls	50
Plates	50

Forks	50
Spoons	50
Napkins	50
Dish soap *(64 oz.)*	1
Hand soap *(64 oz.)*	1
Sponges (package of 2-4)	2
Knives *(provided by Common Threads)*	8
Cutting Boards *(provided by Common Threads)*	12

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, Associate Superintendent
Subject: 2025-2026 SEISD Student Code of Conduct
Date: August 13, 2025

HISTORY: The Student Code of Conduct outlines the expectations, responsibilities, and behavioral standards for students in the San Elizario Independent School District. It acts as a guide to create a safe, respectful, and productive learning environment by clearly stating acceptable and unacceptable behaviors, along with the consequences for breaking these standards. It also helps students, parents, and staff share an understanding of the school's policies, promoting consistency and fairness in discipline while encouraging student growth and accountability.

RATIONALE: The English and Spanish Student Code of Conduct has been revised to incorporate changes from the 89th Legislative Session, as recommended by the Texas Association of School Boards (TASB):

• **House Bill (HB) 6** makes substantial changes to Chapter 37, including clarifying the length of suspensions, removing mandatory DAEP placements for possession of an e-cigarette, and allowing districts to create virtual expulsion programs, among other things.
• **House Bill (HB) 1481** mandates that school districts and open-enrollment charter schools adopt a written policy prohibiting students from using personal communication devices on school property during the school day. The policy must outline disciplinary measures for violations and may include provisions for device confiscation. Exceptions are provided for students with medical needs or those requiring the devices for IEPs or Section 504 plans.
• **Senate Bill (SB) 326** amends the Education Code to address antisemitism in public schools and higher education institutions. It requires these institutions to use the definition of antisemitism found in Government Code section 448.001 when determining whether a student's conduct that violated the code of conduct was motivated by antisemitism.
• **Senate Bill (SB) 569** expands virtual and hybrid education in public schools, establishing new rules for full-time virtual and hybrid campuses. It mandates that school districts consider virtual/hybrid education as an alternative to expulsion before expelling a student. The bill also outlines requirements for academic and operational planning for these programs, ensures accountability for virtual instruction providers, and provides funding through the Foundation School Program.

Note: This is not an exhaustive list of all legislative bills passed. An annotated student code of conduct document highlighting the changes has been provided for your review.

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BUDGET: This item has no budget impact.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve the 2025-2026 Student Code of Conduct as presented.

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

2025-26 Model Student Code of Conduct

Revised July 2025

Annotated to show changes compared to the July 2023 edition

Policy Service

Texas Association of School Boards

The *TASB Model Student Code of Conduct* (MSCOC) is provided to Policy Service subscribers to help maintain the district's local Student Code of Conduct, mandated by Chapter 37 of the Texas Education Code.

The *Model Student Code of Conduct* is copyrighted by TASB but may be reproduced by districts that subscribe to Policy Service in the development of their local Student Codes of Conduct. Further use or copying is prohibited without the written consent of TASB Policy Service.

If you have any questions about this document, please email Policy Service or call 800-580-7529.

About the Annotated Model Student Code of Conduct

Recommendations

- Review relevant changes from the 89th Legislative Session
- Identify the legal and local policies that align with the Student Code of Conduct
- Review references to law and policy
- Make sure all legal requirements are included in the district's Code of Conduct
- District staff members who administer discipline for Code of Conduct violations may wish to retain a copy of the annotated Code of Conduct for the Editorial Notes resources

The *Model Student Code of Conduct* has been edited throughout for clarity and to incorporate recent changes that have been made to other policies. **We encourage administrators to read through the entire Model carefully, especially the Editorial Notes. To make sure that all changes are included in the district's 2025-26 Code of Conduct, add the district's unique text to the TASB 2025-26 editable template rather than revising a previous district Code of Conduct.**

Track changes

- Track changes indicate revisions from the previous version
- Deletions appear in a red strike-through text: ~~deleted text~~
- Additions appear in a blue, bold, underlined text: new text
- Revision bars appear in the right margin
- Yellow highlighting shows where to make a choice or fill in information

Editorial Notes and Additional Resources Column

The Editorial Notes and Additional Resources column contains helpful information, including references to law and links to outside sources. Bill numbers are highlighted in yellow in the Editorial Notes to indicate new state law. "SB" stands for Senate Bill and "HB" stands for House Bill.

Important Requirements

- State law requires the **board to adopt** your district's Student Code of Conduct. The district's Code of Conduct stands as an authoritative document and once adopted, has the force of policy. Its provisions should not be repeated in the local policy manual or the student handbook. We recommend the district's attorney review the completed Code of Conduct before the board adopts it.

- The Education Code requires districts to **post and prominently display** the Code of Conduct at each school campus or have it available for review at the office of the campus principal. The Code of Conduct should also be available at the office of the campus behavior coordinator.
- The Glossary includes **legal and local definitions of terms** and must be retained as part of the Code of Conduct.
- Districts are required to **provide parents with the district's Code of Conduct.** Sample acknowledgment forms for parents are included as separate documents. The Code of Conduct may be:
  - Posted on the district website,
  - Distributed as a hard copy, or
  - Provided through other means.

Other Discipline-Related Resources

- Education Code 37.018 requires the district to provide a copy of Chapter 37, Subchapter A to educators and administrators.
- The *Regulation Resource Manual* has sample forms addressing discipline issues. The *RRM* is available to superintendents and policy administrators in the Policy Online® Governance and Management Library.
  - FO(EXHIBIT) on use of corporal punishment
  - FOA(EXHIBIT) on removal of a student by a teacher or bus driver
  - FOB(EXHIBIT) on out-of-school suspension
  - FOC(EXHIBIT) on placement in a DAEP
  - FOCA(EXHIBIT) on transition services and plans to assist a student's transition back into the regular educational setting from a DAEP
  - FOD(EXHIBIT) on expulsion
  - FODA(EXHIBIT) on plans to assist a student's transition back into the regular educational setting from a Juvenile Justice Alternative Education Program (JJAEP)
  - FOE(EXHIBIT) on emergency removal

Disclaimer

The *Model Student Code of Conduct* is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matters. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

Legislative bills from the 89th Legislative Session that affect the Student Code of Conduct:

- **House Bill (HB) 6** makes substantial changes to Chapter 37, including clarifying the length of suspensions, removing mandatory DAEP placements for possession of an e-cigarette, and allowing districts to create virtual expulsion programs, among other things.
- **House Bill (HB) 1481** mandates that school districts and open-enrollment charter schools adopt a written policy prohibiting students from using personal communication devices on school property during the school day. The policy must outline disciplinary measures for violations and may include provisions for device confiscation. Exceptions are provided for students with medical needs or those requiring the devices for IEPs or Section 504 plans.
- **Senate Bill (SB) 326** amends the Education Code to address antisemitism in public schools and higher education institutions. It requires these institutions to use the definition of antisemitism found in Government Code section 448.001 when determining whether a student's conduct that violated the code of conduct was motivated by antisemitism.
- **Senate Bill (SB) 569** expands virtual and hybrid education in public schools, establishing new rules for full-time virtual and hybrid campuses. It mandates that school districts consider virtual/hybrid education as an alternative to expulsion before expelling a student. The bill also outlines requirements for academic and operational planning for these programs, ensures accountability for virtual instruction providers, and provides funding through the Foundation School Program.

Note: This is not an inclusive list of all Legislative bills passed.

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Text	Editorial Notes
Student Code of Conduct	
Accessibility	
If you have difficulty accessing the information in this document because of disability, please contact the district at ***[insert district email address and phone number].***	To provide assistance for people with disabilities, we recommend that you include relevant contact information here.
Purpose	
The Student Code of Conduct ("Code of Conduct"), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline. The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school. This Code of Conduct has been adopted by the ***[insert district name]*** board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.	We recommend that the board adopt the district's Student Code of Conduct annually, prior to the start of each school year. While changes to the *TASB Model Student Code of Conduct* are generally made after a legislative session, district administrators should do a careful review of the district's Code of Conduct each year to be sure it accurately reflects current practice.

Text	Editorial Notes
In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal's office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator's office and posted on the district's website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.	Adjust text to reflect whether the district makes the Code of Conduct available on the district's website.
Not later than the first day of the 2025-2026 school year, the Texas Education Agency (TEA) shall prepare and provide to each school district a report identifying each law relating to school discipline that was amended or added by the 89th Legislature, Regular Session, 2025. A school district shall provide to each student and the parent of or person standing in parental relation to the student the prepared report.	This is a requirement of **HB 6**.
Because the Code of Conduct is adopted by the district's board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.	To avoid conflict, we recommend that the board not adopt the Student Handbook. See BP(LOCAL) and FN(LOCAL) to confirm that the board does not adopt the Handbook.
Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.	Contact the district's local school attorney regarding the Code of Conduct and disciplining students with disabilities.

Text	Editorial Notes
School District Authority and Jurisdiction	
School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.	
The district has disciplinary authority over a student: 1. During the regular school day; 2. While the student is traveling on district transportation; 3. During lunch periods in which a student is allowed to leave campus; 4. At any school-related activity, regardless of time or location; 5. For any school-related misconduct, regardless of time or location; 6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location; 7. When a student engages in cyberbullying, as defined by Education Code 37.0832; 8. When criminal mischief is committed on or off school property or at a school-related event; 9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line; 10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas; 11. When the student commits a felony, as provided by Education Code 37.006, 37.007, or 37.0081; and 12. When the student is required to register as a sex offender.	A reference to Education Code 37.007 has been added to the list of felonies for completeness and clarity.

Text	Editorial Notes
Campus Behavior Coordinator	
As required by law, a single person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal, or any other campus administrator selected by the principal. Additional staff members may assist the CBC in the performance of the CBC's duties, provided that the CBC personally verifies that all aspects of Chapter 37, Subchapter A are appropriately implemented. The CBC is primarily responsible for maintaining student discipline. The CBC shall monitor disciplinary referrals and report the following behavior to the campus's threat assessment and safe and supportive school team: • Conduct that contains the elements of the offense of terroristic threat under Penal Code 22.07; • Conduct that contains the elements of the offense of unlawfully carrying weapons under Penal Code 46.02; • Conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125; and • Any concerning student behaviors or behavioral trends that may pose a serious risk of violence to the student or others. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at ***[insert URL] and at [insert URL to digital copy of Student Handbook].***	Chapter 37 establishes the position of campus behavior coordinator (CBC) to serve at each campus within a school district and be responsible for maintaining student discipline and completing designated duties as assigned by law. If you choose to list the persons serving as a CBC in the Code of Conduct, adjust the text to the left. Education Code 26.015 requires districts to post on their website, for each campus, the email address and dedicated phone number of the CBC. Additional requirements related to the CBC have been added to comply with **HB 6.** Throughout the *Model,* we have noted when a particular action or decision associated with student discipline is the statutory responsibility of the CBC. Additionally, the *Model* uses yellow shading to reflect when the district must choose whether the CBC or another administrator will perform duties regarding disciplinary issues. Unless the district designates otherwise, statute provides that a duty imposed on a principal or other campus administrator in Chapter 37 must be performed by the CBC.

Text	Editorial Notes
Threat Assessment and Safe and Supportive School Team	
The CBC or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.	See FFB(LOCAL) for the district's policy addressing the threat assessment and safe and supportive team.
Searches	
District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches. The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district. Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.	
Reporting Crimes	
The principal or CBC and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.	Education Code 37.015 requires the district to report certain offenses that occur on school property or at school events. School administrators may call law enforcement for assistance in determining whether a crime has been committed.

Text	Editorial Notes
Security Personnel	
The board utilizes [police officers, school resource officers (SROs), school marshals, ***and/or*** security personnel] to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series. The law enforcement duties of district police officers are: ***[insert the law enforcement duties performed by district police officers working for the district.]*** ***[AND/OR]*** The law enforcement duties of school resource officers are: ***[insert the law enforcement duties performed by SROs working with the district.]*** ***[AND/OR]*** The law enforcement duties of district security personnel are: ***[insert the law enforcement duties performed by security personnel working with or for the district.]***	Education Code 37.081 requires the district to include the duties of peace officers, school resource officers (SROs), and security personnel in its district improvement plan, Code of Conduct, and any other documents that outline the duties of such personnel. The law also states that such personnel should not be assigned duties outside of their purview of security. The board is required to coordinate with the CBC and other employees to ensure that peace officers, SROs, and security personnel are not tasked with behavioral or administrative duties better addressed by other district employees. Adjust the text to reflect the district's security arrangements and the duties of any police officers, SROs, or security personnel. This section is not required if the district has not formed a police department, entered into an agreement with local law enforcement for SROs, or employed any security personnel.
"Parent" Defined	
Throughout the Code of Conduct and related discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.	The definition of parent is included for clarification and matches the definition in FO(LOCAL).

Text	Editorial Notes
Participating in Graduation Activities	
The district has the right to limit a student's participation in graduation activities for violating the district's Code of Conduct. Participation might include a speaking role, as established by district policy and procedures. Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation. The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.	Restrictions the district imposes on students who would otherwise be eligible for speaking roles at graduation but who have engaged in certain types of misconduct should be addressed in your Code of Conduct. Coordinate this provision with FNA(LOCAL) if your district has adopted this policy, and EIC(LOCAL) if this topic is addressed in that policy. Restrictions for students who give opening and closing remarks can differ from those with other speaking roles. Adjust the highlighted paragraphs to reflect the district's restrictions and if students other than your valedictorian and salutatorian are eligible for the other speaking roles.
Unauthorized Persons	
In accordance with Education Code 37.105, a school administrator, SRO, or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and: 1. The person poses a substantial risk of harm to any person; or 2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection. Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's	Chapter 37 requires the Code of Conduct to include a statement on the authority of a school administrator, SRO, or district police officer to refuse entry to or eject a person from district property for posing a risk of harm or inappropriate behavior, and the district's appeal process. See GKA(LEGAL) for other procedural requirements.

Text	Editorial Notes
grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.	
[See **Restrictions During Placement** for information regarding a student assigned to DAEP at the time of graduation.]	

Text	Editorial Notes
Standards for Student Conduct	
Each student is expected to: • Demonstrate courtesy, even when others do not. • Behave in a responsible manner. • Exercise self-discipline. • Attend all classes regularly and on time. • Bring appropriate materials and assignments to class. • Meet district and campus standards of grooming and dress. • Obey all campus and classroom rules. • Respect the rights and privileges of students, teachers, and other district staff and volunteers. • Respect the property of others, including district property and facilities. • Cooperate with and assist the school staff in maintaining safety, order, and discipline. • Adhere to the requirements of the Code of Conduct.	Chapter 37 requires the Code of Conduct to include standards that schools expect from students. Modify the list to emphasize conduct the district would like to encourage.

Text	Editorial Notes
General Conduct Violations	
The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on In-School Suspension, **Out-of-School Suspension**, **Disciplinary Alternative Education Program (DAEP) Placement**, **Placement and/or Expulsion for Certain Offenses**, and **Expulsion**, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting**.	The district should modify the list to reflect the district's decisions on what is unacceptable student behavior. The district may want to move some of the general violations to the list of offenses for which a student may be placed in a **Disciplinary Alternative Education Program (DAEP) Placement**.
Disregard for Authority	
Students shall not: • Fail to comply with directives given by school personnel. • Leave school grounds or school-sponsored events without permission. • Disobey rules for conduct in district vehicles. • Refuse to accept discipline or consequence assigned by a teacher or principal.	
Mistreatment of Others	
Students shall not: • Use profanity or vulgar language or make obscene gestures.	
• Fight or scuffle. [See **Placement and/or Expulsion for Certain Offenses** for assault.]	Keep in mind that not all fighting constitutes assault and may not require placement in a DAEP.

General Conduct Violations

Text	Editorial Notes
• Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.	
• Engage in any behavior that violates the Student Code of Conduct and is motivated by antisemitism. [see **Glossary**]	**SB 326** requires a district to use the definition of antisemitism provided by Government Code section 448.001, including the examples referenced, when determining whether behavior that violates the Code of Conduct was motivated by antisemitism.
• Engage in bullying, cyberbullying, harassment, or making hit lists. [See **Glossary** for all four terms.] • Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.	See FFI(LOCAL) for the district's policy on bullying. Chapter 37 provides for DAEP placement or expulsion for a student who engages in bullying that encourages a student to die by suicide, incites violence against a student through group bullying, or releases or threatens to release intimate visual material of a minor or of an adult student without the student's consent.
• Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.	See DIA and FFH(LOCAL) for the district's provisions regarding harassment, including sexual or gender-based harassment.
• Engage in conduct that constitutes dating violence. [see **Glossary**]	Education Code 37.0831 requires the district to develop a policy on dating violence and include it in the district's improvement plan. FFH(LOCAL) includes prohibitions and reporting provisions on dating violence.
• Engage in inappropriate or indecent exposure of private body parts. • Participate in hazing. [see **Glossary**]	

Text	Editorial Notes
• Coerce an individual to act through the use or threat of force. • Commit extortion or blackmail. • Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer. • Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.	
Property Offenses	
Students shall not: • Damage or vandalize property owned by others. [See **Placement and/or Expulsion for Certain Offenses** for felony criminal mischief.] • Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means. • Steal from students, staff, or the school. • Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. [See **Placement and/or Expulsion for Certain Offenses** for felony robbery, aggravated robbery, and theft.]	Damage to property equal to or in excess of $2,500 is felony criminal mischief and requires placement in a DAEP or expulsion.
• Enter, without authorization, district facilities that are not open for operations.	To reflect common district practice, a provision has been added stating that students shall not enter district facilities that are not open for operations without authorization.

Text	Editorial Notes
Possession of Prohibited Items	
Students shall not possess or use: • Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device; • A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person; • A "look-alike" weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon; • An air gun or BB gun; • A short barrel firearm; • Ammunition; • A hand instrument designed to cut or stab another by being thrown;	A student's possession of certain knives, firearms, or clubs may not be subject to mandatory expulsion, but this conduct may be punishable by placement in a DAEP. Certain knives, firearms, or clubs are included in the list of prohibited items in the general conduct violations section to support the district's authority to discipline students in these circumstances. **SB 1596** removes short barrel firearms from the definition of prohibited weapons in the Penal Code, so those firearms are now specifically listed as a prohibited weapon here.
• A firearm silencer or suppressor;	The Government Code regulates firearm suppressors, which are defined as any device designed to muffle the report of a firearm. Federal law continues to require expulsion for one year of a student who brings to school a "firearm," including a firearm muffler or silencer. A school district may choose whether to add these devices to the list of locally prohibited items. Note that the Texas Government Code restricts a district's authority to enforce a ban on firearm suppressors with regard to the general public. School officials may want to seek legal advice regarding the change in law.
• *A location-restricted knife; • *A club;	

Text	Editorial Notes
• *A firearm;	
• A stun gun; • Knuckles;	Since stun guns and knuckles are not included in Texas law as prohibited weapons, the district may want to include them on this list.
• A pocketknife or any other small knife;	If the district imposes disciplinary consequences for smaller knives (blades less than five and one-half inches), including pocketknives, this text should be included here. In Education Code 37.007(a), the district does not have the discretion to make possession of any knife, including pocketknives and knives with blades less than five and one-half inches long, a mandatory expellable offense. See the section on **Mandatory Expulsion: Misconduct That Requires Expulsion**.
• Mace or pepper spray; • Pornographic material;	
• Tobacco products (including nicotine pouches), cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;	The Health and Safety Code requires the school board to prohibit students from possessing or using e-cigarettes and their related components under the Education Code. Nicotine pouches have been included as an example of tobacco products to ensure clarity that all nicotine delivery devices are covered as prohibited items.

Text	Editorial Notes
	HB 6 amends the mandatory placement requirement in a DAEP for offenses related to e-cigarettes.
• Matches or a lighter;	
• A laser pointer, unless it is for an approved use; or	Laser pointers are not addressed in Chapter 37. Because laser pointers can cause injury to eyes, however, districts should decide whether to prohibit or allow these items in school and/or at school-related activities.
• Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists. *See **Placement and/or Expulsion for Certain Offenses** for weapons and firearms. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.	
Possession of ~~Telecommunications~~ Personal Communication~~or Other Electronic~~ Devices	
Students shall not: • ~~Display, turn on, or u~~Bring or use a ~~telecommunications~~ personal communication~~s~~ device, including a cell phone, or other electronic device on school property during the school day. [see **Glossary**] ***[OR]*** • Use a ~~telecommunications~~ personal communication~~s~~ device, including a cell phone, or other electronic device on school property during the school day and shall store the device in accordance with the method of storage established by the district. ~~in violation of district and campus rules~~ [see **Glossary**]	Choose one of the options or adjust the suggested language to reflect district practice. **HB 1481** prohibits the use of personal communication devices while on school property during the school day. Any district rules regarding possession, use, or prohibition of these items should be included in the district's acceptable use agreements, which should be signed each year. [See CQ(EXHIBIT) in the *Regulations Resource Manual* for samples.]

Text	Editorial Notes

• The district may authorize the use of a personal communication device for the following reasons:
  • To implement an individualized education program (IEP) or for a plan created under Section 504, Rehabilitation Act of 1973 (29 U.S.C Section 794) or a similar program or plan;
  • With documented need based on a directive from a qualified physician; or
  • To comply with a health or safety requirement imposed by law or as part of the district's safety protocols.
Inappropriate use of a personal communication device during the school day will result in disciplinary action in accordance with this Code of Conduct.
	If the district confiscates and disposes of unauthorized personal communication devices, a provision must be included at FNCE(LOCAL).
	HB 1481 indicates that the district must establish disciplinary measures to be imposed for violations of the prohibition on use of a personal communication device. The district should articulate the consequences for violations in the Code of Conduct. Customize this section to reflect the district's practice regarding discipline of this infraction.

Illegal, Prescription, and Over-the-Counter Drugs	
Students shall not: • Possess, use, give, or sell alcohol or an illegal drug. [See **Disciplinary Alternative Education Program (DAEP) Placement** and **Expulsion** for mandatory and permissive consequences under state law.] • Possess or sell seeds or pieces of marijuana in less than a usable amount. • Possess, use, give, or sell paraphernalia related to any prohibited substance. [See **Glossary** for "paraphernalia."]	
• Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.	Although some school officials want to include specific examples of commonly used look-alike drugs like K2 and bath salts in the Code of Conduct, we recommend using the more general text as written so that all forms of look-alike drugs are covered.

Text	Editorial Notes
• Abuse the student's own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person's prescription drug on school property or at a school-related event. [See **Glossary** for "abuse."] • Abuse over-the-counter drugs. [See **Glossary** for "abuse."] • Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. [See **Glossary** for "under the influence."]	
• Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.	Coordinate with the district's FFAC and FFAF policies and regulations on administering medication. A district is prohibited from enacting, adopting, or enforcing a rule or regulation that prohibits the possession of low-THC cannabis as authorized by the Texas Compassionate Use Act, Chapter 487 of the Health and Safety Code which permits prescriptions for low-THC (non-intoxicating) cannabis in limited circumstances. If a student has a valid prescription for low-THC cannabis, follow the district's policies and procedures for prescription medications.
Misuse of Technology Resources and the Internet	
Students shall not: • Violate policies, rules, or agreements signed by the student or the student's parent regarding the use of technology resources.	Coordinate with the district's CQ(LOCAL) policy, regulations, user agreements, and rules related to use of technology resources. A person commits an offense of the Penal Code if he or she poses as someone else via social networking or any internet site, including posting or sending messages.

Text	Editorial Notes
• Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.	Conduct that constitutes breach of computer security is an expellable offense under the Penal Code. [see **Expulsion**]
• Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district's system, including off school property if the conduct causes a substantial disruption to the educational environment. • Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school. • Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school. • Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school. • Utilize artificial intelligence in a way that would constitute academic dishonesty or as a means of engaging in any other prohibited conduct.	A reference to the inappropriate use of artificial intelligence has been added.
Safety Transgressions	
Students shall not: • Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety. • Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property. • Make false accusations or perpetrate hoaxes regarding school safety.	

Text	Editorial Notes
• Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence. • Throw objects that can cause bodily injury or property damage. • Discharge a fire extinguisher without valid cause.	
Miscellaneous Offenses	
Students shall not: • Violate dress and grooming standards as communicated in the Student Handbook.	State law prohibits a school district dress code or grooming policy, including a student dress code or grooming policy for any extracurricular activity, from discriminating against a hair texture or protective hairstyles commonly or historically associated with race. The bill does not define "protective hairstyle", but specifies these hairstyles include braids, locks, and twists. Information relating to student dress code is located in the Model Student Handbook. Review the district's dress code and revise as needed.
• Engage in academic dishonesty, which includes cheating or copying the work of another student, unauthorized use of artificial intelligence, plagiarism, and unauthorized communication between students during an examination.	The provision addressing cheating has been broadened to reference academic dishonesty and provide examples to align with policy EIA(LOCAL). A reference to the unauthorized use of artificial intelligence has been included as an example of academic dishonesty.
• Gamble. • Falsify records, passes, or other school-related documents.	

Text	Editorial Notes
• Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities. • Repeatedly violate other communicated campus or classroom standards of conduct. The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.	

Text	Editorial Notes
Discipline Management Techniques	
Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.	Adjust the discipline management techniques as appropriate for your district. A variety of techniques may be used for violations of campus rules, classroom rules, or the Code of Conduct, subject to the prohibition on certain aversive techniques listed below. State law prohibits districts from placing students who are homeless or in a grade level below grade 3 in out-of-school suspension, except in limited circumstances. If the district is going to implement a positive behavior program as a disciplinary alternative for these students, the details of the program can be added to this section of the Code of Conduct.
First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette	
An appropriate administrator may place a student in a disciplinary alternative education program for the first-time offense of possession or use of a nicotine delivery product or e-cigarette, as defined by Section 161.081, Health and Safety Code. If a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under Education Code 37.008, the student shall be placed in in-school suspension for a period of at least 10 school days.	This is a new requirement from **HB 6.**

Text	Editorial Notes
Students with Disabilities	
The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL). In accordance with the Education Code, a student who receives special education services may not be disciplined in a manner that results in a change to the student's educational placement for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists [see **Glossary**] until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct. In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.	The *Model* does not include federal and state requirements for the discipline of students receiving special education services. Please note, however, that Education Code 37.001 addresses the discipline of a student receiving special education services for bullying, harassment, or making hit lists and requires the district to consider a disability that substantially impairs a student's capacity to appreciate the wrongfulness of the student's conduct. In addition, Education Code 37.004 addresses disciplinary placement procedures for students with disabilities. If a district takes disciplinary action that constitutes a change of placement for a student with a disability, Section 37.004 requires the district to, no later than ten school days after the change in placement: (1) seek consent from the parent to conduct a functional behavioral assessment (FBA) if the student has never had an FBA or the existing FBA is more than one year old, (2) review any previous FBAs and/or behavior intervention or improvement plans (BIPs), and (3) develop a BIP or revise the existing one, as necessary. Newly revised language relating to change of placement is pursuant to **HB 6**.

Discipline Management Techniques

Text	Editorial Notes
Techniques	
The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules: • Verbal correction, oral or written. • Cooling-off time or a brief "time-out" period, in accordance with law. • Seating changes within the classroom or vehicles owned or operated by the district. • Temporary confiscation of items that disrupt the educational process. • Rewards or demerits. • Behavioral contracts. • Counseling by teachers, school counselors, or administrative personnel. • Parent-teacher conferences. • Behavior coaching. • Anger management classes. • Mediation (victim-offender). • Classroom circles. • Family group conferencing.	Many of the listed discipline techniques can be used as part of a progressive intervention program, including alternative or restorative practices. Modify the list as appropriate to reflect district practice. Time-out that prevents a student from being involved in and progressing appropriately in the required curriculum or an applicable individualized education program (IEP), including isolating the student by the use of physical barriers, is considered a prohibited aversive technique as defined by Education Code 37.0023.
• Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.	Grade reductions must be consistent with district grading guidelines.
• Detention, including outside regular school hours.	Be sure to confirm transportation arrangements prior to a student completing detention outside of regular school hours. See FO(LOCAL).

Text	Editorial Notes
• Sending the student to the office, another assigned area, or to in-school suspension (ISS).	State law limiting placement in out-of-school suspension to three days does not apply to placement in ISS. **HB 6** provides that there is no limit on the number of days a student may be assigned to ISS. However, the principal or other appropriate administrator must review the ISS assignment at least once every 10 school days to determine the educational progress of the child and whether continued assignment to ISS is appropriate. If they determine it is appropriate, they must document that decision. For more information, see FOB(LEGAL).
• Assignment of school duties, such as cleaning or picking up litter. • Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.	
• Penalties identified in student organizations' extracurricular standards of behavior.	Principals, the superintendent, or the board may approve extracurricular standards of behavior developed by sponsors and coaches of extracurricular activities. The activities may have higher standards than the Code of Conduct. Students may be denied participation in an activity for violating the extracurricular standards of behavior. Refer to FO(LOCAL) for the district's extracurricular standards of behavior and FM(LOCAL) for local policy on absences and extracurricular activities. In light of numerous legal challenges to various aspects of stricter standards as a condition of participation, we recommend that extracurricular codes be in writing and signed by the students and their parents.

Text	Editorial Notes
• Restriction or revocation of district transportation privileges.	A student's transportation privileges may generally be restricted or revoked due to misconduct. However, the district may be required to provide transportation for a student with disabilities during a disciplinary placement in accordance with state and federal law.
• School-assessed and school-administered probation.	
• Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use.	Coordinate with FO(LOCAL). Districts that permit the use of corporal punishment must honor a signed statement from a parent prohibiting the use of corporal punishment with his or her child. The parent must annually provide such a statement. Delete this item from the list if the district does not permit the use of corporal punishment.
• In-school suspension, as specified in **In-School Suspension.** • Out-of-school suspension, as specified in **Out-of-School Suspension.** • Placement in a DAEP, as specified in **Disciplinary Alternative Education Program (DAEP) Placement.** • Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses.** • Expulsion, as specified in **Expulsion.** • Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district. • Other strategies and consequences as determined by school officials.	

Text	Editorial Notes
Prohibited Aversive Techniques	
Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include: • Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL)] • Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks. • Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face. • Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility. • Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse. • Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint. • Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face. • Restricting the student's circulation. • Securing the student to a stationary object while the student is standing or sitting. • Inhibiting, reducing, or hindering the student's ability to communicate. • Using chemical restraints. • Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.	Education Code 37.0023 prohibits a district employee, volunteer, or independent contractor from using aversive techniques or causing aversive techniques to be used on a student. However, this provision does not prohibit a teacher from removing a student from class under Education Code 37.002. Delete the reference to corporal punishment in the first bullet if your district's FO(LOCAL) does not permit the use of corporal punishment.

Text	Editorial Notes
• Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).	
Notification	
The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of Education Code 37.0012(d). A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice. Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.	Education Code 37.0012(d) requires the CBC to promptly notify a student's parent regarding student discipline for ISS, out-of-school suspension, placement in a DAEP or JJAEP, expulsion, or when a student is taken into custody.
Parental Involvement	
The principal, campus behavior coordinator, or other appropriate administrator shall notify the parent of or person standing in parental relation to a student who has been placed in a disciplinary alternative education program (DAEP) or expelled of the parent's or person's right to request a behavioral agreement that specifies the responsibilities of the parent or person and student. The behavioral agreement must specify the responsibilities of the student and parent/guardian. If followed, the agreement may result in a reduced disciplinary placement period, as outlined in the agreement. Reduction in the disciplinary placement period does not entitle the student to different disciplinary placement. The decision to reduce, revoke, or amend the disciplinary placement period is	Choose which statement applies regarding the district's choice regarding adopting a policy for parental involvement in student disciplinary placements in accordance with **HB 6.** The commissioner will adopt a model behavioral agreement for school districts to use as a guideline.

Text	Editorial Notes
at the sole discretion of the school administration. Compliance with the agreement is required for the reduction to remain valid. ***[OR]*** The district has not adopted a policy for parental involvement in school disciplinary placements under Education Code 37.0014.	
Appeals	
Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at ***[insert URL].***	**SB 12** requires districts to post grievance forms on the district website and make them available upon request at district facilities.
The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).	

Text	Editorial Notes
Removal from the School Bus	
A bus driver may refer a student to the principal's office or the CBC's office to maintain effective discipline on the bus. The principal or CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges. To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.	Education Code 37.0022 authorizes a bus driver to refer a student to the appropriate administrator to maintain effective discipline on the bus. The administrator is required to utilize appropriate discipline management techniques as detailed in the district's Code of Conduct.

Text	Editorial Notes
Removal from the Regular Educational Setting	
In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.	The *Model* clarifies the specific statutory duties or responsibilities of the CBC and those of other district administrators, which may or may not include the CBC.
Routine Referral	
A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.	For a routine referral, the CBC may employ one of the discipline management techniques listed. If a teacher repeatedly refers a student to the office for misconduct, the CBC must alert the student's parent to the recurring misconduct and the possibility of placement in a DAEP if documented misconduct continues.
Formal Teacher Removal	
A teacher may initiate a formal removal from class if: 1. A student's behavior ~~has been documented by~~repeatedly interferes with ~~the teacher as repeatedly interfering with~~ the teacher's ability to teach the class or with other students' ability to learn.~~; or~~ 2. ~~The~~ A student demonstrates behavior that is ~~so~~ unruly, disruptive, or abusive ~~that~~ toward the teacher, another adult, or ~~cannot teach, and the~~another student~~s~~ in the classroom~~ cannot learn.~~. 3. A student engages in conduct that constitutes bullying, as defined by Education Code 37.0832.	**HB 6** changes the standards for teacher removals and clarifies that teacher removals can result from a single incident of student behavior. **HB 6** requires that the removing teacher should have an opportunity to participate in the conference.

Text	Editorial Notes
A teacher, CBC, or other appropriate administrator must notify a parent or person standing in parental relation to the student of the formal removal. A teacher may remove a student from class based on a single incident of behavior. Within three school days of the formal removal, the CBC or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator. At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations. When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC or other administrator may place the student in: • Another appropriate classroom. • ISS. • Out-of-school suspension. • DAEP. A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.	
Returning a Student to the Classroom	
A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's written consent. A student who has been formally removed by a teacher for any other conduct may not be returned to the teacher's class without the teacher's written consent unless the placement review committee determines that the teacher's class is the best or only alternative, and not later than the third class day after the day the student was removed from class, a conference in which the teacher was	**HB 6** provides that a model return to class plan will be adopted by the commissioner for use by a school district. A return to class plan must be created before or at the conference. A plan created before the conference must be discussed at the conference.

Text	Editorial Notes
provided an opportunity to participate has been held. The student may not be returned to the teacher's class unless the teacher provides written consent for the student's return or a return to class plan has been prepared for that student.	
Appeals of Formal Teacher Removals	
A student may appeal the teacher's removal of the student from class to the school's placement review committee or the campus's threat assessment and safe and supportive school team, in accordance with a district policy providing for such an appeal to be made to this team.	**HB 6** allows a district to choose whether or not they have a process for students to appeal to the school's placement review committee. Policy language will be included in Update 126

Text	Editorial Notes
In-School Suspension	
An in-school suspension is not subject to any time limit. A school's principal or other appropriate administrator shall review the in-school suspension of a student at least once every 10 school days after the date of the suspension begins to evaluate the educational progress of the student and to determine if continued in-school suspension is appropriate. During in-school suspension, a student shall receive appropriate behavioral support services and comparable educational services as the student would receive in the classroom. If the student receives special education services, the student must continue to receive special education and related services specified in the student's individualized education program (IEP) and continue to have an opportunity to progress in the general curriculum. [See **First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette** for limitations to the general rule.]	**HB 6** clarified provisions related to in-school suspension.
Process	
Before being suspended, a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision. The CBC shall determine the number of days of a student's suspension.	
In deciding whether to order in-school suspension, the CBC shall take into consideration: 1. Self-defense [see **Glossary**]; 2. Intent or lack of intent at the time the student engaged in the conduct; 3. The student's disciplinary history;	

Text	Editorial Notes
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct; 5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or 6. A student's status as homeless. The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.	

Text	Editorial Notes
Out-of-School Suspension	
Misconduct	
Students may be suspended for behavior listed in the Code of Conduct as a general conduct violation, DAEP offense, or expellable offense. The district shall not use out-of-school suspension for students ~~in grade 2 or below~~below grade 3 unless the conduct meets the requirements established in law. A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in: • Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05; • Conduct that threatens the immediate health and safety of other students in the classroom~~contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code~~; ~~or~~ • Documented conduct that results in repeated or significant disruption to the classroom; or • Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law. The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.	Recommended adjustments have been made based on changes in **HB 6.** Districts may add to the list of offenses for which students may be suspended or removed to a DAEP, but all such offenses must be listed and defined in the Code of Conduct. Education Code 37.005 prohibits a district from placing in out-of-school suspension a student who is homeless unless the student engages in certain conduct. Chapter 37 allows for the CBC to work with the homeless liaison to find an appropriate alternative for the student.

Text	Editorial Notes
Process	
State law allows a student to ~~be suspended~~ be assigned to out-of-school suspension for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year. Before being suspended a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision. The CBC shall determine the number of days of a student's suspension, not to exceed three school days.	Chapter 37 does not limit the number of times a student can be suspended in a semester or year. A district may be challenged, however, if it suspends a student so frequently that the suspension has the effect of depriving a student of the right to an education.
In deciding whether to order out-of-school suspension, the CBC shall take into consideration: 1. Self-defense [see Glossary]; 2. Intent or lack of intent at the time the student engaged in the conduct; 3. The student's disciplinary history; 4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct; 5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or 6. A student's status as homeless. The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.	Chapter 37 requires the CBC to consider these mitigating factors when making decisions about suspension.
Alternative Assignment	
A parent or person standing in parental relation to the student may submit a written request to the principal or other appropriate administrator to reassign a student placed in out-of-school suspension. The parent or person standing in parental relation to the student must provide information and	**HB 6** provides for alternative placement with sufficient documentation and may only be used in extenuating circumstances and not used as a

Text	Editorial Notes
documentation that they are unable to provide suitable supervision for the student during school hours during the period of the suspension. It is the sole discretion of the principal or other appropriate administrator to reassign the student placed in out-of-school suspension.	routine replacement for out-of-school suspension. The district shall maintain the information and documentation of each assignment to include the parent's or person's request and the reason for the parent's or person's unavailability.
Coursework During Suspension	
The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet. A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.	

Disciplinary Alternative Education Program (DAEP) Placement

Text	Editorial Notes
Disciplinary Alternative Education Program (DAEP) Placement	
The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.	
For purposes of DAEP, elementary classification shall be kindergarten-grade 5 and secondary classification shall be grades 6-12. ***[OR]*** For purposes of DAEP, elementary classification shall be kindergarten-grade 6 and secondary classification shall be grades 7-12.	As required by 19 Administrative Code 103.1201(h)(1), the district must separate elementary students from secondary students in the DAEP setting and must designate through policy the district's grade configuration for elementary and secondary. Choose one of the two options or adjust the grade levels as necessary.
Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students. ***[OR]*** Summer programs provided by the district shall serve students assigned to a DAEP separately from those students who are not assigned to the program.	The Administrative Code also requires districts to designate through policy whether the district's summer programs will serve DAEP students with other students. Choose one option, depending on whether DAEP students attend summer programs with other students.
A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.	
In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration: 1. Self-defense [see **Glossary**]; 2. Intent or lack of intent at the time the student engaged in the conduct; 3. The student's disciplinary history;	Throughout the *Model,* we have noted when a particular action or decision is the statutory responsibility of the CBC.

Disciplinary Alternative Education Program (DAEP) Placement

Text	Editorial Notes
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct; 5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or 6. A student's status as homeless.	
Discretionary Placement: Misconduct That May Result in DAEP Placement	
A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code of Conduct. ***[OR]*** A student may be placed in a DAEP for the following conduct violations:	Choose between referring to the list in the General Conduct Violations section as behaviors that may result in placement or create a list of behaviors that the district has decided warrant DAEP placement and delete the other option.
Misconduct Identified in State Law	
In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses: • Engaging in bullying that encourages a student to die by ~~commit or attempt to commit~~ suicide. • Inciting violence against a student through group bullying. • Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent. • Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. [see **Glossary**]	Language regarding death by suicide has been updated as recommended by mental health professionals.
• Involvement in criminal street gang activity. [see **Glossary**]	Districts experiencing gang activity should consult their school attorneys to define gang-related activity for consistent discipline.

Disciplinary Alternative Education Program (DAEP) Placement

Text	Editorial Notes
• Criminal mischief, not punishable as a felony. ***[OR]*** • Any criminal mischief, including a felony.	Criminal mischief generally constitutes a felony under Penal Code 28.03 if the property damage meets or exceeds $2,500. The district must decide whether to make this an offense for which a student will be placed in a DAEP or expelled. If the felony is retained here, delete the text on **Discretionary Expulsion: Misconduct That May Result in Expulsion.**
• Assault (no bodily injury) with threat of imminent bodily injury. • Assault by offensive or provocative physical contact.	A student is subject to mandatory DAEP placement for engaging in assault with bodily injury under Penal Code 22.01(a)(1) on or within 300 feet of district property or while attending a school-related activity. If the district will place a student in a DAEP for assault that does not result in bodily injury, such as assault with threat of imminent bodily injury under Penal Code 22.01(a)(2) or assault of an offensive or provocative nature under Penal Code 22.01(a)(3), the misconduct should be listed here.
• Engages in conduct that contains the elements of the offense of disruptive activities under Education Code 37.123. • Engages in conduct that contains the elements of the offense of disruption of classes under Education Code 37.124. • Possesses or uses an e-cigarette, as defined by Section 161.081,Health and Safety Code, except that if a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under Education Code 37.008, the	Revision pursuant to **HB 6**.

Text	Editorial Notes
student shall be placed in in-school suspension for a period of at least 10 school days. See **First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette** for additional information.	
In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief [see **Glossary]** that the student engaged in conduct punishable as a felony~~, other than aggravated robbery or those listed as offenses in Title 5 (see Glossary) of the Penal Code,~~ that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process. Aggravated robbery or felonies listed as offenses in Title 5 [see **Glossary**] of the Penal Code are punishable as mandatory expulsions.	The Education Code requires a superintendent to consider information included in the notification from law enforcement of a student's arrest in determining whether there is a reasonable belief that the student engaged in conduct constituting a felony offense. However, in accordance with Education Code 37.006(e), additional information requested by the superintendent or designee from law enforcement for the purpose of creating a threat assessment or safety plan for the student cannot be used to determine whether there is a reasonable belief that the student engaged in a felony offense for discipline purposes. Revisions to this section are the result of **HB 6**.
The CBC **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.	Throughout the *Model,* we have noted when a particular action or decision is the statutory responsibility of the CBC.
Mandatory Placement: Misconduct That Requires DAEP Placement	
A student **must** be placed in a DAEP if the student:	
• Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. [see **Glossary**]	If the district decides that it will always expel for conduct relating to false alarm, report, or terroristic threat, delete the text here in favor of the text in the section on **Expulsion.** This

Text	Editorial Notes
	includes behaviors such as calling in a bomb threat or pulling a fire alarm without cause. A district may want to list bomb threats as an expellable offense and the pulling of a fire alarm as a DAEP placement. The district may also want to take age and grade level into consideration when determining consequences. If a district receives a bomb threat or terroristic threat involving a facility where students are present, Education Code 37.113 requires providing notice "as soon as possible" to parents of students who are assigned to or who regularly use the facility.

• Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  • Engages in conduct punishable as a felony.
  • Commits an assault [see **Glossary**] under Penal Code 22.01(a)(1).	

• Except as provided by Education Code 37.007(a)(3), sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. [School-related felony drug offenses are addressed in **Expulsion**.] [See **Glossary** for "under the influence," "controlled substance," and "dangerous drug."] • Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. • Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.	State law requires mandatory placement in a DAEP for selling, giving, delivering, possessing, using, or being under the influence of marijuana, THC, or e-cigarettes within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property. A district is prohibited from enacting, adopting, or enforcing a rule or regulation that prohibits the possession of low-THC cannabis as authorized by The Texas Compassionate Use Act, Chapter 487 of the Health and Safety Code, which

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Text	Editorial Notes
• Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals. • Sells, gives, or delivers to another person ~~or possesses or uses~~ an e-cigarette, as defined by Section 161.081, Health and Safety Code. • Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. [see **Glossary**]	permits prescriptions for low-THC cannabis in limited circumstances. If a student has a prescription, any possession or use of low-THC cannabis should not be considered a violation of the adjacent text. Follow the district's policies and procedures for prescription medications. [See FFAC and FFAF.] **HB 6** removes mandatory DAEP placement for possession or use of e-cigarettes. It also clarifies that a felony offense is also a mandatory expulsion.
• Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code sections 42.07(a)(1), (2), (3), or (7)	Education Code 37.006 requires the district to place a student in a DAEP if the student engages in certain forms of harassment against an employee while on or within 300 feet of school property or while attending a school-sponsored or school-related activity on or off school property. Although **HB 1427** expanded the definition of harassment under Penal Code 42.07, the new law made no change to the types of harassment against a school employee that are subject to mandatory DAEP placement under Chapter 37.
• Engages in expellable conduct and is six to nine years of age.	The law regarding students under the age of 10 is as follows: • Students under age six cannot be placed in a DAEP unless they commit a federal firearms offense. • Students between six and nine years of age who commit expellable offenses listed in

Disciplinary Alternative Education Program (DAEP) Placement

Text	Editorial Notes
	Education Code 37.007 may not be expelled and must be placed in a DAEP. • Elementary students cannot be placed in a DAEP with students not in elementary school.
• Commits a federal firearms violation and is younger than six years of age. • Engages in conduct that contains the elements of the offense of retaliation under Penal Code 36.06 against any school employee or volunteer on or off school property. ~~(Committing retaliation in combination with another expellable offense is addressed in Expulsion.)~~	Text removed to match statutory language.
• Engages in conduct that contains the elements of harassment under Penal Code 42.07 against any school employee or volunteer on or off of school property.	This is a change from **HB 6**.
• ~~Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 [see Glossary]~~	**HB 6** necessitated this revision.
The student receives deferred prosecution [see **Glossary**], or a court or jury finds that the student has engaged in delinquent conduct [see **Glossary**], or the superintendent or designee has a reasonable belief [see **Glossary**] under Section 53.03, Family Code, for conduct defined as any of the following offenses under the Penal Code: 1. A felony offense under Title 5; 2. The offense of deadly conduct under Section 22.05; 3. The felony offense of aggravated robbery under Section 29.03; 4. The offense of disorderly conduct involving a firearm under Section 42.01(a)(7) or (8); or 5. The offense of unlawfully carrying weapons under Section 46.02, except for an offense punishable as a Class C misdemeanor under that section. ~~7. A court or jury finds that the student has engaged in delinquent conduct (see **Glossary**), or~~ ~~The superintendent or designee has a reasonable belief (see Glossary) that the student engaged in the conduct.~~	Revisions in **HB 6** necessitated revisions to this section, which has also been restructured for clarity.

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Text	Editorial Notes
Sexual Assault and Campus Assignments	
A student shall be transferred to another campus if: • The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and • The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.	
Process	
Removals to a DAEP shall be made by the CBC.	As noted above, Chapter 37 of the Education Code clarifies that the CBC is the person with the authority to place a student in a DAEP.
Conference	
When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher. At the conference, the CBC or appropriate administrator shall provide the student: • Information, orally or in writing, of the reasons for the removal; • An explanation of the basis for the removal; and • An opportunity to respond to the reasons for the removal.	State law makes clear that conference provisions in Education Code 37.009(a) apply to all removals for mandatory placement in a DAEP under Education Code 37.006(a). FOC(EXHIBIT), found in the *Regulations Resource Manual,* provides a sample notice of a removal conference.

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Text	Editorial Notes
Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.	
Consideration of Mitigating Factors	
In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration: 1. Self-defense [see **Glossary**]; 2. Intent or lack of intent at the time the student engaged in the conduct; 3. The student's disciplinary history; 4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct; 5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or 6. A student's status as homeless.	Throughout the *Model,* we have noted when a particular action or decision is the statutory responsibility of the CBC.
Placement Order	
After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent. Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code. If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.	State law amends Chapter 37 to require the district to provide information to a student's parent about the process for requesting a full individual and initial evaluation of the student for purposes of special education services when a student is placed for a mandatory DAEP offense. FOC(EXHIBIT), found in the *Regulations Resource Manual,* provides sample placement orders.

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Text	Editorial Notes
DAEP at Capacity	
If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement. If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.	State law states when a DAEP is at capacity, a student who engaged in conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical must be placed in ISS until the student can be transferred to a DAEP if space becomes available before the expiration of the period of the placement. In addition, when a DAEP is at capacity, a student in a DAEP for conduct related to marijuana, THC, e-cigarette, alcohol, or an abusable volatile chemical **may** be moved to ISS to create space for a student who engaged in violent conduct. If space becomes available, the removed student must be returned to a DAEP to complete the period of the placement.
Coursework Notice	
The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal, and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.	Education Code 37.008 requires districts to ensure parents are properly informed about their child's options for completing coursework while in DAEP.
Length of Placement	
The CBC shall determine the duration of a student's placement in a DAEP.	Throughout the *Model,* we have noted when a particular action or decision is the statutory responsibility of the CBC.

Disciplinary Alternative Education Program (DAEP) Placement

Text	Editorial Notes
The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.	
The maximum period of DAEP placement shall be one calendar year, except as provided below.	Districts are required to have guidelines for setting the term of a DAEP placement. The length of placement may be for as few as three days or as long as one year. Districts may list categories of offenses or individual offenses or may list one year as the maximum for any offense. The district may also choose to specify the length of a placement for a student who repeats an offense.
Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.	FOC(EXHIBIT), found in the *Regulations Resource Manual,* prompts districts to clarify whether placements are for calendar days or school days and whether absences count towards the total days assigned in the placement order. Align this statement with the district's practice.
The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.	The Administrative Code requires districts to have procedures for administering academic assessments to students assigned to a DAEP for a period of 90 days or longer upon initial placement and subsequently on the date of release, or as near that date as possible.
Exceeds One Year	
Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.	

Disciplinary Alternative Education Program (DAEP) Placement

Text	Editorial Notes
The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.	
Exceeds School Year	
Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement. For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that: 1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or 2. The student has engaged in serious or persistent misbehavior [see **Glossary**] that violates the district's Code of Conduct.	
Exceeds 60 Days	
For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.	
Appeals	
Questions from parents regarding disciplinary measures should be addressed to the campus administration. Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at ***[insert URL].***	

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Text	Editorial Notes
Appeals shall begin at ***[insert the appropriate level of the complaint process, i.e., Level One or Level Two]*** with the ***[insert the appropriate title or position of the board's designee, i.e.,*** CBC***, principal, or superintendent].*** ***[OR]*** Appeals shall begin at Level ***[insert the level listed at FNG that applies to the board]*** with the board.	Education Code 37.009(a) allows for students to appeal a decision by a CBC or other administrator to place a student in a DAEP. The district must designate whether the appeal is to be made to the board or the board's designee by choosing the option that reflects district practice. Although this provision in the Education Code states that this appeal is final whether it is made to the board or the board's designee, TASB recommends that districts allowing an initial appeal to be made to the board's designee also allow a subsequent appeal to be made to the board as a final step, if necessary, in an effort to reduce parent and student frustration and to comply with the Texas Constitution, which extends citizens the right to be heard by a governmental body (including a school board) for redress of grievances.
The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.	Districts are not required to delay a consequence while a parent submits an appeal.
Restrictions During Placement	
State law prohibits a student placed in a DAEP for reasons specified in state law from attending or participating in school-sponsored or school-related extracurricular activities. ***[OR]*** The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.	State law prohibits students placed in a DAEP for reasons listed in Education Code 37.006 from attending or participating in school-sponsored or school-related extracurricular or cocurricular activities during the period of placement (option 1). The district can expand that prohibition to include placement in a DAEP for locally defined reasons (option 2). Choose the appropriate option.

Disciplinary Alternative Education Program (DAEP) Placement

Text	Editorial Notes
A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's IEP or Section 504 plan. ***[OR]*** The district shall provide transportation to students in a DAEP.	A student's transportation privileges may be taken away or restricted. However, the removal of transportation privileges from students with disabilities must be consistent with state and federal law.
For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order. ***[OR]*** For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the placement in the program shall continue through graduation, and the student shall not be allowed to participate in the graduation ceremony and related graduation activities.	The Education Code prohibits students placed in a DAEP for certain reasons from participating in school-sponsored or school-related activities. Districts should decide and communicate clearly to parents and students whether a DAEP placement in the second semester ends on the last day of instruction, allowing a student to participate in the graduation ceremony and related activities, or whether the student will not be allowed to participate in the graduation ceremony and related activities.
Placement Review	
A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.	
Additional Misconduct	
If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.	Throughout the *Model,* we have noted when a particular action or decision is the statutory responsibility of the CBC.

Disciplinary Alternative Education Program (DAEP) Placement

Text	Editorial Notes
Notice of Criminal Proceedings	
When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if: 1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication [see **Glossary**], or deferred prosecution will be initiated; or 2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice. If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review. After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers. The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings. If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.	

Disciplinary Alternative Education Program (DAEP) Placement

Text	Editorial Notes
Withdrawal During Process	
When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.	Throughout the *Model,* we have noted when a particular action or decision is the statutory responsibility of the CBC.
Newly Enrolled Students	
The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state. ***[OR]*** The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state. The district may place the student in the district's DAEP or a regular classroom setting. ***[OR]*** The district shall place a student who enrolls in the district and was previously assigned to a DAEP in an open-enrollment charter school or another district including a district in another state, directly into a regular classroom setting.	Choose one of the three options. The district may place a student enrolling from an open-enrollment charter school or another district in DAEP if the student was in the school's DAEP, and a copy of the placement order is provided to the district. The district may place an enrolling student who was in a DAEP in another state in the district's DAEP if the student's placement would also have been a DAEP placement in the receiving district, and the sending district provides a copy of the placement order.
When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.	

Disciplinary Alternative Education Program (DAEP) Placement

Text	Editorial Notes
State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees, or if the extended placement is in the best interest of the student.	If a student was placed in a DAEP in another state for more than one year and the enrolling district continues the placement under Education Code 37.008(j), the enrolling district shall reduce the period of placement so that the aggregate period does not exceed one year unless the enrolling district determines that: 1. The student is a threat to the safety of other students or to district employees; or 2. Extended placement is in the best interest of the student.
Emergency Placement Procedure	
When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.	A principal or principal's designee can order an immediate DAEP placement of a student in accordance with Education Code 37.019.
Transition Services	
In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.	Education Code 37.023 requires the DAEP administrator to provide the administrator of the campus where the student is returning with information about the student's progress while in the alternative setting, including an assessment of academic growth and results of any assessments given to the student. No later than five instructional days after the student is released back to the campus, the campus administrator must develop a personalized

Text	Editorial Notes
	transition plan for the student by working with campus personnel. State law requires the district to provide to a student's parent or person standing in parental relation to the student the process for requesting a full individual and initial evaluation of the student for purposes of special education services as part of the student's personalized transition plan. FOCA(EXHIBIT), found in the *Regulations Resource Manual,* provides a sample plan for a student's transition back to the regular educational setting from a DAEP.

Placement and/or Expulsion for Certain Offenses

Text	Editorial Notes
Placement and/or Expulsion for Certain Offenses	
This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.	
Registered Sex Offenders	
Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.	Subchapter I of Chapter 37 addresses the placement of registered sex offenders. The district is required to remove a student from the regular classroom and determine the appropriate placement when the district receives notice under Article 15.27 or Chapter 62, Code of Criminal Procedure, that the student is currently required to register as a sex offender. The law also requires a particular composition of the review committee and for the board or its designee to make certain determinations in order to reverse the committee's recommendation.
If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester. If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence: 1. Threatens the safety of other students or teachers; 2. Will be detrimental to the educational process; or 3. Is not in the best interests of the district's students.	

Text	Editorial Notes
Review Committee	
At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation. The placement review of a student with a disability who receives special education services must be made by the ARD committee.	
Newly Enrolled Students	
If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.	
Appeal	
A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.	
~~**Certain Felonies**~~	
~~Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **Glossary**) of the Penal Code. The student must have:~~	Relocated text to after Mandatory Expulsion: Misconduct That Requires Expulsion for clarity.

Placement and/or Expulsion for Certain Offenses

Text	Editorial Notes
• Received deferred prosecution for conduct defined as aggravated robbery or a offense; • Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a offense; • Been charged with engaging in conduct defined as aggravated robbery or a offense; • Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a offense; or • Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a offense. The district may expel the student and order placement under these circumstances regardless of: 1. The date on which the student's conduct occurred, 2. The location at which the conduct occurred, 3. Whether the conduct occurred while the student was enrolled in the district, or Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.	
Hearing and Required Findings	
The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom: 1. Threatens the safety of other students or teachers, 2. Will be detrimental to the educational process, or 3. Is not in the best interest of the district's students. Any decision of the board or the board's designee under this section is final and may not be appealed.	

Placement and/or Expulsion for Certain Offenses

Text	Editorial Notes
~~**Length of Placement**~~	
~~The student is subject to the placement until:~~ ~~1. The student graduates from high school,~~ ~~2. The charges are dismissed or reduced to a misdemeanor offense, or~~ ~~The student completes the term of the placement or is assigned to another program.~~	
~~**Placement Review**~~	
~~A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.~~	
~~**Newly Enrolled Students**~~	
~~A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.~~	

Text	Editorial Notes
Expulsion	
In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration: 1. Self-defense [see **Glossary**]; 2. Intent or lack of intent at the time the student engaged in the conduct; 3. The student's disciplinary history; 4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct; 5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or 6. A student's status as homeless.	Chapter 37 requires a CBC to consider these mitigating factors when making decisions about expulsion.
Discretionary Expulsion: Misconduct That May Result in Expulsion	
Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. [see **Disciplinary Alternative Education Program (DAEP) Placement**]	
Any Location	
A student **may** be expelled for: • Engaging in bullying that encourages a student to ~~commit or attempt to commit~~ die by suicide. • Inciting violence against a student through group bullying. • Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.	Language regarding death by suicide has been updated as recommended by mental health professionals. Assault against a school employee or volunteer is now a mandatory expulsion pursuant to **HB 6**.

Text	Editorial Notes
• ~~Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.~~	
• Criminal mischief, if punishable as a felony.	According to Penal Code 28.03, criminal mischief that results in damage to property of $2,500 or more is generally punishable as a felony. The district must decide whether to make this an offense for which a student will be placed in a DAEP or expelled. If the **Discretionary Placement: Misconduct That May Result in DAEP Placement** text regarding criminal mischief that includes a felony was retained as a DAEP placement, it should be deleted here.

• ~~Engaging in conduct that contains the elements of one of the following offenses against another student:~~
  ◦ ~~Aggravated assault.~~
  ◦ ~~Sexual assault.~~
  ◦ ~~Aggravated sexual assault.~~
  ◦ ~~Murder.~~
  ◦ ~~Capital murder.~~
  ◦ ~~Criminal attempt to commit murder or capital murder.~~
  ◦ ~~Aggravated robbery.~~
• Breach of computer security. [see **Glossary**]
	HB 6 necessitated these deletions because they are now mandatory expulsions.

• Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.	If the district decides the offenses of making a false alarm or report or a terroristic threat should result only in a DAEP placement, delete the text here in favor of the text at **Mandatory Expulsion: Misconduct That Requires**

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	Expulsion. The minimum punishment for a student who makes a false alarm or report or a terroristic threat involving a public school is placement in a DAEP. This includes calling in a bomb threat or pulling a fire alarm without cause. Districts may also expel for these offenses. A district may choose to list bomb threats as an expellable offense and the pulling of a fire alarm as a DAEP placement. If so, list the offenses under the appropriate category.
At School, Within 300 Feet, or at a School Event	
A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:	
• Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, unless the conduct is punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. [See **Glossary** for "under the influence."] • Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol. • Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.	Districts should decide if offenses involving non-felony amounts of marijuana, THC, alcohol, or abusable volatile chemicals are going to be expellable offenses or mandatory DAEP placements in the district. If the board decides not to expel for these offenses, the three highlighted bulleted items will need to be adjusted to remove offenses for which the district does not wish to expel. Non-felony amounts of controlled substances and dangerous drugs remain discretionary expulsions. If the district wishes to expel for non-felony amounts of controlled substances or dangerous drugs, the two items in the first bullet need to be retained. A district is prohibited from enacting, adopting, or enforcing a rule or regulation that prohibits the

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	possession of low-THC cannabis as authorized by The Texas Compassionate Use Act, Chapter 487 of the Health and Safety Code, which permits prescriptions for low-THC cannabis in limited circumstances. If a student has a prescription, any possession or use of low-THC cannabis should not be considered a violation of the adjacent text. Follow the district's policies and procedures for prescription medications. [See FFAC and FFAF.] The Penal Code includes the possession, manufacture, or delivery of LSD, salts, isomers, and salts of isomers in the list of offenses with enhanced penalties if committed within 1,000 feet of district premises.
• ~~Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.~~	Assault against an employee is now a mandatory expulsion pursuant to **HB 6**.
• Engaging in deadly conduct. [see **Glossary**]	
Within 300 Feet of School	
A student may be expelled for possession of a firearm, as defined by federal law, while within 300 feet of school property, as measured from any point on the school's real property boundary line. ~~A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:~~ ~~• Aggravated assault, sexual assault, or aggravated sexual assault.~~ ~~• Arson. (See **Glossary**.)~~ ~~• Murder, capital murder, or criminal attempt to commit murder or capital murder.~~	The deleted text are infractions that are now mandatory expulsions pursuant to **HB 6.**

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~~• Indecency with a child.~~ ~~• Aggravated kidnapping.~~ ~~• Manslaughter.~~ ~~• Criminally negligent homicide.~~ • ~~Aggravated robbery.~~	
• ~~Continuous sexual abuse of a young child or disabled individual.~~	
~~Felony controlled substance or dangerous drug offenses, not including THC.~~ ~~• Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **Glossary**.)~~ ~~• Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **Glossary**.)~~ • ~~Possession of a firearm, as defined by federal law. (See **Glossary**.)~~	
Property of Another District	
A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.	
While in a DAEP	
A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means: 1. Deliberate violent behavior that poses a direct threat to the health or safety of others;	A district cannot expel a student from a DAEP for "serious or persistent misbehavior." Prior to expelling a student assigned to a DAEP, district personnel must document instances of a student's "serious misbehavior," as defined by law, as well as attempted intervention actions.

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2. Extortion, meaning the gaining of money or other property by force or threat; 3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or 4. Conduct that constitutes the offense of: a. Public lewdness under Penal Code 21.07; b. Indecent exposure under Penal Code 21.08; c. Criminal mischief under Penal Code 28.03; d. Hazing under Education Code 37.152; or e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.	Additionally, districts located in counties that operate JJAEPs may place a student in the JJAEP if the student engages in documented serious misbehavior. State law eliminates the requirement that a report of hazing be made in writing.
Mandatory Expulsion: Misconduct That Requires Expulsion	
A student **must** be expelled under federal or state law for any of the following offenses that occur ~~on school property or while attending a school-sponsored or school-related activity~~ on or off school property.	Revision pursuant to **HB 6.**
Under Federal Law	
Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. [see **Glossary**]	These provisions referencing federal law add detail from the federal Gun Free Schools Act, including how the term "school" is defined and the exceptions for lawfully stored firearms in a locked vehicle or firearms used in district activities. The district must expel a student for a period of one calendar year if the student brings to school a firearm, as defined by federal law. [See FNCG(LEGAL).] The superintendent may decide on a case-by-case basis to modify the length of expulsion. The district may provide educational services to expelled students age ten or older in

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	the DAEP; the district must provide services to students age nine and younger in the DAEP. [See FOD(LEGAL).]
Note*:* Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.	
Under the Penal Code	
• Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:	
• A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. [see **Glossary**] *Note*: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]	Education Code 37.007(k) creates an exception to expulsion for using or possessing firearms under the listed circumstance.
• A location-restricted knife, as defined by state law. [see **Glossary**]	Education Code 37.007(a) references Penal Code Sections 46.02 and 46.05 for the offenses of unlawfully carrying weapons and prohibited weapons thereby removing the option for a district to expand the definition of "location-restricted knife" to include any knife, including a pocketknife, for purposes of mandatory expulsion.
• Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. [see **Glossary**]	**HB 6** adds kidnapping under Penal Code Section 20.03 and burglary or robbery under Sections 30.02 and 29.02.

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• Engages in conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125.
• Behaving in a manner that contains elements of the following offenses under the Penal Code:
  • Aggravated assault, sexual assault, or aggravated sexual assault.
  • Arson. [see **Glossary**]
  • Murder, capital murder, or criminal attempt to commit murder or capital murder.
  • Indecency with a child.
  • Kidnapping or aggravated kidnapping.
  • Burglary, robbery or aggravated robbery.
  • Manslaughter.
  • Criminally negligent homicide.
	SB 1569 removes short barrel firearms from the definition of prohibited weapon.

• Continuous sexual abuse of a young child or disabled individual.	
• Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug. • Engaging in conduct that contains elements of assault against a school employee or volunteer. • ~~Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.~~	Revisions pursuant to **HB 6**. **HB 6** removed the mandatory expulsion requirement for retaliation against a school employee or volunteer because regardless of the motivation it is a mandatory expulsion.
Under Age 10	
When a student under the age of 10 engages in behavior that is expellable behavior, the student shall not be expelled but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.	In accordance with the Education Code, any student under 10 years of age who commits an

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	expellable offense shall be placed in a DAEP. He or she cannot be expelled from the district.
Virtual Expulsion Program	
In some circumstances, a student may be placed in a virtual expulsion program. • The school must ensure students in the program have the necessary technology and internet and must provide it if needed. • The virtual program must, as much as possible, meet the same requirements as an in-person disciplinary alternative education program (DAEP). • The student's placement must be reviewed every 45 school days. • If an in-person spot becomes available, the school should plan the student's return to in-person learning. • If continued virtual placement is appropriate, the school must document the decision.	**HB 6** adds a virtual expulsion program if the juvenile justice alternative education program (JJAEP) rejects or releases the student early, or the school district is in a county without a JJAEP and doesn't contract with one in another county.
Consideration of Virtual Education as Alternative to Expulsion	
Before a school district may expel a student, the district must consider the appropriateness and feasibility of, as an alternative to expulsion, enrolling the student in a full-time hybrid program, full-time virtual program, full-time hybrid campus, or full-time virtual campus. This requirement does not apply to a student expelled under Education Code 37.0081 or 37.007(a), (d), or(e).	**SB 569** sets out the considerations for virtual education as an alternative option to expulsion.
Process	
If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.	Throughout the *Model,* we have noted when a particular action or decision associated with student discipline is the statutory responsibility of the CBC.

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Until a hearing can be held, the CBC or other administrator may place the student in: • Another appropriate classroom. • ISS. • Out-of-school suspension. • DAEP.	FOD(EXHIBIT), found in the *Regulations Resource Manual,* has sample notices and forms on expulsion.
Hearing	
A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to: 1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district; 2. An opportunity to testify and to present evidence and witnesses in the student's defense; and 3. An opportunity to question the witnesses called by the district at the hearing. After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.	
The hearing shall be conducted by the board of trustees, and the decision to expel shall be made by the board. ***[OR]*** The board of trustees delegates to the ***[insert the appropriate title or position for the district]*** authority to conduct hearings and expel students.	If the board conducts all expulsion hearings, the heading and text on Board Review of Expulsion should be deleted.
Board Review of Expulsion	
After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven	If the board delegates the authority to expel a student to an administrator, include the Board

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days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision. The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee. The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.	Review of Expulsion heading and text so that a student may appeal the decision to the board.
Expulsion Order	
Before ordering the expulsion, the board or CBC shall take into consideration: 1. Self-defense [see **Glossary**]; 2. Intent or lack of intent at the time the student engaged in the conduct; 3. The student's disciplinary history; 4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct; 5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or 6. A student's status as homeless. If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student. Not later than the second business day after the hearing, the ***[insert the appropriate title or position for the district]*** shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code. If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.	Education Code 37.009(f) includes a requirement for the board or CBC to consider these mitigating factors before issuing an expulsion order.

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Length of Expulsion	
The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.	
The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.	Districts are required to have guidelines for setting the term of an expulsion. Districts may list categories of offenses or individual offenses or may list one year as the maximum for any offense.
An expulsion may not exceed one year unless, after review, the district determines that: 1. The student is a threat to the safety of other students or to district employees; or 2. Extended expulsion is in the best interest of the student.	
State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis. Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.	In accordance with the Gun Free Schools Act and Education Code 37.007(e), the superintendent is the only administrator who can modify the length of an expulsion.
Withdrawal During Process	
When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student. If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.	

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If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.	Throughout the *Model,* we have noted when a particular action or decision associated with student discipline is the statutory responsibility of the CBC.
Additional Misconduct	
If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.	
Restrictions During Expulsion	
Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.	
No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.	Common practice for most districts has been not to give academic credit during the time a student is expelled from school. However, districts in counties that have JJAEPs must provide educational services to those students in the JJAEP, in a setting provided by the district, or through a private provider. Each district should ensure that its Code of Conduct accurately reflects local decisions in this area.
Newly Enrolled Students	
The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.	Chapter 37 allows the district to enroll a student expelled from another district and make one of three placements. If decisions are to be made on

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[OR] The district shall place a newly enrolled student expelled from another district or an open-enrollment charter school directly into a DAEP until the period of the expulsion is completed. ***[OR]*** The district shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district. ***[OR]*** The district shall place a newly enrolled student expelled from another district or an open-enrollment charter school directly into a regular classroom setting.	a case-by-case basis, the criteria for the decisions must not unlawfully discriminate against a student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law.
If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if: 1. The out-of-state district provides the district with a copy of the expulsion order; and 2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling. If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that: 1. The student is a threat to the safety of other students or district employees; or 2. Extended placement is in the best interest of the student.	

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Emergency Expulsion Procedures	
When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Emergency expulsion may be ordered based on a single incident of behavior by the student. Within 10 days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.	A principal or principal's designee can order an immediate expulsion of a student in accordance with Education Code 37.019. Additional language is due to **HB 6.**
DAEP Placement of Expelled Students	
The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than 10 years of age.	
Transition Services	
In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.	Education Code 37.023 requires the DAEP administrator to provide the administrator of the campus where the student is returning with information about the student's progress while in the alternative setting, including an assessment of academic growth and results of any assessments given to the student. No later than five instructional days after the student is released back to the campus, the campus administrator must develop a personalized transition plan for the student by working with campus personnel. State law requires the district to provide to a student's parent or person standing in parental relation to the student the process for requesting a full individual and initial evaluation of the

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	student for purposes of special education services as part of the student's personalized transition plan. FOCA(EXHIBIT) and FODA(EXHIBIT), found in the *Regulations Resource Manual,* provide sample plans for a student's transition back to the regular educational setting from a DAEP or JJAEP.
Certain Felonies	This section has been relocated from Discretionary Expulsion: Misconduct That May Result in Expulsion for clarity.
Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 [see **Glossary**] of the Penal Code. The student must have: • Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense; • Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; • Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense; • Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or • Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense. The district may expel the student and order placement under these circumstances regardless of: 1. The date on which the student's conduct occurred;	Education Code 37.0081 addresses JJAEP placement in addition to DAEP and includes additional circumstances in relation to aggravated robbery or a Title 5 felony offense. Because this provision requires a hearing before placement, the district may only want to use it for offenses that are not covered elsewhere in the Code of Conduct. Throughout the *Model,* we have noted when a particular action or decision associated with student discipline is the statutory responsibility of the CBC.

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2. The location at which the conduct occurred; 3. Whether the conduct occurred while the student was enrolled in the district; or 4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.	
Hearing and Required Findings	
The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom: 1. Threatens the safety of other students or teachers; 2. Will be detrimental to the educational process; or 3. Is not in the best interest of the district's students. Any decision of the board or the board's designee under this section is final and may not be appealed.	
Length of Placement	
The student is subject to the placement until: 1. The student graduates from high school; 2. The charges are dismissed or reduced to a misdemeanor offense; or 3. The student completes the term of the placement or is assigned to another program.	

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Placement Review	
A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.	
Newly Enrolled Students	
A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.	

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Abuse is improper or excessive use. **Aggravated robbery** is defined in part by Penal Code 29.03(a) as when a person commits robbery and: 1. Causes serious bodily injury to another; 2. Uses or exhibits a deadly weapon; or 3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is: a. 65 years of age or older; or b. A disabled person. **Antisemitism** is defined by Government Code section 448.001 as a certain perception of Jews that may be expressed as hatred toward Jews. The term includes rhetorical and physical acts of antisemitism directed toward Jewish or non-Jewish individuals or their property or toward Jewish community institutions and religious facilities. Examples of antisemitism are included with the International Holocaust Remembrance Alliance's "Working Definition of Antisemitism" adopted on May 26, 2016. **Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor. **Arson** is defined in part by Penal Code 28.02 as a crime that involves: 1. Starting a fire or causing an explosion with intent to destroy or damage: a. Any vegetation, fence, or structure on open-space land; or b. Any building, habitation, or vehicle: (1) Knowing that it is within the limits of an incorporated city or town; (2) Knowing that it is insured against damage or destruction; (3) Knowing that it is subject to a mortgage or other security interest; (4) Knowing that it is located on property belonging to another;	The glossary provides legal definitions and locally established definitions. It is intended to help the user understand terms used in the Code of Conduct. **SB 326** added a definition of antisemitism.

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(5) Knowing that it has located within it property belonging to another; or (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another. 2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or 3. Intentionally starting a fire or causing an explosion and in so doing: a. Recklessly damaging or destroying a building belonging to another; or b. Recklessly causing another person to suffer bodily injury or death. **Assault** is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative. **Breach of computer security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system. **Bullying** is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that: 1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property; 2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;	

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3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or 4. Infringes on the rights of the victim at school. Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to: 1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property; 2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and 3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity. **Chemical dispensing device** is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category. **Club** is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.	
Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp. **Criminal street gang** is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.	

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Cyberbullying is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool. **Dangerous drug** is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian. **Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code. **Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle. **Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision. **Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision. **Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws. **Discretionary** means that something is left to or regulated by a local decision maker.	
E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized	

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or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.	
Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror. **False alarm or report** under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily: 1. Cause action by an official or volunteer agency organized to deal with emergencies; 2. Place a person in fear of imminent serious bodily injury; or 3. Prevent or interrupt the occupation of a building, room, or place of assembly. **Firearm** is defined by federal law (18 U.S.C. 921(a)) as: 1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; 2. The frame or receiver of any such weapon; 3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or 4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade. Such term does not include an antique firearm.	
Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.	

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Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.	
Harassment includes: 1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL); 2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or 3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another: a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law; b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property; c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury; d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; e. Making a telephone call and intentionally failing to hang up or disengage the connection; f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;	

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g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;	
h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.	
Hazing is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including: 1. Any type of physical brutality; 2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances; 3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or 4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm. **Improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.	

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Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act. **Intimate visual material** is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen. **Location-restricted knife** is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches. **Knuckles** means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles. **Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury. **Machine gun** as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger. **Mandatory** means that something is obligatory or required because of an authority. **Paraphernalia** are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.	
Personal Communication Device means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, or any other electronic device capable of telecommunication or digital communication.	A definition of "personal communication device" has been added pursuant to legal revisions in **HB 1481**.
Possession means to have an item on one's person or in one's personal property, including, but not limited to:	

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1. Clothing, purse, or backpack; 2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle; 3. ~~Telecommunications~~ Personal communication devices or electronic devices; or 4. Any school property used by the student, including, but not limited to, a locker or desk. **Prohibited weapon** under Penal Code 46.05(a) means: 1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: a. An explosive weapon; or **b.** A machine gun.	
c. ~~A short-barrel firearm;~~ 2. Armor-piercing ammunition; 3. A chemical dispensing device; 4. A zip gun; 5. A tire deflation device; or An improvised explosive device.	**SB 1569** removes short barrel firearms from the definition of prohibited weapon.
Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act. **Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a	

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qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition. **Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27. **Self-defense** is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself. **Serious misbehavior** means: 1. Deliberate violent behavior that poses a direct threat to the health or safety of others; 2. Extortion, meaning the gaining of money or other property by force or threat; 3. Conduct that constitutes coercion, as defined by Penal Code Section 1.07; or 4. Conduct that constitutes the offense of: a. Public lewdness under Penal Code 21.07; b. Indecent exposure under Penal Code 21.08; c. Criminal mischief under Penal Code 28.03; d. Hazing under Education Code 37.152; or e. Harassment under Penal Code 42.07(a)(1) of a student or district employee. **Serious or persistent misbehavio**r includes, but is not limited to: • Behavior that is grounds for permissible expulsion or mandatory DAEP placement. • Behavior identified by the district as grounds for discretionary DAEP placement. • Actions or demonstrations that substantially disrupt or materially interfere with school activities.	

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• Refusal to attempt or complete schoolwork as assigned. • Insubordination. • Profanity, vulgar language, or obscene gestures. • Leaving school grounds without permission. • Falsification of records, passes, or other school-related documents. • Refusal to accept discipline assigned by the teacher or principal. **Short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches. **Terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to: 1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies; 2. Place any person in fear of imminent serious bodily injury; 3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place; 4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service; 5. Place the public or a substantial group of the public in fear of serious bodily injury; or 6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district). **Tire deflation device** is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.	

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Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include: • Murder, manslaughter, or homicide under Sections 19.02–.05; • Kidnapping under Section 20.03; • Trafficking of persons under Section 20A.02; • Smuggling or continuous smuggling of persons under Sections 20.05–.06; • Assault under Section 22.01; • Aggravated assault under Section 22.02; • Sexual assault under Section 22.011; • Aggravated sexual assault under Section 22.021; • Unlawful restraint under Section 20.02;	
• Continuous sexual abuse of a young child or disabled individual under Section 21.02;	
• Bestiality under Section 21.09; • Improper relationship between educator and student under Section 21.12; • Voyeurism under Section 21.17; • Indecency with a child under Section 21.11; • Invasive visual recording under Section 21.15; • Disclosure or promotion of intimate visual material under Section 21.16; • Sexual coercion under Section 21.18; • Injury to a child, an elderly person, or a disabled person of any age under Section 22.04; • Abandoning or endangering a child under Section 22.041;	

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• Deadly conduct under Section 22.05; • Terroristic threat under Section 22.07; • Aiding a person to ~~commit~~die by suicide under Section 22.08; and • Tampering with a consumer product under Section 22.09. **Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action. **Use** means voluntarily introducing into one's body, by any means, a prohibited substance. **Zip gun** is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.	

San Elizario Independent School District



Student Code of Conduct

2025-2026

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Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact the district at ***risalcido@seisd.net*, phone number 915-872-3926.**

Purpose

The Student Code of Conduct ("Code of Conduct"), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code of Conduct has been adopted by the San Elizario Independent School District board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal's office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator's office and posted on the district's website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37of the Education Code.

Not later than the first day of the 2025-2026 school year, the Texas Education Agency (TEA) shall prepare and provide to each school district a report identifying each law relating to school discipline that was amended or added by the 89th Legislature, Regular Session, 2025. A school district shall provide to each student and the parent of or person standing in parental relation to the student the prepared report.

Because the Code of Conduct is adopted by the district's board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

School District Authority and Jurisdiction

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006, 37.007, or 37.0081; and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a single person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal, or any other campus administrator selected by the principal. Additional staff members may assist the CBC in the performance of the CBC's duties, provided that the CBC personally verifies that all aspects of Chapter 37, Subchapter A are appropriately implemented. The CBC is primarily responsible for maintaining student discipline. The CBC shall monitor disciplinary referrals and report the following behavior to the campus's threat assessment and safe and supportive school team:

- Conduct that contains the elements of the offense of terroristic threat under Penal Code 22.07;
- Conduct that contains the elements of the offense of unlawfully carrying weapons under Penal Code 46.02;

- Conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125; and
- Any concerning student behaviors or behavioral trends that may pose a serious risk of violence to the student or others.

The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at:

Lorenzo G. Loya Primary: Mrs. Julissa Esquivel - Link coming soon

Josefa L. Sambrano Elementary: Mrs. Lidia Sandate - Link coming soon

Alfonso Borrego Sr. Elementary: Mrs. Lorena Robles - Link coming soon

Lorenzo G. Alarcon Elementary: Ms. Concepcion Talamantes - Link coming soon

Ann M. Garcia Enriquez Middle School: Ms. Fabiola Carranco - Link coming soon

San Elizario High School: Mrs. Valerie Chavez - https://sehs.seisd.net/resources/student-resources

Threat Assessment and Safe and Supportive School Team

The CBC or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

The principal or CBC and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

Gang-Free Zone

Certain criminal offenses, including those involving organized criminal activity such as gang-related crimes, will be enhanced to the next highest category of offense if they are committed in a gang-free zone. For purposes of the district, a gang-free zone includes a school bus and a location in, on, or within 1000 feet of any district-owned or leased property or campus playground.

Security Personnel

The board utilizes school resource officers (SROs), school marshals, and security personnel to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

The law enforcement duties of school resource officers and district security personnel are: A district peace officer, a school resource officer, and security personnel shall perform law enforcement duties for the school district that must include protecting the safety and welfare of any person in the jurisdiction of the peace officer, resource officer, or security personnel; and the property of the school.

School Resource Officers

As per CKEC (Local):

To implement the district's comprehensive safety programs, the district has entered into a memorandum of understanding (MOU) with each local law enforcement agency that provides the district with school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

Jurisdiction: The jurisdiction of school resource officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the district that is owned, leased, or rented by the district, or is otherwise under the district's control.

Authority and Duties: A school resource officer shall perform duties as described in the MOU and as included in the district improvement plan and the Student Code of Conduct. Pursuant to the MOU, a school resource officer shall:

1. Protect the safety and welfare of any person in the jurisdiction of the district and protect the property of the district.

2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, school resource officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.

3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.

4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.

5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.

6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.

7. Carry a firearm in accordance with the MOU and the directives with the commissioning entity.

8. Carry out all other duties in accordance with the MOU.

A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

Each school resource officer shall receive at least the minimum amount of education and training required by law.

District **"Parent" Defined**

Throughout the Code of Conduct and related discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

Participating in Graduation Activities

The district has the right to limit a student's participation in graduation activities for violating the district's Code of Conduct.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, SRO, or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

[See Restrictions During Placement for information regarding a student assigned to DAEP at the time of graduation.]

Standards for Student Conduct

Each student is expected to:

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

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on In-School Suspension, Out-of-School Suspension, Disciplinary Alternative Education Program (DAEP) Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in Removal from the Regular Educational Setting.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. [See Placement and/or Expulsion for Certain Offenses for assault.]
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in any behavior that violates the Student Code of Conduct and is motivated by antisemitism. [See Glossary]
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See Glossary for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. [See Glossary]
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. [See Glossary]
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.

- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. [See Placement and/or Expulsion for Certain Offenses for felony criminal mischief.]
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. [See Placement and/or Expulsion for Certain Offenses for felony robbery, aggravated robbery, and theft.]
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- A short barrel firearm;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- Knuckles;

- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products (including nicotine pouches), cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*See Placement and/or Expulsion for Certain Offenses for weapons and firearms. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Personal Communication Devices

Students shall not:

- Use a personal communication device, including a cell phone, or other electronic device on school property during the school day and shall store the device in accordance with the method of storage established by the district. [See Glossary]
- The district may authorize the use of a personal communication device for the following reasons:
    - To implement an individualized education program (IEP) or for a plan created under Section 504, Rehabilitation Act of 1973 (29 U.S.C Section 794) or a similar program or plan;
    - With documented need based on a directive from a qualified physician; or
    - To comply with a health or safety requirement imposed by law or as part of the district's safety protocols.

Inappropriate use of a personal communication device during the school day will result in disciplinary action in accordance with this Code of Conduct.

Consequences:

1st Offense: Device Confiscated until the End of the Day/Student Pick up Required

2nd Offense: Device Held for Parent/Guardian Pick up Required

3rd Offense: Final Conduct Review Notice – Parent Pick up Required

4th + Offense: Conference + Device Ban + In-School Suspension (ISS) – Parent Pick Up Required

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. [See Disciplinary Alternative Education Program (DAEP) Placement and Expulsion for mandatory and permissive consequences under state law.]
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. [See Glossary for “paraphernalia.”]
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. [See Glossary for “abuse.”]
- Abuse over-the-counter drugs. [See Glossary for “abuse.”]
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. [See Glossary for “under the influence.”]
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees, or upload or create computer viruses, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources, including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if

the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Utilize artificial intelligence in a way that would constitute academic dishonesty or as a means of engaging in any other prohibited conduct.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, unauthorized use of artificial intelligence, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of FFH (Local) Policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or

creates an intimidating, threatening, hostile, or offensive educational environment.

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic

performance; or

3. Otherwise adversely affects the student's educational opportunities.

Examples of dating violence against a student may include physical or sexual assaults; name-calling; putdowns; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

Student Reporting Procedures

Any student who believes that he or she has experienced prohibited conduct and any person who believes that a student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

See FFH Local

Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette

An appropriate administrator may place a student in a disciplinary alternative education program for the first-time offense of possession or use of a nicotine delivery product or e-cigarette, as defined by Section 161.081, Health and Safety Code.

If a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under Education Code 37.008, the student shall be placed in in-school suspension for a period of at least 10 school days.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined in a manner that results in a change to the student's educational placement for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists [see Glossary] until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.

- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- In-school suspension, as specified in In-School Suspension.
- Out-of-school suspension, as specified in Out-of-School Suspension.
- Placement in a DAEP, as specified in Disciplinary Alternative Education Program (DAEP) Placement.
- Expulsion and/or placement in an alternative educational setting, as specified in Placement and/or Expulsion for Certain Offenses.
- Expulsion, as specified in Expulsion.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL)]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of Education Code 37.0012(d).

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Parental Involvement

The principal, campus behavior coordinator, or other appropriate administrator shall notify the parent of or person standing in parental relation to a student who has been placed in a disciplinary alternative education program (DAEP) or expelled of the parent's or person's right to request a behavioral agreement that specifies the responsibilities of the parent or person and student.

The behavioral agreement must specify the responsibilities of the student and the parent/guardian. If followed, the agreement may result in a reduced disciplinary placement period, as outlined in the agreement. Reduction in the disciplinary placement period does not entitle the student to a different disciplinary placement. The decision to reduce, revoke, or amend the disciplinary placement period is at the sole discretion of the school administration. Compliance with the agreement is required for the reduction to remain valid.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at ***San Elizario ISD Policy Manual***

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. [See policies FFH(LEGAL) and (LOCAL)]

Removal from the School Bus

A bus driver may refer a student to the principal's office or the CBC's office to maintain effective discipline on the bus. The principal or CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

Formal Teacher Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior repeatedly interferes with the teacher's ability to teach the class or with other students' ability to learn.
2. A student demonstrates behavior that is unruly, disruptive, or abusive toward the teacher, another adult, or another student in the classroom.
3. A student engages in conduct that constitutes bullying, as defined by Education Code 37.0832.0.

A teacher, CBC, or other appropriate administrator must notify a parent or person standing in parental relation to the student of the formal removal. A teacher may remove a student from class based on a single incident of behavior.

Within three school days of the formal removal, the CBC or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's written consent.

A student who has been formally removed by a teacher for any other conduct may not be returned to the teacher's class without the teacher's written consent unless the placement review committee determines that the teacher's class is the best or only alternative, and not later than the third class day after the day the student was removed from class, a conference in which the teacher was provided an opportunity to participate has been held. The student may not be returned to the teacher's class unless the teacher provides written consent for the student's return or a return to class plan has been prepared for that student.

Appeals of Formal Teacher Removals

A student may appeal the teacher's removal of the student from class to the school's placement review committee or the campus's threat assessment and safe and supportive school team, in accordance with a district policy providing for such an appeal to be made to this team.

In-School Suspension

An in-school suspension is not subject to any time limit.

A school's principal or other appropriate administrator shall review the in-school suspension of a student at least once every 10 school days after the date of the suspension begins to evaluate the educational progress of the student and to determine if continued in-school suspension is appropriate.

During in-school suspension, a student shall receive appropriate behavioral support services and comparable educational services as the student would receive in the classroom. If the student receives special education services, the student must continue to receive special education and related services specified in the student's individualized education program (IEP) and continue to have an opportunity to progress in the general curriculum.

[See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for limitations to the general rule.]

Process

Before being suspended, a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension.

In deciding whether to order in-school suspension, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

Out-of-School Suspension

Misconduct

Students may be suspended for behavior listed in the Code of Conduct as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students below grade 3 unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that threatens the immediate health and safety of other students in the classroom;
- Documented conduct that results in repeated or significant disruption to the classroom; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be assigned to out-of-school suspension for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;

4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

Alternative Assignment

A parent or person standing in parental relation to the student may submit a written request to the principal or other appropriate administrator to reassign a student placed in out-of-school suspension. The parent or person standing in parental relation to the student must provide information and documentation that they are unable to provide suitable supervision for the student during school hours during the period of the suspension. It is the sole discretion of the principal or other appropriate administrator to reassign the student placed in out-of-school suspension.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be **kindergarten-grade 6** and secondary classification shall be grades **7-12**.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code of Conduct.

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. [see Glossary]
- Involvement in criminal street gang activity. [see Glossary]

- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.
- Engages in conduct that contains the elements of the offense of disruptive activities under Education Code 37.123.
- Engages in conduct that contains the elements of the offense of disruption of classes under Education Code 37.124.
- Possesses or uses an e-cigarette, as defined by Section 161.081,Health and Safety Code, except that if a student who possesses or uses an e-cigarette is not placed in a disciplinary alternative education program for the first-time offense under Education Code 37.008, the student shall be placed in in-school suspension for a period of at least 10 school days. See First-Time Offense of Possession or Use of Nicotine Delivery Product or E-Cigarette for additional information.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief [see Glossary] that the student engaged in conduct punishable as a felony that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process. Aggravated robbery or felonies listed as offenses in Title 5 [see Glossary] of the Penal Code are punishable as mandatory expulsions.

The CBC **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. [see Glossary]
    - Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
    - Engages in conduct punishable as a felony.
    - Commits an assault [see Glossary] under Penal Code 22.01(a)(1).
    - Except as provided by Education Code 37.007(a)(3), sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. [School-related felony drug offenses are addressed in

Expulsion.] [See Glossary for "under the influence," "controlled substance," and "dangerous drug."]

- Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
- Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
- Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
- Sells, gives, or delivers to another person an e-cigarette, as defined by Section 161.081, Health and Safety Code.
- Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. [see Glossary]
- Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code sections 42.07(a)(1), (2), (3), or (7).

- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation under Penal Code 36.06 against any school employee or volunteer on or off school property.
- Engages in conduct that contains the elements of harassment under Penal Code 42.07 against any school employee or volunteer on or off of school property.

The student receives deferred prosecution [see Glossary], or a court or jury finds that the student has engaged in delinquent conduct [see Glossary], or the superintendent or designee has a reasonable belief [see Glossary] under Section 53.03, Family Code, for conduct defined as any of the following offenses under the Penal Code:

1. A felony offense under Title 5;
2. The offense of deadly conduct under Section 22.05;
3. The felony offense of aggravated robbery under Section 29.03;
4. The offense of disorderly conduct involving a firearm under Section 42.01(a)(7) or (8); or
5. The offense of unlawfully carrying weapons under Section 46.02, except for an offense punishable as a Class C misdemeanor under that section.

Disciplinary Alternative Education Program (DAEP) Placement

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the CBC.

Conference

When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the CBC or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

Disciplinary Alternative Education Program (DAEP) Placement

Placement Order

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

DAEP at Capacity

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal, and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The CBC shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Disciplinary Alternative Education Program (DAEP) Placement

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or
2. The student has engaged in serious or persistent misbehavior [see Glossary] that violates the district's Code of Conduct.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the central administration office or online at San Elizario ISD Board Policy

Appeals shall begin at Level One with the school principal.

Disciplinary Alternative Education Program (DAEP) Placement

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's IEP or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication [see Glossary], or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees, or if the extended placement is in the best interest of the student.

Disciplinary Alternative Education Program (DAEP) Placement

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. [See policy FOCA(LEGAL) for more information.]

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. [see Disciplinary Alternative Education Program (DAEP) Placement]

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to die by suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Criminal mischief, if punishable as a felony.
- Breach of computer security. [see Glossary]
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, unless the conduct is punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. [See Glossary for "under the influence."]

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in deadly conduct. [see Glossary]

Within 300 Feet of School

A student may be expelled for possession of a firearm, as defined by federal law, while within 300 feet of school property, as measured from any point on the school's real property boundary line.

Property of Another District

A student may be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
    a. Public lewdness under Penal Code 21.07;
    b. Indecent exposure under Penal Code 21.08;
    c. Criminal mischief under Penal Code 28.03;
    d. Hazing under Education Code 37.152; or
    e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on or off school property.

Under Federal Law

Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. [see Glossary]

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
    - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. [see Glossary] Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
- A location-restricted knife, as defined by state law. [see Glossary]
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. [see Glossary]
- Engages in conduct that contains the elements of the offense of exhibiting, using, or threatening to exhibit or use a firearm under Education Code 37.125.
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
    - Aggravated assault, sexual assault, or aggravated sexual assault.
    - Arson. [see Glossary]
    - Murder, capital murder, or criminal attempt to commit murder or capital murder.
    - Indecency with a child.
    - Kidnapping or aggravated kidnapping.
    - Burglary, robbery or aggravated robbery.
    - Manslaughter.
    - Criminally negligent homicide.
    - Continuous sexual abuse of a young child or disabled individual.

- Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in conduct that contains elements of assault against a school employee or volunteer.

Under Age 10

When a student under the age of 10 engages in behavior that is expellable behavior, the student shall not be expelled but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Virtual Expulsion Program

In some circumstances, a student may be placed in a virtual expulsion program.

- The school must ensure students in the program have the necessary technology and internet and must provide it if needed.
- The virtual program must, as much as possible, meet the same requirements as an in-person disciplinary alternative education program (DAEP).
- The student's placement must be reviewed every 45 school days.
- If an in-person spot becomes available, the school should plan the student's return to in-person learning.
- If continued virtual placement is appropriate, the school must document the decision.

Consideration of Virtual Education as Alternative to Expulsion

Before a school district may expel a student, the district must consider the appropriateness and feasibility of, as an alternative to expulsion, enrolling the student in a full-time hybrid program, full-time virtual program, full-time hybrid campus, or full-time virtual campus. This requirement does not apply to a student expelled under Education Code 37.0081 or 37.007(a), (d), or(e).

Process

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district;
2. An opportunity to testify and to present evidence and witnesses in the student's defense; and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the *Associate Superintendent* authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or CBC shall take into consideration:

1. Self-defense [see Glossary];
2. Intent or lack of intent at the time the student engaged in the conduct;
3. The student's disciplinary history;
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care); or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the Associate Superintendent shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees; or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order; and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees; or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Emergency expulsion may be ordered based on a single incident of behavior by the student. Within 10 days after the date of the emergency expulsion, the student shall be given the appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than 10 years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

Certain Felonies

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with

Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 [see Glossary] of the Penal Code. The student must have:

- Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred;
2. The location at which the conduct occurred;
3. Whether the conduct occurred while the student was enrolled in the district; or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers;
2. Will be detrimental to the educational process; or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school;
2. The charges are dismissed or reduced to a misdemeanor offense; or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
    a. 65 years of age or older; or
    b. A disabled person.

Antisemitism is defined by Government Code section 448.001 as a certain perception of Jews that may be expressed as hatred toward Jews. The term includes rhetorical and physical acts of antisemitism directed toward Jewish or non-Jewish individuals or their property or toward Jewish community institutions and religious facilities. Examples of antisemitism are included with the International Holocaust Remembrance Alliance's "Working Definition of Antisemitism" adopted on May 26, 2016.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
    a. Any vegetation, fence, or structure on open-space land; or
    b. Any building, habitation, or vehicle:
        (1) Knowing that it is within the limits of an incorporated city or town;
        (2) Knowing that it is insured against damage or destruction;
        (3) Knowing that it is subject to a mortgage or other security interest;
        (4) Knowing that it is located on property belonging to another;
        (5) Knowing that it has located within it property belonging to another; or
        (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
    a. Recklessly damaging or destroying a building belonging to another; or

b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person

with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine

or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects

another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or

3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
    a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
    b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
    c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
    d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
    e. Making a telephone call and intentionally failing to hang up or disengage the connection;
    f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
    g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
    h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
    i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;

2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hit list is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Personal Communication Device means a telephone, cell phone such as a smartphone or flip phone, tablet, smartwatch, radio device, paging device, or any other electronic device capable of telecommunication or digital communication.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Personal communication devices or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
    a. An explosive weapon; or
    b. A machine gun.
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code Section 1.07; or
4. Conduct that constitutes the offense of:
    a. Public lewdness under Penal Code 21.07;
    b. Indecent exposure under Penal Code 21.08;
    c. Criminal mischief under Penal Code 28.03;
    d. Hazing under Education Code 37.152; or
    e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;

3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;

- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to die by suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

San Elizario Independent School District



Código de Conducta Estudiantil

2025-2026

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Código de Conducta Estudiantil

Accesibilidad

Si tiene dificultad para acceder a la información en este documento debido a una discapacidad, comuníquese con ***risalcido@seisd.net*, *número de teléfono 915-872-3926.***

Propósito

El Código de Conducta Estudiantil ("Código de Conducta"), como lo requiere el Capítulo 37 del Código de Educación de Texas, provee métodos y opciones para manejar la conducta de los estudiantes, prevenir e intervenir en los problemas de disciplina de los estudiantes e imponer disciplina.

La ley exige que el distrito defina la mala conducta que pueda, o deba, dar como resultado consecuencias disciplinarias específicas, incluida la remoción de un salón de clase regular o de la escuela, suspensión fuera de la escuela, asignación a un programa disciplinario de educación alternativa (DAEP), asignación en un programa de educación alternativa de la justicia juvenil (JJAEP), o expulsión de la escuela.

Este Código de Conducta ha sido adoptado por la junta escolar de ***San Elizario*** y desarrollado con el asesoramiento del comité de planificación y toma de decisiones a nivel del distrito. Provee información a padres y estudiantes referente a las normas de conducta, consecuencias de la mala conducta y procedimientos para administrar disciplina. Este Código de Conducta continúa en efecto durante la escuela de verano y en todos los eventos y actividades relacionados con la escuela fuera del año escolar hasta que la junta adopte una versión actualizada para el siguiente año escolar.

En conformidad con la ley estatal, el Código de Conducta se publicará en cada campus escolar o estará disponible para revisión en la oficina del director de la escuela. Adicionalmente, el Código de Conducta estará disponible en la oficina del coordinador de conducta del campus y se publicará en el sitio web del distrito. Bajo el Capítulo 37 del Código de Educación, se notificará a los padres sobre cualquier infracción de conducta que pueda dar como resultado la suspensión de un estudiante, asignación a un DAEP o JJAEP, expulsión o arresto por un oficial de la ley.

A más tardar el primer día del año escolar 2025-2026, la Agencia de Educación de Texas (TEA) elaborará y proporcionará a cada distrito escolar un informe en el que se identifiquen todas las leyes relacionadas con la disciplina escolar que hayan sido modificadas o añadidas por la 89th Legislatura, Sesión Ordinaria, 2025. Cada distrito escolar proporcionará el informe preparado a cada estudiante y a los padres o tutores legales del estudiante.

Dado que la junta escolar del distrito adoptó el Código de Conducta, éste tiene la fuerza del reglamento. En caso de que haya conflicto entre el Código de Conducta y el Manual para Estudiantes, el Código de Conducta prevalecerá.

Advierta que: La disciplina de los estudiantes discapacitados que reúnen los requisitos para recibir servicios bajo la ley federal (Ley de Educación de Estudiantes

Discapacitados y la Sección 504 de la Ley de Rehabilitación de 1973) está sujeta a las disposiciones de esas leyes.

Autoridad y jurisdicción del distrito escolar

Las reglas de la escuela y la autoridad del distrito para administrar disciplina se aplican siempre que haya interés del distrito, dentro o fuera de la propiedad escolar, junto o independientemente de las clases y actividades patrocinadas por la escuela.

El distrito tiene autoridad disciplinaria sobre un estudiante:

1. Durante el día escolar regular;
2. Mientras el estudiante viaja en transporte del distrito;
3. Durante los periodos de almuerzo cuando un estudiante tenga permitido salir del campus;
4. En cualquier actividad relacionada con la escuela, sin importar la hora o el lugar;
5. Por cualquier mala conducta relacionada con la escuela, sin importar la hora o el lugar;
6. Cuando ocurra una represalia o amenaza en contra de un empleado de la escuela, miembro de la junta o voluntario, sin importar la hora o el lugar;
7. Cuando un estudiante participe en intimidación cibernética (cyberbullying), como se define en el Código de Educación 37.0832;
8. Cuando se cometa mala conducta delictiva dentro o fuera de la propiedad escolar o en un evento relacionado con la escuela;
9. Por ciertas infracciones cometidas dentro de 300 pies desde la propiedad escolar según lo medido desde cualquier punto del límite del inmueble escolar;
10. Por ciertas infracciones cometidas en la propiedad escolar o mientras asiste a una actividad patrocinada por la escuela o relacionada con la escuela de otro distrito en Texas;
11. Cuando el estudiante cometa un delito mayor, de acuerdo al Código de Educación 37.006 o 37.0081; y
12. Cuando el estudiante deba registrarse como delincuente sexual.

Coordinador de conducta del campus

En conformidad con la ley, se debe designar a una única persona en cada escuela que tenga la función de coordinador de conducta del campus (CBC). La persona designada puede ser el director del campus u otro administrador seleccionado por el director. Es posible que otros miembros del personal colaboren con el CBC en el desempeño de sus funciones, siempre que el CBC corrobore personalmente que todos los aspectos del Capítulo 37, Subcapítulo A, se implementan adecuadamente. El CBC es el principal responsable de mantener la disciplina de los estudiantes. El CBC supervisará las remisiones por disciplina y notificará las siguientes conductas al equipo escolar de evaluación de amenazas y seguridad y apoyo del campus:

- conducta que contenga los elementos de delito de amenaza terrorista según el Código Penal 22.07;

- conducta que contenga elementos de delito de porte ilegal de armas según el Código Penal 46.02;
- conducta que contenga los elementos del delito de exhibir, usar o amenazar con exhibir o usar un arma de fuego según la sección 37.125 del Código de Educación; y
- cualquier comportamiento o tendencia conductual preocupante de los estudiantes que pueda suponer un riesgo grave de violencia para el estudiante u otras personas.

El distrito publicará en su sitio web y en el Manual para Estudiantes, para cada campus, la dirección de correo electrónico y el número de teléfono de la persona que actúa como CBC. La información de contacto se encuentra en:

Lorenzo G. Loya Primary: Mrs. Julissa Esquivel - Enlace próximamente

Josefa L. Sambrano Elementary: Mrs. Lidia Sandate - Enlace próximamente

Alfonso Borrego Sr. Elementary: Mrs. Lorena Robles - Enlace próximamente

Lorenzo G. Alarcon Elementary: Ms. Concepcion Talamantes - Enlace próximamente

Ann M. Garcia Enriquez Middle School: Ms. Fabiola Carranco - Enlace próximamente

San Elizario High School: Mrs. Valerie Chavez - https://sehs.seisd.net/resources/student-resources

Equipo escolar de evaluación de amenazas y de seguridad y apoyo

El CBC u otro administrador adecuado trabajará estrechamente con el equipo escolar de evaluación de amenazas y de seguridad y apoyo del campus para implementar el reglamento y los procedimientos de evaluación de amenazas del distrito, según lo requerido por la ley, y tomará la medida disciplinaria adecuada en conformidad con el Código de Conducta.

Registros

Los oficiales del distrito pueden realizar registros de estudiantes, sus pertenencias y sus vehículos en conformidad con la ley estatal y federal y el reglamento del distrito. Los registros de estudiantes serán realizados en una manera razonable y no discriminatoria. Para obtener más información sobre investigaciones y registros, ver los reglamentos del distrito en FNF(LEGAL) y FNF(LOCAL).

El distrito tiene el derecho de registrar un vehículo conducido a la escuela por un estudiante y estacionado en la propiedad escolar siempre que exista una sospecha razonable para creer que contiene artículos o materiales prohibidos por el distrito.

Los escritorios, los casilleros, la tecnología provista por el distrito y artículos similares son propiedad del distrito y se proveen para uso del estudiante a efectos de la comodidad. La propiedad del distrito está sujeta a registro o inspección en cualquier momento sin previo aviso.

Denuncia de delitos

El director o CBC y otros administradores escolares, según corresponda, denunciarán delitos de acuerdo a lo que exige la ley y llamarán a la policía cuando un administrador sospeche que se ha cometido un crimen en el campus.

Zona Libre de Pandillas

Ciertos delitos, incluyendo aquellos que involucran actividades delictivas organizadas, como los delitos relacionados con pandillas, se agravarán a la siguiente categoría superior si se cometen en una zona libre de pandillas. Para efectos del distrito, una zona libre de pandillas incluye un autobús escolar y cualquier lugar dentro, sobre o a menos de 305 metros de cualquier propiedad del distrito o arrendada, o patio de recreo del campus.

Personal de seguridad

La junta utiliza oficiales de recursos escolares (SRO por sus siglas en inglés), mariscales escolares y / o personal de seguridad para garantizar la seguridad y protección de los estudiantes, el personal y la propiedad. En conformidad con la ley, la junta se ha puesto de acuerdo con el CBC y otros empleados del distrito para garantizar la asignación de funciones de orden público adecuadas a estas personas. Las disposiciones que abordan los diversos tipos de personal de seguridad se pueden encontrar en la serie de reglamentos CKE.

Los deberes de aplicación de la ley de los oficiales de policía del distrito son:

Un oficial de paz del distrito, un oficial de recursos escolares y el personal de seguridad realizarán tareas de aplicación de la ley para el distrito escolar que deben incluir la protección de la seguridad y el bienestar de cualquier persona en la jurisdicción del oficial de paz, el oficial de recursos o el personal de seguridad; y la propiedad de la escuela.

Oficiales de Recursos Escolares

Según el CKEC (Local):

Para implementar los programas integrales de seguridad del distrito, el distrito ha firmado un memorando de entendimiento (MOU) con cada agencia local del orden público que le proporciona oficiales de recursos escolares. Los oficiales de recursos escolares prestarán servicios de conformidad con los términos del acuerdo, los programas integrales de seguridad y la política del Consejo.

Jurisdicción: La jurisdicción de los oficiales de recursos escolares incluirá todo el territorio dentro de los límites del Distrito, así como todos los bienes muebles e inmuebles fuera de los límites del distrito que sean de su propiedad, arrendados o alquilados por el distrito, o que estén bajo su control.

Autoridad y Funciones: Un oficial de recursos escolares desempeñará las funciones

descritas en el MOU y según lo establecido en el plan de mejora del distrito y el Código de Conducta Estudiantil. De conformidad con el MOU, un oficial de recursos escolares deberá:

1. Proteger la seguridad y el bienestar de cualquier persona en la jurisdicción del distrito y proteger la propiedad del mismo.

2. Hacer cumplir todas las leyes, incluyendo las ordenanzas municipales, las ordenanzas del condado y las leyes estatales, e investigar las infracciones según sea necesario. Para ello, los oficiales de recursos escolares podrán ejecutar órdenes de cateo en relación con las investigaciones del Distrito, de conformidad con el Código de Procedimiento Penal de Texas.

3. Arrestar a sospechosos de conformidad con las normas constitucionales y estatutarias estatales y federales que rigen los arrestos, incluyendo los arrestos sin orden judicial, por delitos que ocurran en presencia del oficial o conforme a otras normas establecidas en el Código de Procedimiento Penal de Texas.

4. Coordinar y cooperar con los oficiales comisionados de todas las demás agencias del orden público en la aplicación de esta política según sea necesario.

5. Hacer cumplir las políticas, normas y reglamentos del Distrito en las propiedades del Distrito, en las zonas escolares, en las paradas de autobús o en las actividades del Distrito.

6. Investigar las infracciones a las políticas, normas y reglamentos del Distrito, según lo solicite el Superintendente, y participar en las audiencias relativas a las presuntas infracciones.

7. Portar armas de fuego de conformidad con el Memorando de Entendimiento y las directivas de la entidad encargada.

8. Desempeñar todas las demás funciones de conformidad con el Memorando de Entendimiento.

9. A ningún agente de recursos escolares se le asignarán tareas disciplinarias o administrativas rutinarias en el aula.

10. Todo agente de recursos escolares deberá recibir al menos la formación y capacitación mínimas exigidas por la ley.

Definición de “padre”

En todo el Código de Conducta y reglamentos de disciplina relacionados, el término “padre” incluye padre, madre, tutor legal u otra persona que tiene control legal del menor.

Participación en actividades de graduación

El distrito tiene derecho de limitar la participación de un estudiante en actividades de graduación por violar el Código de Conducta del distrito.

La participación podría incluir una función de orador, de acuerdo a lo establecido por el reglamento y los procedimientos del distrito.

Los estudiantes que cumplen con los requisitos de elegibilidad para dar los comentarios de apertura y cierre en la graduación serán notificados por el director del campus. No obstante, cualquier otro requisito de elegibilidad, para ser considerado elegible, un estudiante no debe haber sido partícipe en ninguna mala conducta que dé como resultado una suspensión fuera de la escuela, la remoción a un DAEP o expulsión durante el semestre inmediatamente anterior a la graduación.

El valedictorian y el salutatorian también pueden tener roles de orador en la graduación. Ningún estudiante será elegible para tener un rol de orador si participó en una mala conducta que resultó en una suspensión fuera de la escuela, la remoción a un DAEP o expulsión durante el semestre inmediatamente anterior a la graduación.

Personas no autorizadas

En conformidad con el Código de Educación 37.105, un administrador escolar, SRO, u oficial de policía del distrito tendrán autoridad de negar la entrada o sacar a una persona de la propiedad del distrito si la persona se niega a salir pacíficamente cuando se le pide y:

1. La persona plantea un riesgo sustancial de daño a alguna persona, o
2. La persona se comporta de una manera inapropiada para el entorno escolar y continúa con dicha conducta después de que se le ha advertido verbalmente que la conducta es inapropiada y puede ocasionar que se le deniegue la entrada o que se le pida que se retire.

En conformidad con los reglamentos FNG(LOCAL) o GF(LOCAL), se pueden presentar apelaciones referentes a la negativa de entrada o peticiones de abandonar la propiedad escolar, según corresponda. Sin embargo, los plazos para los procedimientos de queja del distrito serán ajustados según sea necesario para permitirle a la persona dirigirse a la junta en persona dentro de los 90 días calendario, a menos que la queja se resuelva antes de una audiencia con la junta.

[Ver DAEP – Restricciones durante la asignación, para obtener información referente a un estudiante asignado a un DAEP al momento de la graduación.]

Estándares de conducta estudiantil

Se espera que cada estudiante:

- Demuestre cortesía, incluso cuando otros no la demuestran.
- Se comporte de una manera responsable.
- Ejerza autodisciplina.
- Asista a todas las clases, con regularidad y puntualmente.
- Lleve los materiales adecuados y las tareas a clase.
- Cumpla las normas de aseo y vestimenta del distrito y de la escuela.
- Obedezca todas las reglas de la escuela y del salón de clase.
- Respete los derechos y privilegios de los estudiantes, maestros y otro personal y voluntarios del distrito.
- Respete las pertenencias de los demás, incluida la propiedad e instalaciones del distrito.
- Coopere y asista al personal de la escuela para mantener la seguridad, el orden y la disciplina.
- Cumpla con los requisitos del Código de Conducta Estudiantil.

Infracciones generales de conducta

Las categorías de conducta a continuación están prohibidas en la escuela, en vehículos que sean propiedad del distrito u operados por el distrito, y en todas las actividades relacionadas con la escuela, pero la lista no incluye las infracciones más graves. En las secciones subsiguientes de Suspensión dentro de la escuela, Suspensión fuera de la escuela, Asignación al Programa Disciplinario de Educación Alternativa (DAEP), Asignación y/o expulsión por ciertas infracciones, y Expulsión, se incluyen esas infracciones que requieren o permiten consecuencias específicas. Sin embargo, cualquier infracción puede ser lo suficientemente grave para dar como resultado la Remoción del entorno educativo regular según se detalla.

Desobediencia a la autoridad

Los estudiantes no deben:

- Incumplir las instrucciones dadas por el personal de la escuela.
- Abandonar el terreno escolar ni los eventos patrocinados por la escuela sin autorización.
- Desobedecer las reglas de conducta en los vehículos del distrito.
- Negarse a aceptar la disciplina o consecuencia asignada por un maestro o director.

Maltrato a otras personas

Los estudiantes no deben:

- Usar lenguaje profano o vulgar ni hacer gestos obscenos.
- Pelearse o reñir. [ver Asignación y/o expulsión por ciertas infracciones].
- Amenazar a un estudiante, empleado o voluntario del distrito, incluso fuera de la propiedad escolar, si la conducta da como resultado una interrupción considerable al entorno educativo.
- Participar en cualquier conducta que infrinja el Código de Conducta Estudiantil y esté motivada por el antisemitismo [Ver Glosario].
- Participar en intimidación escolar (bullying), intimidación cibernética (cyberbullying), acoso o hacer listas negras. [Ver los cuatro términos en el Glosario].
- Publicar o amenazar con publicar material visual íntimo de un menor o de un estudiante de 18 años de edad o mayor sin el consentimiento del estudiante.
- Participar en acoso sexual o acoso basado en género, o abuso sexual, ya sea mediante palabras, gestos, o cualquier otra conducta, dirigida a otra persona, incluido un estudiante, empleado, miembro de la junta o voluntario del distrito.
- Participar en conducta que constituya violencia en la pareja. [Ver Glosario].
- Exponer inadecuada o indecentemente las partes íntimas del cuerpo.

- Participar en novatadas maliciosas (hazing). [Ver Glosario].
- Coaccionar a un individuo para que actúe mediante el uso o la amenaza de fuerza.
- Cometer extorsión o chantaje.
- Participar en una conducta inadecuada de naturaleza verbal, física o sexual dirigida a otra persona, incluido un estudiante, empleado o voluntario del distrito.
- Grabar la voz o imagen de otros sin el consentimiento previo de los individuos que se graban o que interrumpa el entorno educativo o invada la privacidad de otros.

Infracciones a la propiedad

Los estudiantes no deben:

- Dañar ni destrozar pertenencias de otros. [Para delitos criminales mayores, ver Asignación y/o expulsión por ciertas infracciones].
- Desfigurar o dañar la propiedad escolar, incluidos libros de texto, tecnología y recursos electrónicos, casilleros, muebles y otro equipo, con grafiti u otros medios.
- Robar objetos de estudiantes, del personal o de la escuela.
- Cometer o asistir en un hurto o robo, incluso si no constituye un delito mayor en conformidad con el Código Penal. [Para delito de robo mayor, robo agravado y hurto, ver Asignación y/o expulsión por ciertas infracciones].
- Ingresar, sin autorización, a las instalaciones del distrito que no estén abiertas para las operaciones.

Posesión de artículos prohibidos

Los estudiantes no deben poseer ni usar:

- Armas de fuego de ningún tipo, bombas de humo o fétidas, ni ningún otro artefacto pirotécnico;
- Rastrillo, navaja para cortar cajas, cadena ni ningún otro objeto usado de alguna manera que amenace o cause lesiones físicas a otra persona;
- Un arma de “imitación” con la intención de ser usada como un arma o que se podría percibir como un arma;
- Una pistola de aire o de postas;
- Un arma de fuego de cañón corto;
- Munición;
- Un instrumento manual diseñado para cortar o penetrar a otra persona al ser lanzado;
- Un silenciador o supresor de arma de fuego;

- *Una navaja restringida en la ubicación;
- *Un garrote;
- *Un arma de fuego;
- Un arma paralizante;
- Manoplas;
- Una navaja de bolsillo u otro tipo de navaja pequeña;
- Espray de pimienta o macis (mace);
- Material pornográfico;
- Productos de tabaco (incluidas las bolsitas de nicotina), cigarrillos, cigarrillos electrónicos, y cualquier componente, pieza o accesorio para un dispositivo de cigarrillo electrónico;
- Fósforos o un encendedor;
- Apuntador láser, a menos que sea para uso aprobado; o
- Cualquier artículo que generalmente no se considera armas, incluidos artículos escolares, cuando el director o su representante determina que existe un peligro.

*Para armas y armas de fuego, ver Asignación y/o expulsión por ciertas infracciones. En muchas circunstancias, la posesión de estos artículos es sancionable mediante expulsión obligatoria bajo la ley federal o estatal.

Posesión de dispositivos de comunicación personal

Los estudiantes no deben:

- Usar dispositivos de comunicación personal, como un teléfono celular u otro dispositivo electrónico en la propiedad escolar durante el día escolar, y deberán guardar el dispositivo de conformidad con el método de guardado establecido por el Distrito [ver Glosario].
- El Distrito puede autorizar el uso de un dispositivo de comunicación personal por los siguientes motivos:
    - Para implementar un programa de educación individualizado (IEP); o para un plan creado en virtud de la Sección 504 de la Ley de Rehabilitación de 1973 (29 U.S.C Sección 794) o un programa o plan similar;
    - Con una necesidad documentada basada en la instrucción de un médico cualificado; o
    - Para cumplir con un requisito de salud o seguridad impuesto por la ley o como parte de los protocolos de seguridad del Distrito.

El uso inapropiado de un dispositivo de comunicación personal durante el día escolar resultará en medidas disciplinarias de acuerdo con este Código de Conducta.

Consecuencias:

1.ª infracción: dispositivo confiscado hasta el final del día

Segunda infracción: Dispositivo retenido para que el padre/tutor lo recoja

Tercera infracción: Aviso de revisión de conducta final: se requiere que los padres lo recojan

4ta + Ofensa: Conferencia + Prohibición de dispositivo + Suspensión dentro de la escuela (ISS) – Se requiere que los padres recojan el dispositivo

Drogas ilegales, medicamentos recetados y de venta libre

Los estudiantes no deben:

- Poseer, usar, regalar ni vender alcohol o drogas ilegales. [Ver también en Asignación al Programa Disciplinario de Educación Alternativa (DAEP) y en Expulsión las consecuencias obligatorias y permisibles bajo la ley estatal].
- Poseer ni vender semillas ni piezas de marihuana en cantidad menor a la utilizable.
- Poseer, usar, dar o vender parafernalia relacionada con cualquier sustancia prohibida. [Ver “parafernalia” en el Glosario.]
- Poseer, usar, abusar o vender sustancias parecidas a las drogas o intentar pasar artículos como drogas o contrabando.
- Abusar de un medicamento recetado propio, dar un medicamento recetado a otro estudiante, o poseer o estar bajo los efectos del medicamento recetado de otra persona en la propiedad escolar o en un evento relacionado con la escuela. [Ver “abuso” en el Glosario.]
- Abusar de medicamentos de venta libre. [Ver “abuso” en el Glosario.]
- Estar bajo los efectos de medicamentos recetados o de venta libre que causen trastorno corporal o mental. [Ver “bajo los efectos” en el Glosario.]
- Tener o tomar medicamentos recetados o de venta libre en la escuela fuera de lo permitido por el reglamento del distrito.

Mal uso de recursos de tecnología e internet

Los estudiantes no deben:

- Violar los reglamentos, reglas o acuerdos firmados por el estudiante o el padre del estudiante referentes al uso de los recursos de tecnología.
- Intentar acceder o evadir contraseñas u otra información relacionada con seguridad del distrito, estudiantes o empleados, o subir o crear virus computacionales, incluso fuera de la propiedad escolar si la conducta causa una interrupción importante al entorno educativo.
- Intentar alterar, destruir o deshabilitar recursos tecnológicos del distrito, incluidos, entre otros, computadoras y equipo relacionado, datos del distrito, datos de otras personas u otras redes conectadas al sistema del distrito, incluso

fuera de la propiedad escolar si la conducta causa una interrupción importante al entorno educativo.

- Usar el internet u otras comunicaciones electrónicas para amenazar o acosar a los estudiantes, empleados, miembros de la junta o voluntarios del distrito, incluso fuera de la propiedad escolar si la conducta causa una interrupción importante al entorno educativo o infringe los derechos de otro estudiante en la escuela.
- Enviar, publicar o poseer mensajes electrónicos abusivos, obscenos, orientados sexualmente, amenazadores, acosadores, que dañen la reputación de una persona, o ilegales, como intimidación cibernética y “sexting”, dentro o fuera de la propiedad escolar, si la conducta causa una interrupción importante al entorno educativo o infringe los derechos de otro estudiante en la escuela.
- Usar el internet u otras comunicaciones electrónicas para participar o fomentar una conducta ilegal o amenazar la seguridad de la escuela, incluso fuera de la propiedad escolar si la conducta causa una interrupción importante al entorno educativo o infringe los derechos de otro estudiante en la escuela.
- Utilizar inteligencia artificial de una manera que constituya deshonestidad académica o como un medio para involucrarse en cualquier otra conducta prohibida.

Transgresiones de seguridad

Los estudiantes no deben:

- Poseer material publicado o electrónico que está diseñado para promover o estimular una conducta ilegal o que podría amenazar la seguridad de la escuela.
- Participar en intercambios verbales (orales o escritos) que amenacen la seguridad de otro estudiante, un empleado de la escuela o la propiedad escolar.
- Hacer acusaciones falsas o engaños respecto de la seguridad de la escuela.
- Participar en cualquier conducta que los directivos de la escuela consideren de manera razonable que interrumpirá sustancialmente el programa escolar o incitará a la violencia.
- Arrojar objetos que puedan causar lesiones físicas o daños a la propiedad.
- Activar un extintor de fuego sin una razón válida.

Infracciones varias

Los estudiantes no deben:

- Violar las normas de vestimenta y aseo que se indican en el Manual para Estudiantes.
- Incurrir en deshonestidad académica, lo que incluye hacer trampa o copiar el trabajo de otro estudiante, el uso no autorizado de inteligencia artificial, el plagio y la comunicación no autorizada entre estudiantes durante un examen.

- Hacer trampa o copiar el trabajo de otra persona.
- Participar en juegos de azar.
- Falsificar registros, pases u otros documentos relacionados con la escuela.
- Participar en acciones o demostraciones que interrumpan sustancialmente o interfieran materialmente con las actividades escolares.
- Infringir reiteradamente las normas de conducta de otras escuelas o salones de clase.

El distrito puede imponer reglas del campus o salón de clase además de las que se encuentran en el Código de Conducta. Estas reglas pueden publicarse en los salones de clase o entregarse al estudiante, y pueden o no constituir violaciones del Código de Conducta.

Violencia en el Noviazgo

La violencia en el noviazgo ocurre cuando una persona, en una relación actual o pasada, utiliza el abuso físico, sexual, verbal o emocional para dañar, amenazar, intimidar o controlar a la otra persona. También ocurre cuando una persona comete estos actos contra otra persona que está casada o en una relación de noviazgo con quien comete el delito.

A efectos de la Política Local de FFH, la violencia en el noviazgo se considera acoso prohibido si la conducta es tan grave, persistente o generalizada que:

1. Afecta la capacidad de un estudiante para participar o beneficiarse de un programa o actividad educativa, o crea un entorno educativo intimidante, amenazante, hostil u ofensivo.

2. Tiene el propósito o el efecto de interferir sustancial o irrazonablemente con el rendimiento académico del estudiante; o

3. Afecta negativamente de cualquier otra forma las oportunidades educativas del estudiante.

Ejemplos de violencia en el noviazgo contra un estudiante pueden incluir agresiones físicas o sexuales; insultos; menosprecios; o amenazas dirigidas al estudiante, a sus familiares o a miembros de su hogar. Otros ejemplos pueden incluir la destrucción de bienes del estudiante, amenazas de suicidio u homicidio si termina la relación, intento de aislarlo de sus amigos y familiares, acoso, amenazas al cónyuge o pareja actual del estudiante, o incitación a otros a participar en estas conductas.

Procedimientos de Denuncia de Estudiantes

Todo estudiante que crea haber experimentado una conducta prohibida, así como cualquier persona que crea que un estudiante ha experimentado una conducta prohibida, debe denunciar inmediatamente los presuntos actos a un maestro, consejero

escolar, director, otro empleado del Distrito o al funcionario del Distrito correspondiente indicado en esta política.

Consulte FFH Local

Técnicas de administración disciplinaria

Se diseñará la disciplina de manera que mejore la conducta y aliente a los estudiantes a ser miembros responsables de la comunidad escolar. La medida disciplinaria será a consideración profesional de maestros y administradores y mediante una variedad de técnicas de administración disciplinaria, incluidas las prácticas restaurativas. La disciplina debe basarse en la gravedad de la infracción, edad y nivel de grado del estudiante, frecuencia de la mala conducta, actitud del estudiante, efecto de la mala conducta en el ámbito escolar y requisitos estatutarios.

Primera infracción por posesión o uso de productos que contienen nicotina o cigarrillos electrónicos

Un administrador correspondiente puede enviar a un estudiante a un programa educativo disciplinario alternativo por la primera infracción por posesión o uso de productos que contienen nicotina o cigarrillos electrónicos, según lo define la Sección 161.081 del Código de Salud y Seguridad.

Si un estudiante que posee o consume cigarrillos electrónicos no es enviado a un programa educativo disciplinario alternativo por la primera infracción según la Sección 37.008 del Código de Educación, el estudiante será suspendido dentro de la escuela por un periodo de al menos 10 días escolares.

Estudiantes con discapacidades

La disciplina de los estudiantes con discapacidades está sujeta a la ley federal y estatal aplicable además del Código de Conducta. En caso de algún conflicto, el distrito cumplirá con la ley federal. Para obtener más información respecto de la disciplina de estudiantes con discapacidades, ver el reglamento FOF(LEGAL).

En conformidad con el Código de Educación, un estudiante que reciba servicios de educación especial no puede ser disciplinado de manera que se produzca un cambio en la asignación educativa del estudiante por conductas que sean parte de la definición de intimidación escolar, intimidación cibernética, acoso o hacer listas negras [ver Glosario] hasta que un comité de admisión, revisión y retiro (ARD) se reúna y revise la conducta.

Para decidir si se ordenará la suspensión, asignación a un DAEP o expulsión, sin importar si la medida es obligatoria o discrecional, el distrito tomará en cuenta una discapacidad que imposibilite considerablemente la capacidad del estudiante para distinguir la ilicitud de la conducta del estudiante.

Técnicas

Se pueden usar las siguientes técnicas de administración de disciplina por sí solas, en combinación o como parte de intervenciones progresivas a causa de conductas prohibidas por el Código de Conducta o por las reglas del campus o del salón de clase:

- Corrección verbal, oral o escrita.
- Tiempo para tranquilizarse o un breve periodo de reflexión, en conformidad con la ley.

- Cambio de asiento en el salón de clase o vehículos operados por o pertenecientes al distrito.
- Confiscación temporal de artículos que interrumpan el proceso de instrucción.
- Recompensas o deméritos.
- Contratos de conducta.
- Consejería por parte de maestros, consejeros escolares o personal administrativo.
- Reuniones de padres y maestros.
- Asesoría en conducta.
- Clases de control del enojo.
- Meditación (víctima-ofensor).
- Círculos en el salón de clase.
- Conferencias de grupos familiares.
- Reducciones de calificación por hacer trampa, plagio y de otra manera permitida por la ley.
- Detención, incluso fuera del horario escolar.
- Enviar al estudiante a la dirección, a otra área asignada, o a en suspensión escolar (ISS).
- Asignación de labores escolares, como limpiar o recoger basura.
- Retiro de privilegios, como participación en actividades extracurriculares, elegibilidad para postularse y ocupar cargos honorarios, o membresía en clubes y organizaciones patrocinados por la escuela.
- Sanciones identificadas en las normas de conducta de las actividades extracurriculares de organizaciones estudiantiles.
- Restricción o revocación de privilegios de transporte del distrito.
- Periodo de prueba evaluado y administrado por la escuela.
- Suspensión dentro de la escuela, según lo especificado en Suspensión dentro de la escuela.
- Suspensión fuera de la escuela, de acuerdo a lo especificado en Suspensión fuera de la escuela.
- Asignación a un DAEP, de acuerdo a lo especificado en Asignación al Programa Disciplinario de Educación Alternativa (DAEP).
- Expulsión y/o asignación a un entorno educativo alternativo, de acuerdo a lo especificado en Asignación y/o expulsión por ciertas infracciones.
- Expulsión, de acuerdo a lo especificado en Expulsión.

- Traslado a una agencia externa o autoridad legal para proceso penal además de medidas disciplinarias impuestas por el distrito.
- Otras estrategias y consecuencias de acuerdo a lo determinado por los directivos de la escuela.

Técnicas aversivas prohibidas

Está prohibido el uso de técnicas aversivas con estudiantes y se definen como técnicas o intervenciones con el propósito de reducir la repetición de una conducta a través de infligir intencionalmente considerable molestia o dolor físico o emocional. Las técnicas aversivas incluyen:

- Usar técnicas diseñadas para causar dolor físico o que probablemente lo causen. [Ver el reglamento FO(LOCAL).]
- Usar técnicas diseñadas para causar dolor físico o que probablemente lo causen a través del electrochoque o cualquier procedimiento que incluye puntos de presión o inmovilización de articulaciones.
- Liberación dirigida de un espray, rocío o sustancia nocivo, tóxico o desagradable cerca del rostro de un estudiante.
- Privar de sueño adecuado, aire, alimentos, agua, albergue, cama, comodidad física, supervisión o acceso a un baño.
- Ridiculizar o denigrar a un estudiante de manera que perjudique o ponga en peligro el aprendizaje o la salud mental del estudiante o constituya abuso verbal.
- Emplear un dispositivo, material u objeto que inmovilice todas las cuatro extremidades de un estudiante, incluso sujeción en el suelo en posición prona o supina.
- Alterar la respiración de un estudiante, incluyendo la aplicación de presión sobre el torso o cuello del estudiante o colocar algo dentro, sobre o encima de la boca o nariz del estudiante o tapar la cara del estudiante.
- Restringir la circulación del estudiante.
- Sujetar al estudiante a un objeto inmóvil mientras el estudiante está de pie o sentado.
- Inhibir, reducir o entorpecer la capacidad del estudiante para comunicarse.
- Usar sujeciones químicas.
- Usar el tiempo de reflexión de una manera que evite que el estudiante pueda participar y avanzar como corresponde en el currículo requerido o en cualesquier metas programa de educación individualizada (IEP) que correspondan, incluso aislando al estudiante usando barreras físicas.
- Privar al estudiante de uno o más de los sentidos del estudiante, a menos que la técnica no cause incomodidad al estudiante o cumpla con el plan de intervención conductual (BIP) o IEP del estudiante.

Notificación

El CBC notificará inmediatamente al padre del estudiante por teléfono o en persona cualquier violación que pueda dar como resultado suspensión en la escuela o fuera de la escuela, asignación a un DAEP, asignación a un JJAEP, o expulsión. El CBC también notificará al padre del estudiante si el estudiante ha sido detenido por un oficial de la policía bajo las disposiciones disciplinarias del Código de Educación.

Se hará un esfuerzo de buena fe para proporcionar una notificación escrita de la medida disciplinaria al estudiante, el día en que se tomó la medida, para entregarla al padre del estudiante. Si se contacta al padre por teléfono o en persona antes de las 5:00 p.m. del primer día hábil después de que se haya seguido la medida disciplinaria, el CBC enviará una notificación escrita por correo postal de EE.UU. Si el CBC no puede informar al padre, el director o su representante le darán el aviso.

Antes de que el director o administrador adecuado asigne a un estudiante menor de 18 años a detención fuera del horario escolar regular, se informará al padre del estudiante el motivo de la detención y se permitirán arreglos para el transporte necesario.

Participación de los padres

El director, el coordinador de conducta del campus o el administrador correspondiente notificará al padre/madre o tutor legal del estudiante que haya sido colocado en un programa educativo disciplinario alternativo (DAEP) o expulsado sobre el derecho del padre, madre o tutor/a de solicitar un acuerdo de comportamiento que especifique las responsabilidades del padre, madre o tutor/a y del estudiante.

El acuerdo de conducta debe especificar las responsabilidades del estudiante y del padre, madre o tutor. Si se cumple, el acuerdo puede dar lugar a una reducción del periodo de asignación disciplinaria, tal y como se describe en el acuerdo. La reducción del periodo de asignación disciplinaria no da derecho al estudiante a una asignación disciplinaria diferente. La decisión de reducir, revocar o modificar el periodo de asignación disciplinaria queda a la entera discreción de la administración de la escuela. El cumplimiento del acuerdo es necesario para que la reducción siga siendo válida.

Apelaciones

Las preguntas de los padres acerca de las medidas disciplinarias deberían dirigirse al maestro, a la administración del campus o al CBC, según corresponda. Las apelaciones o reclamos con respecto al uso de técnicas específicas de administración de disciplina se deben dirigir en conformidad con el reglamento FNG(LOCAL). Se puede obtener una copia del reglamento en la oficina del director, la oficina del CBC, o en la oficina de administración central o a través de Policy Online® en la siguiente dirección: Manual de Polizas de San Elizario ISD

El distrito no demorará una consecuencia disciplinaria mientras un estudiante o padre tramita una queja. En el caso de que se acuse a un estudiante de haber tenido una conducta que coincida con la definición de acoso sexual según se define en el Título IX, el distrito cumplirá con la ley federal correspondiente, que incluye el proceso de quejas formales del Título IX. Vea los reglamentos FFH(LEGAL) y (LOCAL).

Remoción del autobús escolar

Un conductor de autobús puede derivar a un estudiante a la oficina del director o a la oficina del CBC para mantener una disciplina efectiva en el autobús. El director o CBC debe emplear técnicas adicionales de administración de disciplina, según corresponda, las cuales pueden incluir la restricción o revocación de los privilegios de viajar en autobús de un estudiante.

Para transportar a los estudiantes de manera segura, el operador del vehículo debe concentrarse en conducir y no distraerse con la mala conducta de algún estudiante. Por lo tanto, cuando las técnicas apropiadas de administración de disciplina no mejoran la conducta del estudiante o cuando una mala conducta específica justifica la remoción inmediata, el director o el CBC puede restringir o revocar los privilegios de transporte del estudiante, en conformidad con la ley.

Remoción del entorno educativo regular

Además de otras técnicas de administración de disciplina, la mala conducta puede dar como resultado la remoción del entorno educativo regular mediante un traslado de rutina o una remoción formal.

Derivación de rutina

Una derivación de rutina ocurre cuando un maestro envía a un estudiante a la oficina del CBC como técnica de administración de disciplina. El CBC empleará técnicas alternativas de administración de disciplina, incluyendo intervenciones progresivas. Un maestro o administrador puede remover a un estudiante de la clase por una conducta que infrinja este Código de Conducta para mantener una buena disciplina en el salón de clase.

Remoción formal por parte del maestro

Un maestro puede iniciar una remoción formal de la clase si:

1. La conducta de un estudiante interfiere repetidamente con la capacidad del maestro de enseñar la clase o con la capacidad de aprender de otros estudiantes; o
2. Un estudiante presenta una conducta rebelde, perturbadora o abusiva hacia el maestro, otro adulto u otro estudiante en el salón de clases.
3. Código de Educación 37.0832

Un maestro, CBC u otro administrador correspondiente debe notificar a los padres o tutores legales del estudiante la remoción formal. Un maestro puede remover a un estudiante de la clase por un solo incidente de mala conducta.

En un plazo de tres días escolares de la remoción formal, el CBC o el administrador correspondiente programará una reunión con el padre del estudiante, el estudiante, el maestro que retiró al estudiante de la clase y cualquier otro administrador que corresponda.

En la reunión, el CBC o el administrador correspondiente informará al estudiante la supuesta mala conducta y las consecuencias propuestas. El estudiante tendrá una oportunidad para responder a las acusaciones.

Cuando un maestro remueva a un estudiante del salón de clase regular y esté pendiente una reunión, el CBC u otro administrador puede asignar al estudiante a:

- Otro salón de clase adecuado.
- ISS.
- Suspensión fuera de la escuela.
- DAEP.

Un maestro o administrador debe remover a un estudiante de la clase si el estudiante tiene una conducta que bajo el Código de Educación requiera o permita que el

estudiante sea asignado a un DAEP o expulsado. Al ser removido por esos motivos, se seguirán los procedimientos de las secciones subsiguientes sobre DAEP o expulsión.

Regresar a un estudiante al salón de clase

Un estudiante que haya sido retirado formalmente de la clase por un maestro por una conducta en contra del maestro que contenga elementos de agresión, agresión agravada, agresión sexual o agresión sexual agravada no puede regresar a la clase del maestro sin el consentimiento escrito del maestro.

Un estudiante que haya sido retirado formalmente por un maestro por cualquier otra conducta no puede regresar a la clase del maestro sin el consentimiento escrito del maestro a menos que el comité de revisión de asignaciones determine que la clase del maestro es la mejor o la única alternativa y que, a más tardar el tercer día de clases después del día en que el estudiante fue expulsado de la clase, se haya celebrado una reunión en la que se haya dado al profesor la oportunidad de participar. El estudiante no podrá volver a la clase del maestro a menos que este dé su consentimiento por escrito para su regreso o se haya preparado un plan de reincorporación a clase para dicho estudiante.

Apelaciones de las remociones formales por parte de un maestro

Un estudiante puede apelar la remoción de la clase por parte del maestro ante el comité de revisión de asignación de la escuela o el equipo escolar de evaluación de amenazas y seguridad y apoyo del campus, de conformidad con el reglamento del distrito que establece que dicha apelación se presente ante este equipo.

Suspensión dentro de la escuela

Una suspensión dentro de la escuela no está sujeta a ningún límite de tiempo.

Un director u otro administrador correspondiente de la escuela revisará la suspensión dentro de la escuela del estudiante al menos una vez cada 10 días escolares tras la fecha de inicio de la suspensión para evaluar el progreso educativo del estudiante y determinar si corresponde continuar con la suspensión dentro de la escuela.

Durante una suspensión dentro de la escuela, un estudiante recibirá los servicios de apoyo conductuales adecuados y los servicios educativos comparables que el estudiante recibiría en el aula. Si el estudiante recibe servicios de educación especial, el estudiante debe continuar recibiendo la educación especial y los servicios relacionados especificados en el programa de educación individualizada del estudiante (IEP) y seguir teniendo la posibilidad de progresar en el plan de estudios general.

[Vea Primera infracción por posesión o uso de productos que contienen nicotina o cigarrillos electrónicos para conocer las limitaciones a la norma general].

Proceso

Antes de ser suspendido, el estudiante deberá mantener una reunión informal con el CBC o el administrador correspondiente, quien le informará de la supuesta conducta indebida y le dará la oportunidad de responder a la acusación antes de que el administrador tome una decisión.

El CBC determinará la cantidad de días de suspensión del estudiante.

Al decidir si ordena la suspensión dentro de la escuela, el CBC tendrá en cuenta:

1. La legítima defensa [ver Glosario];
2. La intención o falta de intención en el momento en que el estudiante incurrió en la conducta;
3. Los antecedentes disciplinarios del estudiante;
4. Una discapacidad que afecte sustancialmente a la capacidad del estudiante para apreciar la ilicitud de su conducta;
5. La situación del estudiante bajo la tutela del Departamento de Servicios Familiares y de Protección (acogida familiar); o
6. La situación del estudiante como persona sin hogar.

El administrador correspondiente determinará cualquier restricción a la participación en actividades extracurriculares y cocurriculares patrocinadas por la escuela o relacionadas con ella.

Suspensión fuera de la escuela

Mala conducta

Se puede suspender a los estudiantes por conducta incluida en el Código de Conducta como infracción general de conducta, infracción de DAEP o infracción que amerita expulsión.

El distrito no utilizará la suspensión fuera de la escuela para los estudiantes en un grado inferior al tercer grado a menos que la conducta cumpla con los requisitos establecidos por la ley.

Un estudiante en un grado inferior al tercer grado o un estudiante que no tiene hogar no será suspendido fuera de la escuela a menos que, mientras se encuentre en la propiedad escolar o mientras asista a una actividad patrocinada por la escuela o relacionada con la escuela dentro o fuera de la propiedad escolar, el estudiante:

- Participe en una conducta que incluya los elementos de una infracción con armas, en conformidad con la Sección 46.02 o 46.05 del Código Penal.
- Participe en una conducta que ponga en peligro la salud y la seguridad inmediatas de otros estudiantes en el aula;
- Participe en conductas documentadas que provoquen perturbaciones repetidas o significativas en el aula; o
- Venda, dé o entregue a otra persona, o posea, use o esté bajo los efectos de cualquier cantidad de marihuana, bebidas alcohólicas o sustancias controladas o drogas peligrosas, según lo definido por la ley federal o estatal.

El distrito utilizará un programa de conducta positiva como alternativa disciplinaria para los estudiantes en grados inferiores al tercer grado que cometan violaciones de conducta general en lugar de suspensión o asignación a un DAEP. El programa deberá cumplir con los requisitos de la ley.

Proceso

La ley estatal permite que un estudiante sea asignado a la suspensión fuera de la escuela por un máximo de tres días escolares por violación de conducta, sin límite del número de veces que puede ser suspendido en un semestre o año escolar.

Antes de ser suspendido, un estudiante tendrá una reunión informal con el CBC o el administrador correspondiente, quien informará al estudiante la supuesta mala conducta.

El CBC determinará el número de días de la suspensión de un estudiante, pero no excederá tres días escolares.

Para decidir si se debe ordenar suspensión fuera de la escuela, el CBC considerará:

1. Defensa propia [ver Glosario];
2. Intención o falta de intención al momento en el que el estudiante participó en la conducta;

3. El historial disciplinario del estudiante;
4. Una discapacidad que imposibilite de manera significativa la capacidad del estudiante para distinguir la ilicitud de su conducta;
5. La situación de un estudiante bajo tutela del Departamento de Familia y Servicios de Protección (cuidado tutelar); o
6. La situación de no tener hogar de un estudiante.

El administrador correspondiente determinará las restricciones de la participación en actividades extracurriculares y paralelas patrocinadas por la escuela o relacionadas con la escuela.

Asignación alternativa

Los padres o tutores legales del estudiante pueden presentar una solicitud por escrito al director u otro administrador correspondiente para que se reasigne a un estudiante que haya sido suspendido fuera de la escuela. El padre, madre o tutor legal del estudiante deberá proporcionar información y documentación que demuestre que no puede supervisar adecuadamente al estudiante en el horario escolar durante el periodo de suspensión. La reasignación del estudiante sancionado con suspensión fuera de la escuela queda a la entera discreción del director u otro administrador correspondiente.

Trabajo de clase durante la suspensión

El distrito se asegurará de que un estudiante reciba acceso al trabajo de la clase de los cursos del currículo básico mientras el estudiante está en suspensión dentro o fuera de la escuela, incluso al menos un método de recepción de este trabajo de clase que no requiera del uso de internet.

Un estudiante que se traslade del salón de clase regular a ISS u otro programa de educación, además de DAEP, tendrá una oportunidad, antes del inicio del siguiente año escolar, de completar un curso básico del plan de estudio en el cual el estudiante estaba matriculado al momento de la remoción. El distrito puede dar la oportunidad a través de cualquier método disponible, incluido un curso por correspondencia, otra opción de aprendizaje a distancia o la escuela de verano. El distrito no hará ningún cargo al estudiante por el método para completar el trabajo provisto por el distrito.

Asignación al Programa Disciplinario de Educación Alternativa (DAEP)

Asignación al Programa Disciplinario de Educación Alternativa (DAEP)

El DAEP se ofrecerá en un entorno distinto al salón de clase regular del estudiante. Un estudiante de primaria no puede ser asignado a un DAEP con un estudiante que no sea un estudiante de primaria.

Para propósitos del DAEP, la clasificación de primaria será de kindergarten a 6o. grado y la clasificación de secundaria será de 7o. a 12o. grado.

Los programas de verano provistos por el distrito darán servicio a los estudiantes asignados a un DAEP en conjunto con otros estudiantes.

Un estudiante expulsado por una infracción que de otra manera habría dado como resultado la asignación a un DAEP no tiene que asignarse a un DAEP además de la expulsión.

Para decidir si se debe asignar a un estudiante a un DAEP, sin importar si la acción es obligatoria o discrecional, el CBC considerará:

1. Defensa propia [ver Glosario];
2. Intención o falta de intención al momento en el que el estudiante participó en la conducta;
3. El historial disciplinario del estudiante;
4. Una discapacidad que imposibilite de manera significativa la capacidad del estudiante para distinguir la ilicitud de su conducta;
5. La situación de un estudiante bajo tutela del Departamento de Familia y Servicios de Protección (cuidado tutelar); o
6. La situación de no tener hogar de un estudiante.

Asignación discrecional: Mala conducta que puede dar como resultado la asignación a un DAEP

Se puede asignar a un estudiante a un DAEP por conductas prohibidas en la sección de Violaciones generales de conducta de este Código de Conducta.

Se puede asignar a un estudiante a un DAEP por las siguientes violaciones de conducta:

Mala conducta identificada en la ley estatal

En conformidad con la ley estatal, se puede asignar a un estudiante a un DAEP por alguna de las siguientes infracciones:

- Participación en intimidación escolar que anime a un estudiante a morir por suicidio.
- Incitación de violencia en contra de un estudiante a través de intimidación escolar grupal.

- Publicación o amenaza de publicación de material visual íntimo de un menor o de un estudiante de 18 años de edad o mayor sin el consentimiento del estudiante.
- Participación en una fraternidad, hermandad, sociedad secreta o pandilla de una escuela pública, incluida la participación como miembro o bajo juramento, o solicitar a otra persona que tome juramento o sea miembro de una fraternidad, hermandad, sociedad secreta o pandilla de una escuela pública. [Ver Glosario]
- Participación en una actividad delictiva de pandilla callejera delincuente. [Ver Glosario
- Cualquier travesura delictiva, incluido un delito mayor.
- Agresión (sin lesión corporal) con amenaza de lesión corporal inminente.
- Agresión mediante contacto físico ofensivo o provocativo.
- Participa en conductas que contienen los elementos del delito de actividades perturbadoras según la Sección 37.123 del Código de Educación.
- Participa en conductas que contienen los elementos del delito de perturbación de clases según la Sección 37.124 del Código de Educación.
- Posee o utiliza un cigarrillo electrónico, tal y como se define en la Sección 161.081 del Código de Salud y Seguridad, salvo que, si un estudiante que posee o utiliza un cigarrillo electrónico no es asignado a un programa educativo disciplinario alternativo por la primera infracción según las Sección 37.008 del Código de Educación, el estudiante será asignado a una suspensión dentro de la escuela por un periodo de al menos 10 días escolares. Consulte la sección Primera infracción por posesión o uso de productos que contienen nicotina o cigarrillos electrónicos para obtener más información.

En conformidad con la ley estatal, se puede asignar a un estudiante a un DAEP si el superintendente o su representante cree de manera razonable [ver Glosario] que el estudiante participó en una conducta sancionable como delito mayor, que ocurra fuera de la propiedad escolar y no en un evento patrocinado por la escuela o relacionado con la escuela, si la presencia del estudiante en el salón de clase regular amenaza la seguridad de otros estudiantes o maestros, o se considera peligroso para el proceso educativo. En el caso de los robos agravados o los delitos graves enumerados como infracciones en el Título 5 [ver Glosario] del Código Penal, es obligatorio.

El CBC puede asignar a un estudiante a un DAEP por conducta fuera de la escuela para la cual la ley estatal exija la asignación a un DAEP si el administrador no tiene conocimiento de la conducta antes del primer aniversario de la fecha en que ocurrió la conducta.

Asignación obligatoria: Mala conducta que requiere asignación a un DAEP

Se debe asignar a un estudiante a un DAEP si:

- Participa en una conducta relacionada con una falsa alarma o informe (incluida una amenaza de bomba) o una amenaza terrorista que incluya una escuela pública. [Ver glosario].
    - Comete las siguientes infracciones en propiedad de la escuela, dentro de 300 pies de la propiedad escolar según lo medido desde cualquier punto del límite de la propiedad escolar, o mientras asiste a una actividad patrocinada por la escuela o relacionada con la escuela dentro o fuera de la propiedad escolar.
    - Participa en una conducta sancionable como delito mayor.
    - Comete una agresión [ver glosario] bajo el Código Penal 22.01(a)(1).
    - Salvo según lo dispuesto por la Sección 37.007(a)(3) del Código de Educación, vende, da o entrega a otra persona, o posee, usa o está bajo los efectos de una sustancia controlada o droga peligrosa en una cantidad que no constituya un delito mayor. [Las infracciones de drogas consideradas delito mayor relacionadas con la escuela se incluyen en Expulsión]. [Ver en el glosario “bajo los efectos”, “sustancia controlada” y “droga peligrosa”.]
    - Vende, da o entrega a otra persona, o posee, usa o está bajo los efectos de la marihuana o THC. Un estudiante con una receta válida de cannabis de bajo THC según lo autorizado por el Capítulo 487 del Código de Salud y Seguridad no infringe esta disposición.
    - Vende, da o entrega a otra persona una bebida alcohólica; comete una infracción grave mientras está bajo los efectos del alcohol; o posee, usa o está bajo los efectos del alcohol.
    - Se comporta de tal manera que sus actos contienen los elementos de una infracción relacionada con abuso de sustancias químicas volátiles.
    - Vende, da o entrega a otra persona un cigarrillo electrónico, según lo definido por la Sección 161.081 del Código de Salud y Seguridad.
    - Se comporta de tal manera que sus actos contienen los elementos de lascivia o exhibicionismo público. [Ver Glosario].
    - Participa en una conducta que contiene los elementos de una infracción de acoso contra un empleado bajo 42.07(a)(1), (2), (3) o (7) del Código Penal.
- Participa en una conducta que amerita expulsión y tiene de seis a nueve años de edad.
- Comete una violación federal con armas de fuego y es menor de seis años.
- Participa en una conducta que contiene los elementos de la infracción de represalia en virtud de la Sección 36.06 del Código Penal contra algún empleado o voluntario de la escuela dentro o fuera de la propiedad escolar.

- Participa en una conducta que contiene los elementos del acoso en virtud de la Sección 42.07 del Código Penal contra cualquier empleado o voluntario de la escuela dentro o fuera de la propiedad escolar.

El estudiante recibe enjuiciamiento diferido [ver Glosario], o un tribunal o jurado determina que el estudiante ha participado en una conducta delictiva [ver Glosario], o el superintendente o su representante cree de manera razonable [ver Glosario], según la Sección 53.03 del Código de Familia, que el estudiante participó en la conducta definida como cualquiera de los siguientes delitos en virtud del Código Penal:

1. un delito grave según el Título 5;
2. el delito de conducta mortal según la Sección 22.05;
3. delito grave de robo agravado según la Sección 29.03;
4. delito de alteración del orden público con arma de fuego según la Sección 42.01(a)(7) u (8); o
5. delito de porte ilegal de armas según la Sección 46.02, excepto los delitos punibles como delitos menores de clase C según dicha sección.

Agresión sexual y asignaciones de campus

Se transferirá a un estudiante a otro campus si:

- El estudiante ha sido convicto de abuso sexual continuo de un niño pequeño o de una persona discapacitada, o convicto o asignado a una adjudicación diferida por agresión sexual o agresión sexual agravada en contra de otro estudiante de la misma escuela; y
- El padre de la víctima u otra persona con autoridad de actuar en nombre de la víctima solicita que la junta transfiera al estudiante ofensor a otro campus.

Si no hay otra escuela en el distrito que brinde servicio al nivel de grado del estudiante ofensor, entonces se transferirá a un DAEP.

Proceso

Las remociones a un DAEP las debe hacer el CBC.

Reunión

Cuando se remueve a un estudiante de una clase por una infracción de DAEP, el CBC o el administrador correspondiente programará una reunión dentro de tres días escolares con el padre del estudiante, el estudiante y, en caso de la remoción por un maestro, el maestro.

En la reunión, el CBC o el administrador correspondiente brindará al estudiante:

- Información, oral o escrita, de las razones de la remoción;
- Una explicación de las bases de la remoción; y
- Una oportunidad para responder a las razones de la remoción.

Después de intentos válidos de pedir la asistencia, el distrito puede detener la reunión y tomar una decisión de la asignación sin importar si el estudiante o los padres del estudiante asisten a la reunión.

Consideración de factores de mitigación

Para decidir si se debe asignar a un estudiante a un DAEP, sin importar si la acción es obligatoria o discrecional, el CBC considerará:

1. Defensa propia [ver Glosario];
2. Intención o falta de intención al momento en el que el estudiante participó en la conducta;
3. El historial disciplinario del estudiante;
4. Una discapacidad que imposibilite de manera significativa la capacidad del estudiante para distinguir la ilicitud de su conducta;
5. La situación de un estudiante bajo tutela del Departamento de Familia y Servicios de Protección (cuidado tutelar); o
6. La situación de no tener hogar de un estudiante.

Orden de asignación

Después de la reunión, si se asigna al estudiante a un DAEP, el CBC escribirá una orden de asignación. Se enviará una copia de la orden de asignación a un DAEP e información para el padre o la persona designada en la relación de padre con el estudiante sobre el proceso de solicitar una evaluación individual e inicial completa del estudiante para propósitos de servicios de educación especial al estudiante y al padre del estudiante.

A más tardar el segundo día hábil después de la reunión, el representante de la junta entregará al tribunal de menores una copia de la orden de asignación y toda la información requerida por la Sección 52.04 del Código de Familia.

Si se asigna al estudiante a un DAEP y el periodo de asignación no coincide con las pautas incluidas en este Código de Conducta, la orden de asignación dará aviso de la incoherencia.

DAEP con cupo lleno

Si un DAEP tiene cupo lleno al momento que el CBC decide la asignación por una conducta relacionada con marihuana, THC, un cigarrillo electrónico, alcohol o una sustancia química volátil, se asignará al estudiante a ISS y luego se le transferirá a un DAEP por el resto del período cuando haya cupo disponible antes del vencimiento del período de asignación.

Si un DAEP tiene cupo lleno al momento en que el CBC está decidiendo la asignación de un estudiante que participó en una conducta violenta, un estudiante asignado en un DAEP por una conducta relacionada con marihuana, THC, un cigarrillo electrónico, alcohol o una sustancia química volátil se puede asignar a ISS para disponer de

espacio en el DAEP para el estudiante que participó en una conducta violenta. Si hay un lugar disponible en un DAEP antes del vencimiento del período de la asignación para el estudiante sacado de la escuela, el estudiante deberá regresar a un DAEP por el resto del período.

Aviso del trabajo del curso

Se dará un aviso escrito al padre o tutor de un estudiante asignado a un DAEP sobre la oportunidad del estudiante de completar, sin costo para el estudiante, un curso base del plan de estudios en el que el estudiante estaba matriculado al momento de la remoción y que se requiere para graduación. El aviso incluirá información referente a todos los métodos disponibles para completar el trabajo del curso.

Duración de una asignación

El CBC determinará la duración de la asignación de un estudiante a un DAEP.

La duración de la asignación de un estudiante será determinada según cada caso en base a la gravedad de la infracción, la edad y nivel de grado del estudiante, la frecuencia de la mala conducta, la actitud del estudiante y los requisitos legales.

El periodo máximo de la asignación a un DAEP será de un año calendario, salvo lo estipulado a continuación.

A menos que se especifique de otra manera en la orden de asignación, los días ausentes de un DAEP no deberán contar para completar el número de días requeridos en la orden de asignación a un DAEP de un estudiante.

El distrito administrará las evaluaciones previas y posteriores requeridas para los estudiantes asignados a un DAEP durante un periodo de 90 días o más en conformidad con los procedimientos administrativos establecidos del distrito para administrar otras evaluaciones de diagnóstico o de punto de referencia.

Excede un año

La asignación a un DAEP puede exceder un año cuando una revisión del distrito determina que el estudiante es una amenaza para la seguridad de otros estudiantes o empleados del distrito.

Las limitaciones estatutarias sobre el periodo de una asignación a un DAEP no se aplican a la asignación resultante de la decisión de la junta para asignar a un estudiante que participó en una agresión sexual de otro estudiante para que no se asigne a los estudiantes al mismo campus.

Excede el año escolar

A los estudiantes que cometen infracciones que requieren la asignación a un DAEP al final del año escolar se les puede exigir que continúen en esa asignación al inicio del siguiente año escolar para completar el término de la asignación.

Para una asignación a un DAEP que se extienda más allá del final del año escolar, el CBC o el representante de la junta debe determinar que:

1. La presencia del estudiante en el salón de clase regular o escuela presenta un peligro de daño físico para el estudiante o los demás; o
2. El estudiante ha participado en una mala conducta grave o persistente [ver Glosario] que viola el Código de Conducta del distrito.

Excede 60 días

Para la asignación a un DAEP de más de 60 días o del final del siguiente periodo de calificaciones, lo que ocurra primero, se dará aviso al padre del estudiante y la oportunidad de participar en un proceso ante la junta o el representante de la junta.

Apelaciones

Las preguntas de los padres acerca de las medidas disciplinarias se deben dirigir a la administración escolar.

Las apelaciones de un estudiante o padre de la asignación a un DAEP se gestionarán en conformidad con el reglamento FNG(LOCAL). Se puede obtener una copia de este reglamento en la oficina del director, la oficina del CBC, la oficina de administración central o a través de Policy Online®™ en la siguiente dirección: Manual de Polizas de San Elizario ISD

Las apelaciones comenzarán en nivel uno con el Director de la escuela.

El distrito no demorará consecuencias disciplinarias en espera del resultado una apelación. La decisión de asignar a un estudiante a un DAEP no se puede apelar más allá de la junta.

Restricciones durante la asignación

El distrito no permite a ningún estudiante asignado a un DAEP participar en ninguna actividad extracurricular o paralela patrocinada por la escuela o relacionada con la escuela, incluyendo postularse para un cargo honorario y/o membresía en un club u organización patrocinado por la escuela.

A un estudiante asignado a un DAEP no se le proveerá transporte, a menos que el estudiante sea un estudiante con discapacidad que tenga derecho a transporte en conformidad con el IEP del estudiante o el plan de la Sección 504.

Para los estudiantes de doceavo grado que reúnen los requisitos para graduarse y se asignan a un DAEP al momento de la graduación, el último día de la asignación en el programa será el último día de instrucción y se permitirá al estudiante participar en la ceremonia de graduación y en las actividades relacionadas con la graduación, a menos que se especifique de otra manera en la orden de asignación a DAEP.

Revisión de asignación

El CBC o el representante de la junta proveerá a un estudiante asignado a un DAEP una revisión de su estatus, incluido el estatus académico, a intervalos que no excedan 120 días. En el caso de un estudiante de preparatoria, también se revisará el progreso del estudiante hacia la graduación y el plan de graduación del estudiante. En la

revisión, se dará la oportunidad al estudiante o al padre del estudiante de presentar argumentos para el regreso del estudiante al salón de clase o campus regular. El estudiante no puede regresar al salón de clase regular de un maestro que haya removido al estudiante sin consentimiento de ese maestro.

Mala conducta adicional

Si durante el plazo de la asignación a un DAEP el estudiante participa en mala conducta adicional para la cual se requiere o permite la asignación a un DAEP o expulsión, se pueden llevar a cabo procesos adicionales y el CBC puede hacer una orden disciplinaria adicional como resultado de esos procesos.

Aviso de actuaciones penales

Cuando un estudiante se asigne a un DAEP por ciertas infracciones, la oficina del fiscal notificará al distrito si:

1. Se negó el enjuiciamiento del caso del estudiante por falta de mérito de acusación o evidencias insuficientes y no se iniciará ningún proceso formal, adjudicación diferida [ver Glosario] ni enjuiciamiento diferido; o
2. El tribunal o jurado determinó que el estudiante no es culpable, o descubrió que el estudiante no participó en una conducta delictiva o conducta que indique una necesidad de supervisión, y el caso se desestimó con prejuicio.

Si se asignó a un estudiante a un DAEP por dicha conducta, al recibir el aviso del fiscal, el superintendente o su representante revisará la asignación del estudiante y programará una revisión con el padre del estudiante a más tardar el tercer día después de que el superintendente o su representante reciba aviso del fiscal. El estudiante no puede regresar al salón de clase regular hasta que se lleve a cabo la revisión.

Después de revisar el aviso y recibir información del padre del estudiante, el superintendente o su representante puede continuar la asignación del estudiante si hay motivos para pensar que la presencia del estudiante en el salón de clase regular amenaza la seguridad de los demás estudiantes o del maestro.

El estudiante o padre del estudiante puede apelar la decisión del superintendente a la junta. El estudiante no puede regresar al salón de clase regular hasta que se lleve a cabo la apelación. En caso de una apelación, la junta, en la siguiente reunión programada, revisará el aviso del fiscal y recibirá información del estudiante, el padre del estudiante y el superintendente o su representante, y confirmará o invertirá la decisión del superintendente o su representante. La junta hará un informe de los procesos.

Si la junta confirma la decisión del superintendente o su representante, el estudiante y el padre del estudiante pueden apelar ante el Comisionado de Educación. El estudiante no puede regresar al salón de clase regular hasta que se lleve a cabo la apelación.

Asignación al Programa Disciplinario de Educación Alternativa (DAEP)

Baja durante el proceso

Cuando un estudiante viole el Código de Conducta del distrito de una manera que requiera o permita que el estudiante se asigne a un DAEP y el estudiante se da de baja del distrito antes de completar la orden de la asignación, el CBC puede completar los procesos y emitir una orden de asignación. Si el estudiante se matricula nuevamente en el distrito durante el mismo año escolar o el subsiguiente, el distrito puede ejecutar la orden en ese momento, menos cualquier periodo que el estudiante haya cumplido la asignación durante su matrícula en otro distrito. Si el CBC o la junta no emite una orden de asignación después de la baja del estudiante, el siguiente distrito en el cual se matricule el estudiante puede completar los procesos y emitir una orden de asignación.

Estudiantes recién matriculados

El distrito continuará la asignación al DAEP de un estudiante que se matricule en el distrito y haya sido asignado a un DAEP en una escuela autónoma (charter) de inscripción abierta u otro distrito, incluido un distrito en otro estado.

Cuando un estudiante se matricula en el distrito con una asignación a un DAEP de un distrito de otro estado, el distrito tiene el derecho de asignar al estudiante en un DAEP de la misma manera que a cualquier otro estudiante recién matriculado si la conducta cometida es una razón de asignación a un DAEP en el distrito que recibe al estudiante.

La ley estatal requiere que el distrito reduzca una asignación impuesta por un distrito en otro estado que exceda un año de manera que la asignación total no exceda un año. Sin embargo, después de una revisión, la asignación se puede extender a más de un año si el distrito determina que el estudiante es una amenaza para la seguridad de otros estudiantes o empleados, o si la asignación extendida es para el mejor interés del estudiante.

Procedimiento de asignación de emergencia

Cuando sea necesaria una asignación de emergencia debido a la conducta indebida, perturbadora o abusiva que interfiera seriamente con las operaciones del salón de clase o de la escuela, se dará al estudiante un aviso oral de la razón de la acción. A más tardar el décimo día después de la fecha de asignación, se dará la oportunidad al estudiante de tener una reunión apropiada requerida para la asignación a un DAEP.

Servicios de transición

En conformidad con la ley y los procedimientos del distrito, el personal del campus proveerá servicios de transición a un estudiante que regresa al salón de clase regular de un programa alternativo de educación, incluso de un DAEP. Para obtener más información, ver el reglamento FOCA(LEGAL).

Asignación y/o expulsión por ciertas infracciones

Esta sección incluye dos categorías de infracciones para las cuales el Código de Educación estipula procesos únicos y consecuencias específicas.

Delincuentes sexuales registrados

En conformidad con la ley estatal, al recibir una notificación de que un estudiante debe registrarse actualmente como ofensor sexual, el distrito debe remover al estudiante del salón de clase regular y determinar la asignación apropiada, a menos que el tribunal ordene la asignación a JJAEP.

Si el estudiante está bajo alguna forma de supervisión de la corte, incluida libertad condicional, supervisión de la comunidad, libertad provisional, el estudiante se asignará a DAEP o JJAEP por lo menos un semestre.

Si el estudiante no está bajo ninguna forma de supervisión de la corte, el estudiante puede ser asignado a DAEP o JJAEP por un semestre o puede ser asignado a un salón de clase regular. El estudiante no puede ser asignado al salón de clase regular si la junta o su representante determina que la presencia del estudiante:

1. Amenaza la seguridad de otros estudiantes o maestros;
2. Será perjudicial para el proceso de instrucción; o
3. No es para el mejor interés de los estudiantes del distrito.

Comité de revisión

Al final del primer semestre de la asignación de un estudiante a un entorno educativo alternativo y antes del inicio de cada año escolar para el cual el estudiante permanezca en una asignación alternativa, en conformidad con la ley estatal, el distrito formará un comité para revisar la asignación del estudiante. El comité recomendará si el estudiante debería regresar al salón de clase regular o permanecer en la asignación. Sin tener ningún hallazgo especial, la junta o su representante debe seguir la recomendación del comité.

La revisión de la asignación de un estudiante discapacitado que recibe servicios de educación especial debe hacerla el comité de ARD.

Estudiante recién matriculado

Si un estudiante se matricula en el distrito durante una asignación obligatoria como ofensor sexual registrado, el distrito pude tomar en cuenta el tiempo que el estudiante ya pasó en una asignación, o puede exigir un semestre adicional en una asignación alternativa sin llevar a cabo una revisión de la asignación.

Apelación

Un estudiante o padre de un estudiante puede apelar la asignación solicitando una reunión entre la junta o su representante, el estudiante y el padre del estudiante. La reunión se limita a la pregunta factual sobre si el estudiante se debe registrar como ofensor sexual. Cualquier decisión de la junta o su representante bajo esta sección es definitiva y no se puede apelar.

Expulsión

Para decidir si se debe ordenar la expulsión, sin importar si la acción es obligatoria o discrecional, el CBC considerará:

1. Defensa propia [ver Glosario];
2. Intención o falta de intención al momento en el que el estudiante participó en la conducta;
3. El historial disciplinario del estudiante;
4. Una discapacidad que imposibilite de manera significativa la capacidad del estudiante para distinguir la ilicitud de su conducta;
5. La situación de un estudiante bajo tutela del Departamento de Familia y Servicios de Protección (cuidado tutelar); o
6. La situación de no tener hogar de un estudiante.

Expulsión discrecional: Mala conducta que puede dar como resultado la expulsión

Algunos de los siguientes tipos de mala conducta pueden dar como resultado una asignación obligatoria a un DAEP, sin importar si se expulsa o no al estudiante. [Ver Asignación al Programa Disciplinario de Educación Alternativa (DAEP)]

Cualquier sitio

Un estudiante puede ser expulsado por:

- Participación en intimidación escolar que anime a un estudiante a morir por suicidio.
- Incitación de violencia en contra de un estudiante a través de intimidación escolar grupal.
- Publicación o amenaza de publicación de material visual íntimo de un menor o de un estudiante de 18 años de edad o mayor sin el consentimiento del estudiante.
- Mala conducta delictiva, si es sancionable como delito mayor.
- Quebrantamiento de seguridad informática. [Ver Glosario]
- Participación en una conducta relacionada con una falsa alarma o informe (incluida una amenaza de bomba) o una amenaza terrorista que incluya una escuela pública.

En la escuela, a 300 pies o en un evento escolar

Un estudiante puede ser expulsado por cometer cualquiera de las siguientes infracciones en la escuela o dentro de 300 pies de la propiedad escolar según lo medido desde cualquier punto del límite de la propiedad escolar, o mientras asista a una actividad patrocinada por la escuela o relacionada con la escuela dentro o fuera de la propiedad escolar:

- Vende, da o entrega a otra persona, o posee, usa o está bajo los efectos de cualquier cantidad de marihuana, una sustancia controlada o una droga peligrosa, a menos que la conducta sea punible como delito grave. Un estudiante con una receta válida de cannabis de bajo THC según lo autorizado por el Capítulo 487 del Código de Salud y Seguridad no infringe esta disposición. [Ver “bajo los efectos” en el Glosario]
- Participa en una conducta mortal. [Ver Glosario]

Dentro de 300 pies de la escuela

Un estudiante puede ser expulsado por posesión de un arma de fuego, según lo define la ley federal, mientras se encuentre dentro de 300 pies de la propiedad escolar, medido desde cualquier punto en la línea límite de la propiedad real de la escuela.

Propiedad de otro distrito

Un estudiante puede ser expulsado por cometer una infracción que el estado considere infracción con expulsión obligatoria si la infracción se comete en la propiedad de otro distrito en Texas o mientras el estudiante asiste a una actividad patrocinada por la escuela o relacionada con la escuela de otro distrito en Texas.

En un DAEP

Un estudiante puede ser expulsado por participar en mala conducta grave documentada que viole el Código de Conducta del distrito, a pesar de las intervenciones de conducta documentadas mientras está asignado a un DAEP. Para propósitos de expulsión discrecional de un DAEP, mala conducta grave significa:

1. Conducta violenta deliberada que imponga una amenaza directa a la salud o seguridad de los demás;
2. Extorción, que significa la obtención de dinero u otra propiedad por fuerza o amenaza;
3. Conducta que constituya coerción, según lo definido por el Código Penal 1.07; o
4. Conducta que constituya la infracción de:
    a. Lascivia pública bajo el Código Penal 21.07;
    b. Exhibicionismo bajo el Código Penal 21.08;
    c. Mala conducta delictiva bajo el Código Penal 28.03;
    d. Novatadas maliciosas bajo el Código de Educación 37.152; o
    e. Acoso bajo el Código Penal 42.07(a)(1) de un estudiante o empleado del distrito.

Expulsión obligatoria: Mala conducta que requiere expulsión

Un estudiante debe ser expulsado bajo la ley federal o estatal por cualquiera de las siguientes infracciones que ocurran dentro o fuera de la propiedad escolar.

Bajo la ley federal

Llevar o poseer en la escuela, incluido cualquier lugar que esté bajo control o supervisión del distrito para propósitos de una actividad escolar, un arma de fuego, según lo definido por la ley federal. [Ver Glosario]

Nota: La expulsión obligatoria bajo la Ley Federal de Escuelas sin Armas no se aplica a un arma de fuego que esté legalmente guardada dentro de un vehículo con seguro, o a armas de fuego usadas en actividades aprobadas y autorizadas por el distrito cuando el distrito ha adoptado medidas de resguardo apropiadas para garantizar la seguridad del estudiante.

Bajo el Código Penal

- Portar ilegalmente sobre la persona del estudiante lo siguiente, de manera prohibida por el Código Penal 46.02:
    - Una pistola, definida por la ley estatal como un arma de fuego diseñada, hecha o adaptada para usarse con una mano. [Ver Glosario] Nota: Un estudiante no puede ser expulsado únicamente con base en el uso, exhibición, o posesión del estudiante de un arma de fuego que ocurra en unas instalaciones de tiro al blanco que no estén ubicadas en un campus escolar, al participar o prepararse para participar en una competencia deportiva de tiro patrocinada por la escuela o en una actividad deportiva de tiro patrocinada o apoyada por el Departamento de Parques y Vida Silvestre, o una organización deportiva de tiro trabajando con el departamento. [Ver el reglamento FNCG (LEGAL)].
- Una navaja restringida en el sitio, de acuerdo a lo definido por la ley estatal. [Ver Glosario]
- Poseer, fabricar, transportar, reparar o vender un arma prohibida, de acuerdo a lo definido por la ley estatal. [Ver Glosario]
- Participar en una conducta que implica los elementos del delito de exhibir, utilizar o amenazar con exhibir o utilizar un arma de fuego según la Sección 37.125 del Código de Educación.
- Comportarse de una manera en la cual la conducta contenga elementos de las siguientes infracciones bajo el Código Penal:
    - Agresión agravada, agresión sexual o agresión sexual agravada.
    - Incendio premeditado. [Ver Glosario]
    - Homicidio, asesinato capital o intento criminal de cometer homicidio o asesinato capital.
    - Indecencia con un menor.
    - Secuestro o secuestro agravado.
    - Hurto, robo o robo agravado.
    - Homicidio no premeditado.

- Homicidio criminal negligente.
- Abuso sexual continuo de un niño pequeño o de una persona discapacitada.
- Conducta sancionable como delito mayor que incluye vender, dar o entregar a otra persona, o poseer, usar, o estar bajo los efectos de una sustancia controlada o una droga peligrosa.
- Participar en conductas que contengan elementos de agresión contra un empleado o voluntario de la escuela.

Menos de diez años

Cuando un estudiante menor de diez años participa en una conducta que se castiga con expulsión, el estudiante no será expulsado, sino que se le asignará a un DAEP. Un estudiante menor de seis años no se debe asignar a un DAEP a menos que haya cometido una infracción federal con armas de fuego.

Programa virtual de expulsión

- En algunas circunstancias, un estudiante puede ser asignado a un programa de expulsión virtual.
- La escuela debe asegurarse de que los estudiantes del programa cuenten con la tecnología y el acceso a Internet necesarios, y debe proporcionárselos si es necesario.
- El programa virtual debe cumplir, en la medida de lo posible, con los mismos requisitos que un programa disciplinario de educación alternativa (DAEP).
- La asignación del estudiante debe revisarse cada 45 días escolares.
- Si se libera una plaza presencial, la escuela debe planificar el regreso del estudiante al aprendizaje presencial.
- Si se considera apropiado continuar con la asignación virtual, la escuela debe documentar la decisión.

Consideración de la educación virtual como alternativa a la expulsión

Antes de que un distrito escolar pueda expulsar a un estudiante, el distrito debe considerar la idoneidad y viabilidad de, como alternativa a la expulsión, inscribir al estudiante en un programa híbrido a tiempo completo, un programa virtual a tiempo completo, un campus híbrido a tiempo completo o un campus virtual a tiempo completo. Este requisito no se aplica a los alumnos expulsados en virtud de las Secciones 37.0081 o 37.007(a), (d) o (e) del Código de Educación.

Proceso

Si se piensa que un estudiante ha cometido una infracción cuyo castigo es la expulsión, el CBC u otro administrador apropiado programará una audiencia dentro de un periodo razonable. Se invitará al padre del estudiante por escrito para que asista a la audiencia.

Hasta que se pueda llevar a cabo una audiencia, el CBC u otro administrador puede asignar al estudiante a:

- Otro salón de clase adecuado.
- ISS.
- Suspensión fuera de la escuela.
- DAEP.

Audiencia

Se dará a un estudiante que se enfrente a la expulsión una audiencia con el debido proceso. El estudiante tiene derecho a:

1. Representación por el padre del estudiante u otro adulto que pueda proveer guía al estudiante y que no sea empleado del distrito;
2. Una oportunidad de testificar y presentar evidencias y testigos en su defensa; y
3. Una oportunidad de hacer preguntas a los testigos convocados por el distrito para la audiencia.

Después de dar aviso al estudiante y su padre sobre la audiencia, el distrito puede detener la audiencia sin importar si el estudiante o los padres del estudiante asisten.

La junta escolar delega al Superintendente Asociado la autoridad de llevar a cabo audiencias y expulsar a estudiantes.

Revisión de la expulsión por parte de la junta

Después del debido proceso de la audiencia, el estudiante expulsado puede solicitar que la junta revise las decisiones de expulsión. El estudiante o padre debe presentar una solicitud escrita al superintendente en un plazo de siete días después de recibir la decisión escrita. El superintendente debe dar al estudiante o padre un aviso escrito de la fecha, la hora y el lugar de la reunión en la cual la junta revisará la decisión.

La junta revisará el informe de la audiencia de expulsión en una reunión privada, a menos que el padre solicite por escrito que el asunto se puede llevar a cabo en una reunión pública. La junta también puede escuchar una declaración del estudiante o padre y del representante de la junta.

La junta considerará y basará su decisión en evidencias reflejadas en el informe y en cualquier declaración hecha por las partes en la revisión. La junta hará y comunicará su decisión verbalmente al concluir la presentación. No se diferirán las consecuencias hasta que finalice el resultado de la audiencia.

Orden de expulsión

Antes de ordenar la expulsión, la junta o el CBC considerará:

1. Defensa propia [ver Glosario];
2. Intención o falta de intención al momento en el que el estudiante participó en la conducta;

3. El historial disciplinario del estudiante;
4. Una discapacidad que imposibilite de manera significativa la capacidad del estudiante para distinguir la ilicitud de su conducta;
5. La situación de un estudiante bajo tutela del Departamento de Familia y Servicios de Protección (cuidado tutelar); o
6. La situación de no tener hogar de un estudiante.

Si el estudiante es expulsado, la junta o su representante darán al estudiante y al padre del estudiante una copia de la orden de expulsión del estudiante.

A más tardar el segundo día hábil después de la audiencia, el Superintendente Asociado entregará al tribunal de menores una copia de la orden de expulsión y toda la información requerida por la Sección 52.04 del Código de Familia.

Si el periodo de expulsión no coincide con las pautas incluidas en el Código de Código de Conducta, la orden de expulsión dará aviso de la incoherencia.

Duración de la expulsión

La duración de la expulsión se basará en la gravedad de la infracción, la edad y nivel de grado del estudiante, la frecuencia de la mala conducta, la actitud del estudiante y los requisitos estatutarios.

La duración de la expulsión de un estudiante se determinará con base en cada caso. El periodo máximo de la expulsión es un año calendario, salvo lo estipulado a continuación.

Una expulsión no puede exceder un año, a menos que, después de la revisión, el distrito determine que:

1. El estudiante es una amenaza para la seguridad de otros estudiantes o empleados del distrito; o
2. La expulsión prolongada es para el mejor interés del estudiante.

La ley federal y estatal exige que un estudiante se expulse del salón de clase regular durante un periodo de por lo menos un año calendario por llevar a la escuela un arma de fuego, de acuerdo a lo definido por la ley federal. Sin embargo, el superintendente puede modificar la duración de la expulsión con base en cada caso.

A los estudiantes que cometen infracciones que requieren la expulsión al final del año escolar se les puede expulsar incluso después de iniciar el siguiente año escolar para completar el término de la expulsión.

Baja durante el proceso

Cuando la conducta de un estudiante requiera o permita la expulsión del distrito y el estudiante se da de baja del distrito antes de que se lleve a cabo la audiencia de la expulsión, el distrito puede llevar a cabo una audiencia después de enviar aviso escrito al padre o al estudiante.

Si el estudiante se matricula nuevamente en el distrito durante el mismo año escolar o el subsiguiente, el distrito puede ejecutar la orden de expulsión en ese momento, menos cualquier periodo que el estudiante haya cumplido el periodo de expulsión durante su matrícula en otro distrito.

Si el CBC o la junta no emite una orden de expulsión después de la baja del estudiante, el siguiente distrito en el cual se matricule el estudiante puede completar los procesos.

Mala conducta adicional

Si durante la expulsión el estudiante participa en mala conducta adicional para la cual se requiere o permite la asignación a un DAEP o expulsión, se pueden llevar a cabo procesos adicionales y el CBC puede emitir una orden disciplinaria adicional como resultado de esos procesos.

Restricciones durante la expulsión

Los estudiantes expulsados tienen prohibido estar en la propiedad escolar o asistir a actividades patrocinadas por la escuela o relacionadas con la escuela durante el periodo de expulsión.

No se obtendrá ningún crédito académico por el trabajo perdido durante el periodo de expulsión a menos que el estudiante esté matriculado en un JJAEP u otro programa aprobado por el distrito.

Estudiantes recién matriculados

El distrito continuará la expulsión de cualquier estudiante recién matriculado expulsado de otro distrito o de una escuela autónoma (charter) de inscripción abierta hasta que se complete el periodo de expulsión.

Si un estudiante expulsado de otro estado se matricula en el distrito, el distrito puede continuar la expulsión bajo los términos de la orden de expulsión, puede asignar a un estudiante a un DAEP durante el periodo especificado en la orden, o puede permitir que el estudiante asista a clases regulares si:

1. El distrito del otro estado provee al distrito una copia de la orden de expulsión; y
2. La infracción que causó la expulsión es también una infracción con motivo de expulsión en el distrito en el cual el estudiante se está matriculando.

Si un distrito escolar de otro estado expulsó al estudiante por un periodo que exceda un año y el distrito continúa la expulsión o asigna al estudiante a un DAEP, el distrito reducirá el periodo de expulsión o asignación a un DAEP de manera que el periodo no exceda un año, a menos que después de una revisión se determine que:

1. El estudiante es una amenaza para la seguridad de otros estudiantes o empleados del distrito; o
2. La asignación prolongada es para el mejor interés del estudiante.

Procedimientos de expulsión de emergencia

Cuando sea necesaria una expulsión de emergencia para proteger a personas o propiedad de un daño inminente, se dará al estudiante un aviso verbal de la razón de la acción. Es posible ordenar una expulsión de emergencia sobre la base de un solo incidente de comportamiento por parte del estudiante. Dentro de diez días después de la fecha de la expulsión de emergencia, se dará al estudiante el debido proceso requerido para un estudiante que se enfrenta a una expulsión.

Asignación a un DAEP de estudiantes expulsados

El distrito puede proveer servicios de instrucción a cualquier estudiante expulsado en un DAEP. Sin embargo, servicios de instrucción en el DAEP deben proveerse si el estudiante tiene menos de diez años de edad.

Servicios de transición

En conformidad con la ley y los procedimientos del distrito, el personal del campus proveerá servicios de transición para un estudiante que regresa al salón de clase regular de una asignación a un programa alternativo de educación, incluso de un DAEP o JJAEP. Para obtener más información, ver los reglamentos FOCA(LEGAL) y FODA(LEGAL).

Ciertos delitos graves

Independientemente de si la asignación al DAEP o la expulsión son necesarias o están permitidas por alguna de las razones expuestas en las secciones de Asignación al DAEP o Expulsión, de conformidad con la Sección 37.0081 del Código de Educación, un estudiante puede ser expulsado y asignado al DAEP o al JJAEP si la junta o el CBC llegan a determinadas conclusiones y se dan las siguientes circunstancias en relación con un robo agravado o un delito grave según el Título 5 [vea glosario] del Código Penal. El estudiante debe:

- Haber recibido un aplazamiento del proceso judicial por una conducta definida como robo agravado o un delito grave del Título 5;
- Haber sido declarado por un tribunal o un jurado culpable de una conducta delictiva definida como robo agravado o un delito grave del Título 5;
- Haber sido acusado de participar en una conducta definida como robo agravado o un delito grave del Título 5;
- Haber sido remitido a un tribunal de menores por presuntamente participar en una conducta delictiva definida como robo agravado o delito grave según el Título 5; o
- Haber recibido libertad condicional o sentencia diferida, o haber sido arrestado, acusado o condenado por robo agravado o delito grave según el Título 5.

El distrito puede expulsar al estudiante y ordenar su asignación en estas circunstancias, independientemente de:

1. La fecha en que se produjo la conducta del estudiante;

2. El lugar en el que se produjo la conducta;
3. Si la conducta se produjo mientras el estudiante estaba matriculado en el distrito; o
4. Si el estudiante ha cumplido con éxito los requisitos impuestos por el tribunal en relación con la conducta.

Audiencia y conclusiones requeridas

El estudiante debe primero tener una audiencia ante la junta o su representante designado, quien debe determinar que, además de las circunstancias anteriores que permiten la expulsión, la presencia del estudiante en el salón de clases regular:

1. Amenaza la seguridad de otros estudiantes o maestros;
2. Será perjudicial para el proceso educativo; o
3. No es lo mejor para los estudiantes del distrito.

Cualquier decisión de la junta o de la persona designada por la junta en virtud de esta sección es definitiva y no puede ser apelada.

Duración de la asignación

El estudiante estará sujeto a la asignación hasta que:

1. Se gradúe de la preparatoria;
2. Los cargos sean desestimados o reducidos a un delito menor; o
3. El estudiante complete el plazo de la asignación o sea asignado a otro programa.

Revisión de la asignación

Un estudiante asignado a un DAEP o JJAEP en virtud de esta sección tiene derecho a que el CBC o la persona designada por la junta revise su situación, incluida su situación académica, a intervalos que no excedan los 120 días. En el caso de un estudiante de preparatoria, también se revisará el progreso del estudiante hacia la graduación y su plan de graduación. En la revisión, el estudiante o sus padres tendrán la oportunidad de presentar argumentos a favor del regreso del estudiante al salón de clases o al campus habitual.

Estudiantes recién matriculados

Un estudiante procedente de otro distrito escolar que se matricule en este distrito antes de completar una asignación en virtud de esta sección deberá completar el periodo de asignación.

Glosario

Abuso es el uso inapropiado o excesivo.

Acoso incluye:

1. Conducta que cumple con la definición establecida en los reglamentos del distrito DIA(LOCAL) y FFH(LOCAL);
2. Conducta que amenaza causar daños o lesiones corporales a otra persona, incluido un estudiante del distrito, empleado, miembro de la junta, o voluntario; es sexualmente intimidante; causa daños físicos a las pertenencias de otro estudiante; sujeta a otro estudiante a restricción física; o daña maliciosa y considerablemente la salud o seguridad física o emocional de otro estudiante, de acuerdo a lo definido en el Código de Educación 37.001(b)(2); o
3. Conducta que es sancionable como delito bajo el Código Penal 42.07, incluso los siguientes tipos de conducta si se llevan a cabo con la intención de acosar, molestar, alarmar, abusar, atormentar o avergonzar a otro:
    a. Iniciar comunicación y, en el transcurso de la comunicación, realizar un comentario, solicitud, sugerencia o propuesta que es obsceno, según lo definido por la ley;
    b. Amenazar, en una forma que es razonablemente probable que alarme a la persona que recibe la amenaza, de que se va a infligir daño físico a la persona o a cometer un delito mayor en contra de la persona, un integrante de la familia o grupo familiar de la persona o los bienes de la persona;
    c. Expresar, en una forma que es razonablemente probable que alarme a la persona que recibe el informe, un informe falso, que el emisor sabe que es falso, que diga que otra persona ha fallecido o sufrido lesión física grave;
    d. Hacer que el teléfono u otro dispositivo timbre reiteradamente, o hacer comunicaciones telefónicas repetitivas de modo anónimo, o que de una manera razonable tenga la posibilidad de acosar, molestar, alarmar, abusar, atormentar, avergonzar u ofender a otra persona;
    e. Hacer una llamada telefónica e intencionalmente no colgar o desconectar la llamada;
    f. Permitir a sabiendas el uso de un teléfono bajo control de la persona por otra persona para cometer un delito bajo esta sección;
    g. Enviar comunicaciones electrónicas reiteradas en una forma que es razonable que produzca acoso, molestia, alarma, abuso, tormento, vergüenza u ofensa a otro; y
    h. Publicar en un sitio web de Internet, incluidas las plataformas de redes sociales, comunicaciones electrónicas repetidas de manera tal que sea razonablemente probable que causen angustia, abuso o tormento a otra

persona, a menos que las comunicaciones se hagan en relación con un asunto de interés público, tal como lo define la ley; o

i. Hacer llamadas telefónicas obscenas, intimidantes o amenazadoras o a través de otra comunicación electrónica de un número de teléfono temporal o desechable provisto por una aplicación de Internet u otro medio de tecnología.

Adjudicación diferida es una alternativa a la búsqueda de convicción en el tribunal que se puede ofrecer a un menor por una conducta delictiva o conducta que indique una necesidad de supervisión.

Agresión se define en parte en el Código Penal 22.01 como causar intencionalmente, a sabiendas o imprudentemente lesión corporal a otra persona; amenazar intencionalmente o a sabiendas a otra persona con lesión corporal inminente; o causar intencionalmente o a sabiendas contacto físico con otra persona que pueda considerarse de manera razonable como ofensivo o provocador.

Amenaza terrorista, definida por el Código Penal 22.07, es una amenaza de violencia a alguna persona o propiedad con la intención de:

1. Causar una reacción de cualquier tipo de alguna agencia oficial o voluntaria organizada para lidiar con emergencias;
2. Atemorizar a una persona de una lesión corporal grave e inminente;
3. Impedir o interrumpir la ocupación o uso de un edificio; habitación, lugar de reunión o lugar de acceso público; lugar de empleo u ocupación; avión, automóvil, u otro medio de transporte; u otro lugar público;
4. Impedir o interrumpir las comunicaciones públicas; el transporte público; suministro de agua, gas o electricidad pública; u otro servicio público;
5. Atemorizar al público o a un grupo público de una lesión corporal grave; o
6. Influir la conducta o actividades de una dependencia o agencia del gobierno federal, el estado, o una subdivisión política del estado (incluido el distrito).

Ametralladora, definida por el Código Penal 46.01, es cualquier arma de fuego que es capaz de disparar más de dos tiros automáticamente, sin recargo manual, con un solo apretón del gatillo.

Antisemitismo se define en la sección 448.001 del Código de Gobierno como una determinada percepción de los judíos que puede expresarse como odio hacia ellos. El término incluye manifestaciones retóricas y físicas de antisemitismo dirigidas hacia personas judías o no judías o sus propiedades, o hacia instituciones comunitarias judías y sus lugares de culto. Se incluyen ejemplos de antisemitismo en la “Definición de trabajo del antisemitismo” de la Alianza Internacional para el Recuerdo del Holocausto, adoptada el 26 de mayo de 2016.

Arma de cañón corto se define en el Código Penal 46.01 como un rifle con cañón de menos de 16 pulgadas de largo o una escopeta con cañón de menos de 18 pulgadas, o cualquier arma hecha de un rifle o escopeta que, al alterarse, tenga una longitud total de menos de 26 pulgadas.

Glosario

Arma de fuego se define en la ley federal (18 U.S.C. 921(a)) como:

1. Cualquier arma (incluyendo una pistola de salva) que se convertirá, está diseñada para convertirse o se puede convertir en un dispositivo que lanza un proyectil mediante la acción de un explosivo;
2. El marco o receptor de cualquier tipo de arma;
3. Cualquier amortiguador de sonido de arma de fuego o silenciador de arma de fuego, que se define como cualquier dispositivo para silenciar, amortiguar o reducir la explosión de un arma de fuego portátil; o
4. Cualquier dispositivo destructivo, como un explosivo, bomba incendiaria o de gas venenoso, o granada.

Dicho término no incluye un arma de fuego considerada antigüedad.

Arma de imitación significa un objeto que se parece a un arma pero que no está destinado a causar lesiones corporales graves.

Arma explosiva, definida en el Código Penal 46.01, es un explosivo o bomba incendiaria, granada, cohete, o mina y su mecanismo de ejecución que está diseñado, hecho o adaptado para el propósito de infligir una lesión corporal grave, la muerte o daños considerables a la propiedad, o para el propósito principal de causar un ruido muy fuerte que cause alarma o terror al público.

Arma improvisada, definida por el Código Penal 46.01, es un dispositivo, o combinación de dispositivos, que originalmente no son un arma de fuego, pero que se adaptan para disparar un proyectil a través de un cañón de ánima lisa o rayada usando la energía generada por una explosión o sustancia ardiente.

Arma prohibida bajo el Código Penal 46.05(a) significa:

1. Los siguientes artículos, a menos que estén registrados con la Agencia de Alcohol, Tabaco, Armas de Fuego y Explosivos de EE.UU., o que no estén sujetos de otra manera al requisito de registro, o a menos que el artículo esté clasificado como curiosidad o reliquia por el Departamento de Justicia de EE.UU.:
    a. Un arma explosiva;
    b. Una ametralladora;
2. Munición perforante;
3. Dispositivo dispensador de químicos;
4. Un arma improvisada;
5. Un dispositivo para desinflar neumáticos; o
6. Un dispositivo de explosivo improvisado.

Autodefensa es el uso de fuerza contra otra persona hasta el grado que una persona piensa de manera razonable que es inmediatamente necesaria para protegerse a sí misma.

Bajo los efectos significa la falta del uso normal de las facultades físicas o mentales. El deterioro de las facultades físicas o mentales de una persona puede detectarse por un patrón de conducta anormal o errática, la presencia de síntomas físicos de uso de alcohol o drogas, o admitiéndolo. Un estudiante que esté “bajo los efectos” no tiene que estar intoxicado legalmente para causar una medida disciplinaria.

Cigarrillo electrónico significa un cigarrillo electrónico u otro dispositivo que simula el fumar usando un elemento de calentamiento mecánico, pila o circuito electrónico para dispensar nicotina u otras sustancias a la persona que inhala del dispositivo, o una solución líquida consumible u otro material aerosolizado o vaporizado durante el uso de un cigarrillo electrónico u otro dispositivo descrito en esta disposición. El término incluye cualquier dispositivo que es fabricado, distribuido o vendido como un cigarrillo electrónico, puro electrónico o pipa electrónica, o bajo otro nombre o descripción de producto y un componente, pieza o accesorio para el dispositivo, sin importar si el componente, pieza o accesorio se vende por separado del dispositivo.

Conducta delictiva es una conducta que viola la ley federal o estatal y que sea sancionable mediante prisión o encarcelamiento. Incluye la conducta que viole ciertas órdenes del tribunal de menores, incluyendo órdenes de libertad condicional, pero no incluye violaciones a las leyes de tránsito.

Conducta mortal bajo el Código Penal 22.05 ocurre cuando una persona participa imprudentemente en una conducta que plantea a otro un peligro inminente de lesión física grave, como disparar un arma de fuego conscientemente en dirección a una persona, habitación, edificio o vehículo.

Creencia razonable es aquella que una persona común de inteligencia promedio y lucidez mental creería. El Capítulo 37 exige que el superintendente o su representante tome determinadas decisiones disciplinarias cuando tenga una creencia razonable de que el estudiante participó en una conducta sancionable como delito mayor. En la formación de una creencia razonable de ese tipo, el superintendente o su representante puede utilizar toda la información disponible y debe considerar la información provista en el aviso de la detención de un estudiante bajo el Código de Procedimientos Penales, Artículo 15.27.

Delitos mayores del Título 5 son los delitos mayores incluidos en el Título 5 del Código Penal que generalmente involucran lesión a una persona y pueden incluir:

- Asesinato, homicidio no premeditado u homicidio bajo las Secciones 19.02 - .05;
- Secuestro bajo la Sección 20.03;
- Trata de personas bajo la Sección 20A.02;
- Tráfico ilícito o continuo de personas bajo las Secciones 20.05 - .06;
- Agresión bajo la Sección 22.01;
- Agresión agravada bajo la Sección 22.02;
- Agresión sexual bajo la Sección 22.011;
- Agresión sexual agravada bajo la Sección 22.021;

- Privación ilegal de la libertad bajo la Sección 20.02;
- Abuso sexual continuo de un niño pequeño o de una persona discapacitada bajo la Sección 21.02;
- Bestialidad/bestialismo bajo la Sección 21.09;
- Relación inapropiada entre el educador y el estudiante bajo la Sección 21.12;
- Voyerismo bajo la Sección 21.17;
- Indecencia con un menor bajo la Sección 21.11;
- Grabación visual invasiva bajo la Sección 21.15;
- Revelación o promoción de material visual íntimo bajo la Sección 21.16;
- Coerción sexual bajo la Sección 21.18;
- Lesión a un menor, un anciano o una persona discapacitada de cualquier edad bajo la Sección 22.04;
- Abandono o puesta en peligro de un menor bajo la Sección 22.041;
- Conducta mortal bajo la Sección 22.05;
- Amenaza terrorista bajo la Sección 22.07;
- Ayuda a una persona a morir por suicidio según la Sección 22.08; y
- Manipulación de un producto de consumo bajo la Sección 22.09;

Discrecional significa que algo se deja o regula por un tomador de decisiones local.

Dispositivo de comunicación personal se refiere a un teléfono, un celular, por ejemplo, un teléfono inteligente o teléfono plegable, una tableta, un reloj inteligente, un dispositivo de radio, un dispositivo de localización o cualquier otro dispositivo electrónico capaz de establecer telecomunicaciones o comunicaciones digitales.

Dispositivo dispensador de químicos, definido por el Código Penal 46.01, es un dispositivo diseñado, hecho o adaptado para el propósito de dispensar una sustancia capaz de causar un efecto psicológico o fisiológico adverso en un ser humano. Un dispensador de químicos pequeño que se vende comercialmente para protección personal no está dentro de esta categoría.

Dispositivo para desinflar neumáticos se define en parte por el Código Penal 46.01 como un dispositivo, incluyendo un abrojo o ponchallantas que, cuando se conduce por encima, impide o detiene el movimiento de un vehículo de ruedas perforando uno o más neumáticos del vehículo.

Droga peligrosa se define en el Código de Salud y Seguridad 483.001 como un dispositivo o una droga que no es segura para automedicación y que no está incluida en los Anexos I a V o en los Grupos 1 a 4 de Sanción de la Ley de sustancias controladas de Texas. El término incluye un dispositivo o una droga que la ley federal prohíbe dispensar sin receta o que restringe para uso de un veterinario habilitado o por orden del mismo.

Enjuiciamiento diferido se puede ofrecer a un menor como una alternativa a la búsqueda de convicción en el tribunal por una conducta delictiva o conducta que indique una necesidad de supervisión.

Exhibicionismo, definido por el Código Penal 21.08, es una ofensa que ocurre cuando una persona expone el ano de la persona o alguna parte de los genitales de la persona con la intención de despertar o gratificar los deseos sexuales de una persona, y al exhibidor no le importa si la otra persona presente se ofenderá o alarmará a causa de la acción.

Explosivo improvisado, definido por el Código Penal 46.01, es una bomba completa y funcional diseñada para causar lesiones corporales graves, la muerte o daños considerables a la propiedad, que se fabrica de una manera improvisada con el uso de componentes no militares.

Falsa alarma o informe bajo el Código Penal 42.06 ocurre cuando una persona deliberadamente inicia, comunica o distribuye un informe de una bomba, incendio, infracción u otra emergencia presente, pasada o futura que sabe que es falsa o sin fundamentos y que generalmente:

1. Causaría la acción de la policía o agencia voluntaria organizada para lidiar con emergencias;
2. Atemorizaría a una persona de una lesión corporal grave e inminente; o
3. Impediría o interrumpiría la ocupación de un edificio, habitación o lugar de reunión.

Fraternidad, hermandad, sociedad secreta o pandilla de una escuela pública significa una organización compuesta en su totalidad o en parte por estudiantes que buscan perpetuarse a sí mismos aceptando miembros adicionales de entre los estudiantes matriculados en la escuela con base a una membresía en lugar de la libre elección de un estudiante calificado. Las organizaciones educativas incluidas en el Código de Educación 37.121(d) son excepciones de esta definición.

Grafiti incluye marcas con pintura, pluma o marcador indeleble, o dispositivo de grabación en bienes tangibles sin el consentimiento del propietario. Las marcas pueden incluir inscripciones, eslogan, dibujos o pinturas.

Incendio premeditado se define en parte en el Código Penal 28.02 como un delito que incluye:

1. Crear un incendio o causar una explosión con la intención de destruir o hacer daños:
    a. De vegetación, cerca o estructura en un terreno abierto; o
    b. A cualquier edificio, habitación o vehículo:
        (1) Sabiendo que está dentro de los límites de una ciudad o poblado incorporado;
        (2) Sabiendo que está asegurado contra daños o destrucción;

(3) Sabiendo que está sujeto a una hipoteca u otro interés de garantía;

(4) Sabiendo que está ubicado en la propiedad de otra persona;

(5) Sabiendo que está ubicado dentro de la propiedad de otra persona; o

(6) Cuando la persona que inicia el incendio no considera que el incendio o la explosión pondrá en peligro la vida de alguna persona o la seguridad de la propiedad de una persona.

2. Crear un incendio o explosión de manera imprudente mientras se fabrique o intente fabricar una sustancia controlada si el incendio o la explosión daña algún edificio, habitación o vehículo; o
3. Crear un incendio o causar una explosión de manera intencional y esto causa:
    a. Dañar o destruir de manera imprudente un edificio que pertenece a otra persona; o
    b. Causar de manera imprudente que otra persona sufra lesiones corporales o la muerte.

Intimidación cibernética (cyberbullying), como se define en el Código de Educación 37.0832, es intimidación a través del uso de algún dispositivo de comunicación electrónica, incluso a través del uso de un teléfono celular u otro tipo de teléfono, una computadora, una cámara, correo electrónico, mensajes instantáneos, mensajes de texto, una aplicación de redes sociales, un sitio web de internet o cualquier otra herramienta de comunicación por internet.

Intimidación escolar (bulllying) se define como una acción o un patrón de acciones significativas por parte de uno o más estudiantes dirigidas a otro estudiante que aprovecha un desequilibrio de poder, e implica participar en la expresión verbal o escrita, en la expresión a través de medios electrónicos o en conducta física que:

1. Tiene el efecto o tendrá el efecto de lastimar físicamente a un estudiante, dañar las pertenencias de un estudiante o imponer en un estudiante un temor razonable de daño a su persona o daño a sus pertenencias;
2. Es tan grave, persistente e intensa que la acción o amenaza crea un entorno educativo que es intimidante, amenazador o abusivo para un estudiante;
3. Perturba de manera sustancial y considerable el proceso de instrucción o el funcionamiento ordenado de un salón de clase o escuela; o
4. Infringe los derechos de la víctima en la escuela.

La intimidación escolar incluye la intimidación cibernética (cyberbullying). (Ver a continuación) Las leyes de este estado sobre la intimidación escolar se aplican a:

1. Intimidación escolar que ocurre en la propiedad escolar, se dirige deliberadamente a la propiedad escolar o al sitio de una actividad patrocinada o relacionada con la escuela, dentro o fuera de la propiedad escolar;

2. Intimidación escolar que ocurre en un autobús o vehículo escolar público o privado que se utiliza para transportar estudiantes de ida o vuelta a la escuela o a una actividad patrocinada o relacionada con la escuela; y
3. Intimidación cibernética que ocurre fuera de la propiedad escolar o fuera de una actividad patrocinada o relacionada con la escuela si dicha intimidación interfiere con las oportunidades educativas de un estudiante o interrumpe considerablemente la operación ordenada de un salón de clase, escuela o actividad patrocinada o relacionada con la escuela.

Lascivia pública, definida por el Código Penal 21.07, es una ofensa que ocurre cuando una persona participa deliberadamente en el coito sexual, coito sexual desviado o contacto sexual en un lugar público o, si no es un lugar público, lo hace sin importarle si otras personas presentes se ofenderán o alarmarán a causa de la acción.

Mala conducta grave significa:

1. Conducta violenta deliberada que imponga una amenaza directa a la salud o seguridad de los demás;
2. Extorción, que significa la obtención de dinero u otra propiedad por fuerza o amenaza;
3. Conducta que constituya coerción, según lo definido por el Código Penal 1.07; o
4. Conducta que constituya la infracción de;
    a. Lascivia pública bajo el Código Penal 21.07;
    b. Exhibicionismo bajo el Código Penal 21.08;
    c. Mala conducta delictiva bajo el Código Penal 28.03;
    d. Novatadas maliciosas bajo el Código de Educación 37.152; o
    e. Acoso bajo el Código Penal 42.07(a)(1) de un estudiante o empleado del distrito.

Mala conducta grave o persistente incluye, entre otras cosas:

- Conducta que es causa de expulsión permisible o asignación obligatoria a un DAEP.
- Conducta identificada por el distrito como causa de asignación discrecional a un DAEP.
- Acciones o demostraciones que interrumpan de manera considerable o interfieran materialmente con las actividades escolares.
- Negarse a tratar de hacer o completar el trabajo escolar asignado.
- Insubordinación.
- Usar lenguaje profano o vulgar, o hacer gestos obscenos.
- Salir de la propiedad escolar sin permiso.
- Falsificar registros, pases u otros documentos relacionados con la escuela.

- Negarse a aceptar medidas disciplinarias asignadas por un maestro o director.

Manoplas significa cualquier instrumento que consiste de anillos o cubiertas hechas de una sustancia dura y diseñado o adaptado para causar lesiones corporales graves o la muerte golpeando a una persona con el puño apretando los nudillos.

Material visual íntimo, definido por el Código Civil de Prácticas y Remedios 98B.001 y el Código Penal 21.16, es un material visual que representa a una persona con sus partes íntimas expuestas o participando en una conducta sexual. “Material visual” significa cualquier película, fotografía, cinta de video, negativo o diapositiva de cualquier reproducción fotográfica o cualquier otro medio físico que permite que una imagen se presente en una computadora u otra pantalla de video y cualquier imagen transmitida a una computadora u otra pantalla visual.

Munición perforante se define en el Código Penal 46.01 como munición de pistola usada en pistolas y revólveres y diseñada principalmente para penetrar metal o blindaje personal.

Navaja restringida en el sitio, definida por el Código Penal 46.01, es una navaja con una cuchilla de más de cinco pulgadas y media.

Novatada maliciosa (hazing) se define en el Código de Educación 37.151 como un acto intencional, consciente o imprudente, en el campus o fuera de él, hecho por una persona sola o que actúa con otras, dirigido a un estudiante con el propósito de comprometer, iniciar, afiliar, tener un cargo o mantener la membresía en una organización estudiantil si el acto contiene los elementos del Código de Educación 37.151, entre ellos:

1. Cualquier tipo de brutalidad física;
2. Una actividad que someta al estudiante a un riesgo irrazonable de daño o que perjudique la salud física o mental del estudiante, como privación de sueño, exposición a factores meteorológicos, encierro en espacios reducidos, calistenia o consumo de alimentos, líquidos, drogas u otras sustancias;
3. Una actividad que induzca, cause o exija que el estudiante realice una función o tarea que infrinja el Código Penal; o
4. Forzar a un estudiante a consumir una droga o bebida alcohólica en una cantidad que llevaría a una persona razonable a creer que el estudiante está intoxicado. Lista negra (lista de víctimas), definida en el Código de Educación 37.001(b)(3), es una lista de gente a la que se desea lastimar, usando un arma de fuego, una navaja o cualquier otro objeto con la intención de causar lesiones corporales.

Obligatorio significa que algo es obligatorio o requerido por una autoridad.

Pandilla callejera delincuente se define en el Código Penal 71.01 como tres o más personas que tienen una señal o símbolo de identificación común o un liderazgo identificable que se relaciona continua o regularmente con la perpetración de actividades delictivas.

Parafernalia son dispositivos que se pueden usar para inhalar, ingerir, inyectar o de otra manera introducir una sustancia controlada en el cuerpo humano.

Pistola, definida por el Código Penal 46.01, es cualquier arma de fuego que esté diseñada, hecha o adaptada para dispararse con una mano.

Porra (club), como se define en el Código Penal 46.01, es un instrumento especialmente diseñado, hecho o adaptado para el propósito de infligir una lesión corporal grave o la muerte al golpear a una persona con el instrumento, e incluye, entre otros, cachiporra, porra de policía, maza, y hacha.

Posesión significa tener un artículo en su persona o en la propiedad personal, que incluye, entre otros:

1. Ropa, bolso o mochila;
2. Un vehículo privado usado para transportarse hacia o desde la escuela o actividades relacionadas con la escuela, incluyendo, entre otros, un automóvil, camioneta, motocicleta o bicicleta;
3. Dispositivos de comunicación personal o dispositivos electrónicos; o
4. Cualquier propiedad escolar usada por el estudiante, incluyendo, entre otros, un casillero o escritorio.

Quebrantamiento de seguridad informática incluye acceder deliberadamente a una computadora, red o sistema computacional sin el consentimiento efectivo del propietario de acuerdo a lo definido por el Código Penal 33.02, si la conducta incluye acceder a una computadora, red o sistema computacional que es propiedad de un distrito escolar u operado a nombre del distrito y el estudiante deliberadamente altera, daña o borra propiedad o información del distrito escolar o comete un quebrantamiento de alguna otra computadora, red o sistema computacional.

Robo agravado se define en parte en el Código Penal 29.03(a) como cuando una persona comete un robo y:

1. Causa lesiones físicas graves a otra persona;
2. Usa o enseña un arma mortal; o
3. Causa lesiones físicas a otra persona o amenaza o atemoriza a otra persona de una lesión física inminente o muerte, si la otra persona es:
    a. Mayor de 65 años; o
    b. Una persona discapacitada.

Sustancia controlada significa una sustancia, incluso un fármaco, un adulterante y un diluyente, enumerados en los Anexos I a V o Grupo 1, 1-A, 1-B, 2, 2-A, 3 o 4 de Sanción de la Ley de sustancias controladas de Texas. El término incluye el peso total de cualquier mezcla, solución u otra sustancia que contenga una sustancia controlada. El término no incluye cáñamo, según se define en el Código de Agricultura 121.001, o el tetrahidrocannabinol (THC) en el cáñamo.

Uso significa introducción voluntaria al propio cuerpo, por cualquier medio, de una sustancia prohibida.

Glosario

Violencia en la pareja ocurre cuando una persona en una relación de pareja actual o pasada utiliza el abuso físico, sexual, verbal o emocional para dañar, amenazar, intimidar o controlar a la otra persona en la relación. La violencia en la pareja también ocurre cuando una persona comete estos actos contra una persona en una relación de matrimonio o de pareja con la persona que está o estuvo casada o en una relación de pareja con la persona que comete la ofensa, de acuerdo a lo definido en la Sección 710021 del Código de Familia.

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: Gina Ramirez, Executive Director of Human Resources
Subject: SEISD Employee Handbook 2025-2026
Date: August 13, 2025

HISTORY: The Employee Handbook is reviewed and updated annually to ensure alignment with current district policies, state and federal laws, and the Texas Association of School Boards (TASB) guidance. The 2025–2026 edition incorporates updates from the TASB Model Employee Handbook following the 88th Texas Legislative Session and revisions specific to San Elizario ISD policies and procedures.

RATIONALE: The Employee Handbook is a vital communication tool to ensure all employees know the district's expectations, policies, procedures, and resources. Annual updates are necessary to maintain compliance with changing legislation and district policy, promote transparency, and support employee understanding of their roles and responsibilities. Adopting the updated handbook supports a consistent and equitable working environment across all campuses and departments.

BUDGET IMPACT: The handbook's approval has no direct fiscal impact. Its distribution will be electronic, minimizing printing and dissemination costs.

ADMINISTRATIVE RECOMMENDATION: The administration recommends that the Board of Trustees approve the 2025–2026 San Elizario ISD Employee Handbook as presented.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

2025-2026

Employee Handbook

A Community of Champions: Soaring to Excellence

#CommitmentValorYCorazon

If you have difficulty accessing the information in this document because of a disability, please email giramirez@seisd.net

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Introduction

This handbook provides information that will help with questions and pave the way for a successful year. Not all district policies and procedures are included; those that are have been summarized. Suggestions for additions and improvements to this handbook are welcome and may be sent to the Executive Director of Human Resources.

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of noncontract employees in any way. Instead, it is a guide to and a brief explanation of district policies and procedures related to employment. These policies and procedures can change at any time; these changes shall supersede any handbook provisions incompatible with the change. For more information, employees may refer to the policy codes associated with handbook topics, confer with their supervisor, or call the appropriate district office. District policies can be accessed Online HERE

District Information

Description of the District

The San Elizario Independent School District was established in 1870, when school children attended classes in a small adobe building known as Los Portales. The first teacher, Octaviano Ambrosio Larrazolo, later became governor of New Mexico (1919-1921) and a U.S. Senator (1928-1929). For more historical information on San Elizario, contact the San Elizario Genealogy & Historical Society at 851-1682. Today, one high school, one middle school, three elementary schools, and a primary school campus in San Elizario serve approximately 2,700 students over a radius of 16 sq. miles. San Elizario is in a farming community along the international boundary of the United States and Mexico. San Elizario ISD rests just south of El Paso, Texas, in El Paso County.

Loya Primary School was built in 1991 and houses approximately 162 students ages 3 to 4 in grades pre-pre-kindergarten and pre-kindergarten. The campus is named after Lorenzo Guerra Loya (1925-1997), who served on the San Elizario ISD Board of Trustees for 50 years. Mr. Loya was recognized by the Texas Education Agency and the Texas Legislature as the board member with the longest term of service in Texas from 1943-1993.

Alarcon Elementary School is the oldest campus in the district. It was built in 1936 and houses over 279 students in grades 3-6. The school is named after Lorenzo Garcia Alarcon (1901-1982), who served as San Elizario ISD superintendent for over 45 years. Mr. Alarcon began working in the district at the age of 17 and only six years later became superintendent. He is the longest-serving superintendent in San Elizario ISD history.

Borrego Elementary School opened its doors in August 2001. It serves over 495 students in grades 3-6. The campus is named after Alfonso Borrego, Sr., a local farmer who was also active on the school board for many years and one of the founders of the first elementary school.

Sambrano Elementary School was built in 1994 and houses about 460 students in grades K-2. The campus is named after Josefa Loya Sambrano (1903-1992), a single mother and the town's former postmaster who donated family land to build the current San Elizario Post Office.

Garcia-Enriquez Middle School houses over 382 students in 7th and 8th grades. The campus originally housed both San Elizario High School and San Elizario Middle School students. It is named after Ann M. Garcia-Enriquez who served as president of the school board when San Elizario ISD joined the Edgewood ISD v. Kirby landmark school finance case in 1984.

San Elizario High School was completed in 1997 with the addition of a new library and career and technology education wing a few years later. It houses about 850 students in grades 9-12.

District Map

Click here for the District Map

Mission Statement, Goals, and Objectives

Policy AE

Vision Statement

A Proud Community of Champions – Soaring to Excellence

District Service Standards

All staff members should project a professional image that models positive dress and grooming for students. San Elizario ISD employees are expected to treat customers, parents, students, and colleagues with respect, dignity, and courteousness. Each staff member is responsible for creating an inviting, family-friendly environment in all district facilities.

Board of Trustees

Policies BA, BB series, BD series, and BE series

Texas law grants the board of trustees the power to govern and oversee the management of the district's schools. The board is the policy-making body within the district and has overall responsibility for the curriculum, school taxes, annual budget, employment of the superintendent and other professional staff, and facilities. The board has complete and final control over school matters within limits established by state and federal laws and regulations.

The board of trustees is elected by the citizens of the district to represent the community's commitment to a strong educational program for the district's children. Board members are elected at large and serve 4-year terms. Board members serve without compensation, must be qualified voters, and must reside in the district.

Current board members include:

- Eduardo Chavez, Board Chair
- Myrna Hernandez, Board Vice President
- Sandra Licon, Secretary
- Monica Chavez, Trustee
- Axel Lopez, Trustee
- Lorenzo Luevano, Trustee
- Alexia Ann Tellez, Trustee

The board usually meets on the second Wednesday of the month at 5:30 p.m. at 1050 Chicken Ranch Road, San Elizario, TX 79849. Special meetings may be called when necessary. A written notice of regular and special meetings will be posted on the district website and at each campus at least three business days before the scheduled meeting time. The notice will show the date, time, place, and subjects of each meeting. In emergencies, a meeting may be held with a one-hour notice.

All meetings are open to the public. In certain circumstances, Texas law permits the board to hold a closed session from which the public and others are excluded. A closed session may occur to discuss prospective gifts or donations, real-property acquisition, certain personnel matters, including employee complaints, security matters, student discipline, or consulting with attorneys regarding pending litigation.

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

#SEISDManoAMano

2025 - 2026 Board Meeting Dates	
July 2025	No Board Meeting
Wednesday, August 13, 2025	Regular Board Meeting
Tuesday, September 16, 2025	Special Board Meeting *TASA|TASB txEDCON25 Sept 11 – 14 * Homecoming Parade Sept 17
Wednesday, October 8, 2025	Regular Board Meeting *MASBA Oct 2 – 3
Wednesday, November 12, 2025	Regular Board Meeting
December 2025	No Board Meeting
Wednesday, January 14, 2026	Regular Board Meeting
Wednesday, February 11, 2026	Regular Board Meeting
Wednesday, March 4, 2026	Special Board Meeting due to Spring Break
Wednesday, April 8, 2026	Regular Board Meeting *NSBA 26 April 10 – 12
Wednesday, May 13, 2026	Regular Board Meeting
Wednesday, May 20, 2026	Board Budget and Instructional Workshop
Wednesday, June 10, 2026	Regular Board Meeting
Wednesday, June 17, 2026	Special Board Meeting for Budget Adoption

Administration

Dr. Jeannie Meza-Chavez, Superintendent Phone: 915-872-3900

School Calendar

Please click HERE for the 2025-2026 Calendar

Helpful Contacts

From time to time, employees have questions or concerns. If those questions or concerns cannot be answered by supervisors or at the campus or department level, the employee is encouraged to contact the appropriate department as listed below.

ADMINISTRATION BUILDING DIRECTORY

1050 Chicken Ranch Road | PO Box 920 | San Elizario, Texas 79849 | 915-872-3900

A Proud Community of Champions - Soaring to Excellence!

SUPERINTENDENT Fax: 915-872-3903		
Dr. Meza-Chavez	Superintendent	3517
Cardona Jr, Alfredo	Executive Secretary	3515
Sanchez, Flor	Parent Liaison	3512

HUMAN RESOURCES Fax: 915-872-3901		
Ramirez, Gina	Executive Director	3502
Castro, Gabby	Secretary	3501
Betancourt, Debbie	Analyst	3503
Gallardo, Fanny	Payroll Specialist	3509
Guerrero, Elizabeth	Application Specialist	3504
Gutierrez, Claudia	Payroll Specialist	3506
Ruiz, Stephanie	HR Coordinator	3521
Conference Room		3538

FINANCE Fax: 915-872-3904		
Perez, Elizabeth	Chief Financial Officer	3533
Hermosillo, Ruben	Secretary	3513
Garcia, Edna	Accountant	3507
Nevarez, Victoria	Accounts Payable	3520
Shutt, Gina	Business Specialist	3505
Tinoco, Nancy	Business Specialist	3554

CHILD NUTRITION SERVICES 915-872-3967 | Fax: 915-872-3968		
Reyes, Aggie	Executive Director	3478
Cabrera, Alejandro	Commodities Delivery	3528
Hernandez, Evelyn	Compliance Supervisor	3477
Vacant	Support Specialist	3476

TRANSPORTATION | MAINTENANCE 200 N Herring Road 915-872-3982 | Fax: 915-872-3955		
Benitez, Leo	Supervisor	4664
Martinez, Sandra	Secretary	4659
Garcia, Juan	Dispatcher	4665
Lopez, Roberto	Lead Driver	4658

SCHOOL CAMPUSES	
Loya Primary School	3940
Alarcon Elementary School	3930
Borrego Elementary School	3910
Sambrano Elementary School	3950
Garcia-Enriquez Middle School	3960
San Elizario High School	3970

CURRICULUM & INSTRUCTION Fax: 915-872-3921		
Cruz, Blanca	Associate Superintendent	3562
Alvarez, Anna	Instructional Officer	3577
Cortez, Deborah	Instructional Officer	3541
De Santos, Leticia	Instructional Programs Admin	3595
Diaz, Georgina	Instructional Officer	3592
Graves, Sylvia	Social Worker	3616
Holguin, Messina	District Lead Nurse	3539
Neira Galaviz, Ulises	Instructional Officer	3578
Palomino, Josue	Instructional Officer	3594
Ponce, Edgar	Research & Evaluation Admin	3564
Sanchez, Sandra	Career & Tech Edu Admin	3844

ATHLETICS		
Morales, Cesar	Executive Director	3514

SUPPORT SERVICES 200 N Herring Road 915-872-3980 | Fax: 915-872-3981		
Martinez, Jesus	Executive Director	3491
Benitez, Leo	Maintenance Supervisor	3452
Cardona, Jose	Security Supervisor	3479
Vargas, Freddy	Maintenance Technician	3475

WAREHOUSE | GROUNDS | CUSTODIAL 200 N Herring Road 915-872-3985 | Fax: 915-872-3986		
Gomez, Joe	Supervisor	4660
Guerrero, Josh	Secretary	4663
Galindo, Isaac	Warehouse Worker	4667
Lazalde, Blanca	Warehouse Worker	4661
Montes, Larry	Warehouse Worker	4668

PROJECT BRAVO	915-562-4100 Ext. 370

Mano A Mano
Cultivating Futures

SPECIAL EDUCATION 13680 Socorro Road 915-872-3926 | Fax: 915-872-3927		
Salcido Richard	Director	3571
Lucero, Yadira	Secretary	3570
Angerstein, Jeanette	Autism Specialist	3534
Butler, Jo Jean	Speech Lang Path	3576
Cox, Jamye	Speech Lang Path	3525
Davila, Amandra	SPED Job Coach	3537
Delgado, Tina	Speech Lang Path	3540
Holguin, Arlene	Speech Lang Path	
Medina, Liliana	Clerk	3572
Melendez, Aurora	Diagnostician	3580
Melendez, Emily	Clerk	3565
Ortiz, Michelle	Speech Lang Path	3576
Perez, Sarah	Occupational Therapist	3524
Ramirez, Melinda	VI Teacher	3526
Sanchez, Claudia	Dyslexia Teacher	3574
Seay, Jeffrey	SPED Counselor	3527
Sierra-Duarte, Rocio	Diagnostician	3523
Silva, Perla	Diagnostician	3583
Stopani, Lindsey	DHH Itinerant Teacher	3581
Vacant	School Psychologist	3510
Vacant	Diagnostician	3573
	Physical Therapist	

TECHNOLOGY 13680 Socorro Road 915-872-3935 | Fax: 915-872-3936		
Hernandez, Horacio	Executive Director	3486
Peña, Mayra	Secretary	3490
Batson, Ernest	IT Support Specialist	3482
Gardea, Michael	IT Support Specialist	3485
Magallon, Perla	IT Systems Specialist	3480
Parga, Edgar	IT Support Specialist	3488
Ramirez, Adan	IT Systems Specialist	3484
Rodriguez, Vicente	Network Administrator	3487
Ruiz, Rene	IT Systems Specialist	3483
Sanchez, Josh	Database/Systems Admin	3481
Urenda, Melissa	PEIMS Coordinator	3566
Help Desk		3489

HELPFUL NUMBERS		
Security Dispatch	915-851-2189	
Sherriff Dispatch	915-546-2280	
City of San Elizario	915-974-7037	
Lobby Courtesy Phone		3532
Reception		3500
ALL CALL	Announcements	5350

Equal Employment Opportunity

Policies DAA, DIA

In its efforts to promote nondiscrimination and as required by law, San Elizario ISD does not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, military status, genetic information, or on any other basis prohibited by law. Additionally, the district does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to a discriminatory employment practice. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities.

In accordance with Title IX, the district does not discriminate on the basis of sex and is prohibited from discriminating on the basis of sex in its educational programs or activities. The prohibition against discrimination extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The district designates and authorizes the following employee as the Title IX coordinator for employees to address concerns or inquiries regarding discrimination based on sex, including sexual harassment: *Dr. Jeannie Meza-Chavez, Superintendent, 915-872-3900, Address: 1050 Chicken Ranch Rd. San Elizario, TX 79849*, email: jmeza-chavez@seisd.net . Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person.

The district designates and authorizes the following employee as the ADA/Section 504 coordinator for employees for concerns regarding discrimination on the basis of a disability: *Dr. Jeannie Meza-Chavez, Superintendent, 915-872-3900, Address: 1050 Chicken Ranch Rd. San Elizario, TX 79849, email: jmeza-chavez@seisd.net .*

Questions or concerns relating to discrimination for any other reason should be directed to the Superintendent.

Job Vacancy Announcements

Policy DC

Announcements of job vacancies by position and location are posted on a regular basis to the district's website: Jobs at SEISD

Employment after Retirement

Policy DC

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed under certain circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication *Employment after Retirement*. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS Website (www.trs.texas.gov).

Contract and Noncontract Employment

Policy DC series

State law requires the district to employ all full-time professional employees in positions requiring a certificate from the State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. Employees in all other positions are employed at-will or by a contract that is not subject to the procedures for nonrenewal or termination under Chapter 21 of the Texas Education Code. The paragraphs that follow provide a general description of the employment arrangements used by the district.

Probationary Contracts. Nurses and full-time professional employees new to the district and employed in positions requiring SBEC certification must receive a probationary contract during their first year of employment. Former employees who are hired after a two-year lapse in district employment or employees who move to a position requiring a new class of certification may also be employed by probationary contract. Probationary contracts are one-year contracts. The probationary period for those who have been employed as a teacher in public education for at least five of the eight years preceding employment with the district may not exceed one school year.

For those with less experience, the probationary period will be three school years (i.e., three one-year contracts) with an optional fourth school year if the board determines it is doubtful whether a term or continuing contract should be given.

Term Contracts. Full-time professionals employed in positions requiring certification and nurses will be employed by term contracts after they have successfully completed the probationary period. The terms and conditions of employment are detailed in the contract and employment policies. All employees will receive a copy of their contract. Employment policies can be accessed Online or copies will be provided upon request.

Noncertified Professional and Administrative Employees. Employees in professional and administrative positions that do not require SBEC certification (such as noninstructional administrators) are employed by a one-year contract that is not subject to the provisions for nonrenewal or termination under the Texas Education Code.

Paraprofessional and Auxiliary Employees. All paraprofessional and auxiliary employees, regardless of certification, are employed at will and not by contract. Employment is not for any specified term and may be terminated at any time by either the employee or the district.

Certification and Licenses

Policies DBA, DF

Professional employees whose positions require SBEC certification or a professional license are responsible for taking actions to ensure their credentials do not lapse. Employees must submit documentation that they have passed the required certification exam and/or obtained or renewed their credentials to The Department of Human Resources in a timely manner. Employees licensed by the Texas Department of Licensing and Regulations (TDLR) must notify The Department of Human Resources when there is action against, or revocation of, their license.

A certified employee's contract may be voided without Chapter 21 due process and employment terminated if the individual does not hold a valid certificate or fails to fulfill the requirements necessary to renew or extend a temporary certificate, emergency certificate, probationary certificate, or permit. A contract may also be voided if SBEC suspends or revokes certification because of an individual's failure to comply with criminal history background checks. Contact Mrs. Debbie Betancourt, Certification/Data Management Analyst-HR, if you have any questions regarding certification or licensure requirements.

Recertification of Employment Authorization

Policy DC

At the time of hire all employees must complete the Employment Eligibility Verification Form (Form I-9) and present documents to verify identity and employment authorization.

Employees whose immigration status, employment authorization, or employment authorization documents have expired must present new documents that show current employment authorization. Employees should file the necessary application or petition sufficiently in advance to ensure that they maintain continuous employment authorization or valid employment authorization documents. Contact The Department of Human Resources if you have any questions regarding reverification of employment authorization. Failure to verify employment authorization may result in termination.

Searches and Alcohol and Drug Testing

Policy CQ, DHE

Non-investigatory searches in the workplace including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the district reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The district may search the employee, the employee's personal items, and work areas including district-owned technology resources, lockers, and private vehicles parked on district premises or work sites or used in district business. Disciplinary action, up to and including termination, may result if an employee refuses to submit to testing or is found to violate district policy.

Employees Required to Have a Commercial Driver's License. Any employee whose duties require a commercial driver's license (CDL) is subject to alcohol and drug testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people counting the driver, drivers of large vehicles, or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements if their duties include driving a commercial motor vehicle.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return-to-duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs is allowed to return to duty.

All employees required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs.

Employees with questions or concerns relating to alcohol and drug testing policies and related educational material should contact the Department of Human Resources.

Health Safety Training

Policies DBA, DMA

Certain employees who are involved in physical activities for students must maintain and submit to the district proof of current certification or training in first aid, cardiopulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), concussion, and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to their supervisor by the established deadline. School nurses and employees with regular contact with students must complete a Texas Education Agency approved, Online training regarding seizure disorder aware-ness, recognition, and related first aid.

Reassignments and Transfers

Policy DK

All personnel are subject to assignment and reassignment by the superintendent or designee when the superintendent or designee determines that the assignment or reassignment is in the best interest of the district. Reassignment is a transfer to another position, department, or facility that does not necessitate a change in the employment contract. Campus reassignments must be approved by the principal at the receiving campus except when reassignments are due to enrollment shifts or program changes. Extracurricular or supplemental duty assignments may be reassigned at any time unless an extracurricular or supplemental duty assignment is part of a dual-assignment contract. Employees who object to a reassignment may follow the district process for employee complaints as outlined in this handbook and district policy DGBA(Local).

An employee with the required qualifications for a position may request a transfer to another campus or department. A written request for transfer must be completed and signed by the employee and the employee's supervisor. A teacher requesting a transfer to another campus before the school year begins must submit his or her request by the date established by the district. Requests for transfer during the school year will be considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by the Human Resources office and must be approved by the receiving supervisor.

Workload and Work Schedules

Policies DEAB, DK, DL

Professional Employees. Professional employees and academic administrators are exempt from overtime pay and are employed on a 10-, 11-, or 12-month basis, according to the work schedules set by the district. A school calendar is adopted each year designating the work schedule for teachers and all school holidays. Notice of work schedules including start and end dates and scheduled holidays will be distributed each school year.

Classroom teachers will have planning periods for instructional preparation including conferences. The schedule of planning periods is set at the campus level but must provide at least 450 minutes within each two-week period in blocks not less than 45 minutes within the instructional day. Teachers and librarians are entitled to a duty-free lunch period of at least 30 minutes. The district may require teachers to supervise students during lunch one day a week when no other personnel are available.

Paraprofessional and Auxiliary Employees. Support employees are employed at will and receive notification of the required duty days, holidays, and hours of work for their position on an annual basis. Paraprofessional and auxiliary employees must be compensated for overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor. See Overtime Compensation on page 22 for additional information.

ADA Accommodations

Policies DAA, DBB, DIA

The district will provide reasonable accommodations to employees with a disability if the accommodation would allow the individual to perform the essential functions of their job, unless doing so would create an undue hardship. An employee or their supervisor may initiate a request for accommodation by contacting Mrs. Stephanie Ruiz, Coordinator-Human Resources, and identifying an adjustment or change at work that is needed because of a disability. An employee also may submit a written request to HR using the ADA Accommodation Request Form, which is available by emailing HRapplicant@seisd.net.

Upon receiving the reasonable accommodation request, HR will meet with the employee and conduct an informal, interactive discussion to identify an accommodation that will allow the employee to perform the essential functions of the job effectively. The district may request medical information concerning the employee's disability to assist in determining what accommodation(s) may be available and appropriate. The employee will be responsible for obtaining the information from their health care provider. Medical information received will be confidential and kept separate from the employee's personnel file.

After meeting with the employee and reviewing medical documentation, HR will determine whether the employee is a qualified individual with a disability and develop a reasonable accommodation plan for the employee. Accommodation will be determined on a case-by-case basis. HR will work closely with the employee and supervisor to ensure that reasonable accommodation is provided and effective.

Breaks for Expression of Breast Milk

Policies DEAB, DG

The district supports the practice of expressing breast milk and makes reasonable accommodations for the needs of employees who express breast milk. A place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk will be provided.

A reasonable amount of break time will be provided when the employee has a need to express milk. For nonexempt employees, these breaks are unpaid and are not counted as hours worked. Employees should meet with their supervisor to discuss their needs and arrange break times.

The Providing Urgent Maternal Protections of Nursing Mothers Act (PUMP Act) requires an employee to notify the district if they believe the district is out of compliance in providing breaks for a nursing mother. The employee must give the district 10 days to come into compliance before making any claim of liability against the district. An employee with concerns should contact Gina Ramirez, Executive Director of Human Resources at 915-872-3900.

Pregnant Workers Fairness Act

The Pregnant Workers Fairness Act (PWFA) provides consideration of accommodations to employees who have known limitations related to pregnancy, childbirth, or related medical conditions. An employee seeking a PWFA accommodation should contact Gina Ramirez, Executive Director of Human Resources at 915-872-3900 to begin the interactive process.

Notification to Parents Regarding Qualifications

Policies DK, DBA

In schools receiving Title I funds, the district is required by the Every Student Succeeds Act (ESSA) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child's teacher. ESSA also requires that parents be notified if their child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet applicable state certification or licensure requirements.

Texas law requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to a teacher who does not hold an appropriate teaching certificate. This notice is not required if parental notice under ESSA is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) and individuals who do not hold any certificate or permit. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call Mrs. Debbie Betancourt, Certification/Data Management Analyst-HR, at 915-872-3900.

Outside Employment and Tutoring

Policy DBD

All employees are required to disclose in writing to their immediate supervisor any outside employment that may create a potential conflict of interest with their assigned duties and responsibilities or the best interest of the district. Supervisors will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest.

Administrators. An employee who has significant administrative duties relating to the operation of a school district, including the operation for a campus, program, or other subdivision of the district is restricted from outside employment. Administrators may not receive financial benefits for performing personal services for *any* business entity that conducts or solicits business with the district.

Administrators are also prohibited from receiving financial benefits for performing personal services for any education business that provides services regarding the curriculum or administration of any school district or financial benefits for performing personal services for other school districts, open enrollment charter schools, and education service centers. An exception applies to an administrator who is not a superintendent, assistant superintendent, or member of a board of managers if the board approves as required by statute. Services must be performed on the administrator's personal time.

Performance Evaluation

Policy DN series

Evaluation of an employee's job performance is a continuous process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations will be completed on forms approved by the district. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, participate in a performance conference with their supervisor, and have the opportunity to respond to the evaluation.

Upon receiving a report, a nursing review committee may review a nurse's nursing services, qualifications, and quality of patient care, as well as the merits of a complaint concerning a nurse, and a determination or recommendation regarding a complaint. A nurse may request, orally or in writing, a determination by the committee regarding conduct requested of the nurse believed to violate the nurse's duty to a patient.

Employee Involvement

Policies BQA, BQB

At both the campus and district levels, San Elizario ISD offers opportunities for input in matters that affect employees and influence the instructional effectiveness of the district. As part of the district's planning and decision-making process, employees are elected to serve on district- or campus-level advisory committees. Plans and detailed information about the shared decision-making process are available in each campus office or from the Department of Planning and Instruction.

Staff Development

Policy DMA

Staff development activities are organized to meet the needs of employees and the district. Staff development for instructional personnel is predominantly campus-based, related to achieving campus performance objectives, addressed in the campus improvement plan, and approved by a campus-level advisory committee. Staff development for noninstructional personnel is designed to meet specific licensing requirements (e.g., bus drivers) and continued employee skill development.

Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation.

Usage Codes (TEAMS Absence Reporting)

Employees that require a Substitute Teacher

Reason Name	Description	Absence Reporting	Documents that must be attached to absence in TEAMS
Athletics	HS/GEMS Athletics	Employee must enter absence	Approval from Athletic Director & Athletic Schedule
Instructional, Campus Based	ARD, ISS, TST, Testing, Student Related Duties	Substitute Manager Entry	Supervisor Approved Supporting Documentation if for an Employee
Meeting, District Committee	Health Advisory, Technology, Etc.	Employee must enter absence	Committee Organizer Notification
Meeting, Out of District	Region 19, Etc.	Employee must enter absence	Approved Trip Request or Approval from Superintendent
Training, Campus	Hosted by Campus	Employee must enter absence	Eduphoria Confirmation or Training Notification
Training, Out of District	Region 19, Etc.	Employee must enter absence	Approved Trip Request
Training, P&I	Hosted by P&I	Employee must enter absence	Eduphoria Confirmation or Training Notification
Training, Sped	Hosted by Sped	Employee must enter absence	Eduphoria Confirmation or Training Notification
Travel, Out of EP County	Travel Outside of El Paso	Employee must enter absence	Approved Trip Request

Employees that do not require a Substitute Teacher

Reason Name	Description	Absence Reporting	Documents that must be attached to absence in TEAMS
Athletics	HS/GEMS Athletics	Employee must enter absence	Approval from Athletic Director & Athletic Schedule
Instructional, Campus Based	ARD, ISS, TST, Testing, Student Related Duties	No absence is to be reported	N/A
Meeting, District Committee	Health Advisory, Technology, Etc.	No absence is to be reported	N/A
Meeting, Out of District	Region 19, Etc.	Employee must enter absence	Approved Trip Request or Approval from Superintendent
Training, Campus	Hosted by Campus	No absence is to be reported	N/A
Training, Out of District	Region 19, Etc.	Employee must enter absence	Approved Trip Request
Training, P&I	Hosted by P&I	No absence is to be reported	N/A
Training, Sped	Hosted by Sped	No absence is to be reported	N/A
Travel, Out of EP County	Travel Outside of El Paso	Employee must enter absence	Approved Trip Request

Mental Health Training

Policy DMA

All district employees who regularly interact with students are required to complete an evidenced-based mental health training program that is designed to provide instruction regarding the recognition and support of children and youth who experience mental health or substance use issues that may pose a threat to school safety. Employees must provide a certificate of completion to the district that includes the name of the training course, along with supporting documentation confirming that the training meets the requirements of the commissioner rules for mental health training.

Campus staff required to complete the training includes, but is not limited to, teachers, coaches, librarians, instructional coaches, administrators, administrative support personnel, school resource officers, paraprofessionals, substitutes, custodians, cafeteria staff, bus drivers, crossing guards, and district special program liaisons, and supervisors of personnel who regularly interact with students.

Compensation and Benefits

Salaries, Wages, and Stipends

Policies DEA, DEAA, DEAB

Employees are paid in accordance with administrative guidelines and an established pay structure. The district's pay plans are reviewed by the administration each year and adjusted as needed. All district positions are classified as exempt or nonexempt according to federal law. Professional employees and academic administrators are generally classified as exempt and are paid monthly salaries. They are not entitled to overtime compensation. Other employees are generally classified as nonexempt and are paid an hourly wage or salary and receive compensatory time or overtime pay for each hour worked beyond 40 in a workweek. (See *Overtime Compensation*, page 22.)

All employees will receive written notice of their pay and work schedules before the start of each school year. Classroom teachers, full-time librarians, full-time nurses, and full-time counselors will be paid no less than the minimum state salary schedule. Contract employees who perform extracurricular or supplemental duties may be paid a stipend in addition to their salary according to the district's extra-duty pay schedule.

Employees should contact the Payroll Department or the Department of Human Resources for more information about the district's pay schedules or their own pay.

Paychecks

All professional and salaried employees are paid monthly. Hourly employees are paid semi-monthly. Paychecks will not be released to any person other than the district employee named on the check without the employee's written authorization. Employees are responsible for regularly reviewing the accuracy of their pay statement.

The schedule of pay dates for the 2024-2025 school year follows:

2025-2026 Payroll Calendars

Automatic Payroll Deposit

Paper checks are no longer issued; however, the district has the right to issue a hard copy check instead of direct deposit if warranted. All employees will have their paychecks electronically deposited into their designated account on payday, as designated by the district payroll calendars. Employees are responsible for submitting depository changes ten (10) business days before payday for the change to be processed. Contact the Payroll Department for more information about the automatic payroll deposit services and documentation required for changes. Employee payroll statements (including W2s) are accessible through the TEAMS Employee Service Center for all employees. All employee exits that do not have access to TEAMS will be mailed a paper payroll statement.

Payroll Deductions

Policy CFEA

The district is required to make the following automatic payroll deductions:

- Teacher Retirement System of Texas (TRS) or Social Security employee contributions
- Federal income tax required for all full-time employees
- Medicare tax (applicable only to employees hired after March 31, 1986)
- Child support and spousal maintenance, if applicable
- Delinquent federal education loan payments, if applicable

Other payroll deductions employees may elect to include deductions for the employee's share of premiums for health, dental, life, and vision insurance; annuities; and higher education savings plans or prepaid tuition programs. Employees may also request payroll deduction to pay membership dues to professional organizations. Salary deductions are automatically made for unauthorized or unpaid leave.

Overpayments. Employees are **not entitled** to any funds the district overpays. An overpayment occurs if an employee is paid more than the amount the employee should have been paid under the assigned pay grade and applicable supplemental pay.

If an overpayment is reported in the current fiscal year, a payment plan will be developed to recoup the payment. Generally, an overpayment will be paid in one pay cycle. However, if this creates an undue hardship for the employee, the district has the discretion to develop a plan for regular payroll deductions in the same fiscal year.

An agreement between an employee and the district must be in place to deduct any overpayment. Link to TWC Wage Overpayment Policy

Employee Handbook Receipt

Provided yearly in Frontline/TEAMS system for review and signature.

Payroll Documentation

By signing the employee handbook, I consent to receive all Payroll statements to include my annual W-2 statement, in electronic format via the SEISD Employee Service Center while employed by SEISD. The Payroll Staff will be available Tuesday through Friday from 7:30 am to 4:30 pm to assist employees in printing Payroll statements from the Employee Service Center; however, this assistance does not withdraw consent for W-2s to be issued electronically. All employees who have not signed the employee handbook or who have separated from SEISD will automatically receive a paper W-2 which will be printed and mailed to employees on or before January 31st. I acknowledge that I may request, in writing to the Payroll Department, to receive all future issued W-2's in paper format and understand that they will be mailed to my home address by January 31st. This request does not apply to W-2's that have already been issued by SEISD where I have already been notified of issuance.

Wage Overpayment/Underpayment

San Elizario ISD takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled paydays.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of payroll staff so that corrections can be made as quickly as possible. If the employee has been underpaid, the district will pay the employee the difference as soon as possible. If the employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the district as soon as possible. No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If a wage overpayment occurs, the overpayment will be regarded as an advance of future wages payable and will be deducted in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid.

By signing the employee handbook, I understand this procedure and consent to its terms, I acknowledge that any wage overpayment constitutes an advance of future wages payable to me, and I give permission to San Elizario ISD to deduct any wage overpayments.

Overtime Compensation

Policies DEAB, DEC

The district compensates overtime for nonexempt employees in accordance with federal wage and hour laws. Only nonexempt employees (hourly employees and paraprofessional employees) are entitled to overtime compensation. Nonexempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor. A nonexempt employee who works overtime without prior approval will be subject to disciplinary action up to and including termination.

Overtime is legally defined as all hours worked in excess of 40 hours in a workweek and is not measured by the day or by the employee's regular work schedule. For the purpose of calculating overtime, a workweek begins at 12:00 AM Monday until 11:59 PM Sunday.

Nonexempt employees that are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless they work more than 40 hours.

Employees may be compensated for overtime (i.e., hours beyond 40 in a workweek) at time-and-a-half rate with compensatory time off (comp time) or direct pay. The following applies to all nonexempt employees:

- Employees can accumulate up to 60 hours of comp time.
- Comp time must be used in the duty year that it is earned.
- Use of comp time may be at the employee's request with supervisor approval, as workload permits, or at the supervisor's direction.
- An employee is required to use comp time before using available paid leave (e.g., sick, personal, vacation).
- Weekly time records will be maintained on all nonexempt employees for the purpose of wage and salary administration.

Travel Expense Reimbursement

Policy DEE

Before any travel expenses are incurred by an employee, the employee's supervisor and respective central office department must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule established by the district. Employees must submit receipts, to the extent possible, to be reimbursed for allowable expenses other than mileage.

Health, Dental, and Life Insurance

Policy CRD

Group health insurance coverage is provided through TRS-ActiveCare, the statewide public school employee health insurance program. The district's contribution to employee insurance premiums is determined annually by the board of trustees. Employees eligible for health insurance coverage include the following:

• Employees who are active, contributing TRS members

• Employees who are not contributing TRS members and who are employed for 10 or more regularly scheduled hours per week.

The insurance plan year is from September 1 through August 31. Current employees can make changes in their insurance coverage during open enrollment each year or when they experience a qualifying event (e.g., marriage, divorce, birth). Detailed descriptions of insurance coverage, employee cost, and eligibility requirements are provided to all employees in a separate booklet. Employees should contact the department of Human Resources for more information.

Supplemental Insurance Benefits

Policy CRD

At their own expense, employees may enroll in supplemental insurance programs for supplemental life insurance and disability insurance. Premiums for these programs can be paid by payroll deduction. Employees should contact the department of human services for more information.

Cafeteria Plan Benefits (Section 125)

Employees may be eligible to participate in the Cafeteria Plan (Section 125) and, under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pretax basis (i.e., disability, accidental death and dismemberment, cancer and dread disease, dental, and additional term life insurance). A third-party administrator handles employee claims made on these accounts.

New employees must accept or reject this benefit during their first month of employment. All employees must accept or reject this benefit on an annual basis and during the specified time period.

Workers' Compensation Insurance

Policy CRE

The district, in accordance with state law, provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. The district has workers' compensation coverage effective upon employment.

The employee has some responsibilities including, but not limited to, the following:

- Inform the supervisor of the injury, or have a co-worker inform him/her
- Seek medical treatment, if necessary
- Ensure the supervisor receives a copy of medical statement
- Keep supervisor informed of status of the injury

Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case.

All work-related accidents or injuries should be reported immediately to the direct supervisor and the Human Resources Department. Employees who are unable to work because of a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code. See *Workers' Compensation Benefits,* page 35 for information on use of paid leave for such absences.

Unemployment Compensation Insurance

Policy CRF

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service. Employees with questions about unemployment benefits should contact the Department of Human Resources.

Teacher Retirement

All personnel employed on a regular basis for at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitutes not receiving TRS service retirement benefits who work at least 90 days a year are eligible to purchase a year of creditable service in TRS. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify their direct supervisor and the Department of Human Resources as soon as possible. Information on the application procedures for TRS benefits is available from TRS at Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698, or call 800-223-8778 or 512-542-6400. TRS information is also available on the web (www.trs.texas.gov).

El Paso, TX has a local TRS office located in Region 19 Education Service Center:
6611 Boeing Dr., El Paso, Texas 79925

Office Hours
Monday – Friday
8 a.m. – 5 p.m. MST or 9 a.m. – 6 p.m. CST

Phone Number
1-800-223-8778

Member services include:

- office visits
- group retirement sessions
- retirement benefit presentations
- walk-in services (document drop-off)

Members can register for appointments online through *MyTRS* and by phone at 1-800-223-8778.

For answers to common questions about the regional office, read here**.**

Leaves and Absences

Policies DEC, DECA, DECB

The district offers employees paid and unpaid leaves of absence in times of personal need. This handbook describes the basic types of leave available and restrictions on leaves of absence. Employees who expect to be absent for an extended period of more than five days should call the Department of Human Resources for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the district.

Paid leave must be used in ½ day increments. Earned comp time must be used before any available paid state and local leave. Unless an employee requests a different order, available paid state and local leave will be used in the following order:

- Local Leave
- State sick leave accumulated before the 1995–96 school year.
- State Personal Leave

Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate form or certification. Any unapproved absences or absences beyond accumulated or available paid leave shall result in deduction from the employee's pay.

If an hourly employee does not report or request leave of absence(s) according to district procedures, the incident is considered a "no call/no show". An employee who is absent for 5 consecutive days without notice is considered to have abandoned their job and may face disciplinary consequences up to and including termination. Walking off the job (leaving the job site without authorization) is also interpreted as "quitting."

Immediate Family. For purposes of leave other than family and medical leave, immediate family is defined as the following:

- Spouse
- Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands in loco parentis.
- Parent, stepparent, parent-in-law, or other individual who stands in loco parentis to the employee.
- Sibling, stepsibling, and sibling-in-law
- Grandparent and grandchild
- Any person residing in the employee's household at the time of illness or death

For purposes of family and medical leave, the definition of family is limited to spouse, parent, son or daughter, and next of kin. The definition of these are found in Policy DECA(LEGAL).

Employees must use the TEAMS Employee Service Center absence reporting feature to report or request all absences. It's the employee's responsibility to ensure their absences are entered into TEAMS Employee Service Center absence reporting no later than the date of absence.

All employee timecard records must be approved and/or corrected by supervisors to ensure all absences have been entered. Employees must attach all supporting documentation when reporting absences into TEAMS for all Professional Development, Leave, and Jury Duty Leave for supervisor approval. Professional Development and Certification of Jury Service must be attached to the ESC (employee service center) absence no later than Tuesday of the week following the date of absence for payroll processing. Failure to attach documentation will result in the use of personal leave being deducted instead of the selected professional development, leave or jury duty leave.

Note: A certification of Jury Service is required. Not to be confused with the summons for Jury Duty.

Medical Certification. Any employee, who is absent more than 3 (three) days because of a personal or family illness, must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and—in the case of personal illness—the employee's fitness to return to work.

The district may require medical certification due to an employee's questionable pattern of absences or when deemed necessary by the supervisor or superintendent. The district may also request medical certification when an employee requests leave under the Family and Medical Leave Act (FMLA) for the employee's serious health condition, a serious health condition of the employee's spouse, parent, or child, or for military caregiver leave.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member, or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Continuation of Health Insurance. Employees, on an approved leave of absence other than family and medical leave, may continue their insurance benefits at their own expense. Health insurance benefits for employees on paid leave and leave designated under the FMLA will be paid by the district as they were prior to the leave. Otherwise, the district does not pay any portion of insurance premiums for employees who are on unpaid leave.

Under TRS-Active Care rules, an employee is no longer eligible for insurance through the district after six months of unpaid leave other than FML. If an employee's unpaid leave extends for more than six months, the district will provide the employee with notice of COBRA rights.

Personal Leave

State law entitles all employees to five days of paid personal leave per year. Personal leave is available for use at the beginning of the year. A day of personal leave is equivalent to the number of hours per day in an employee's usual assignment, whether full-time or part-time. State personal leave accumulates without limit, is transferable to other Texas school districts, and generally transfers to education service centers. Personal leave may be used for two general purposes: nondiscretionary and discretionary.

Nondiscretionary. Leave taken for personal or family illness, family emergency, a death in the family, or active military service is considered nondiscretionary leave. Reasons for this type of leave allow very little, if any, advance planning. Nondiscretionary may be used in the same manner as state sick leave.

Discretionary. Leave taken at an employee's discretion that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a request to his or her principal or supervisor at least 3 days in advance of the anticipated absence. The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the principal or supervisor.

Discretionary leave shall not be allowed on (unless approved by the superintendent):

- The day before a school holiday
- The date after a school holiday
- Days scheduled for end-of-course, end-of-semester, or end-of-year exams
- Days scheduled for STAAR tests
- Professional or staff development days

Discretionary leave shall not exceed five consecutive workdays. The employee may request additional days only through the Superintendent.

Leave Proration. If an employee separates from employment with the district before his or her last duty day of the year, or begins employment after the first duty day, state personal leave will be prorated based on the actual time employed. When an employee separates from employment before the last duty day of the school year, the employee's final paycheck will be reduced by the amount of state personal leave the employee used beyond his or her pro rata entitlement for the school year.

State Sick Leave

State sick leave accumulated before 1995 is available for use and may be transferred to other school districts in Texas. State sick leave may be used for the following reasons only:

- Employee illness
- Illness in the employee's immediate family
- Family emergency (i.e., natural disasters or life-threatening situations)
- Death in the immediate family
- Active military service

Local Leave

Each full-time employee shall earn paid local leave days each school year based on the work calendar for each employee's position and in accordance with administrative regulations. Local leave should accumulate without limit. Local leave days shall be prorated for employees who do not work the full school year. Days shall be converted to hours based on the employee's normal assigned work schedule. Local leave shall be used for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]. Local Leave Accrual is as follows:

Days Worked		
Minimun	Maximur	Local Days Earned
0	14	0
15	29	0.5
30	44	1
45	59	1.5
60	74	2
75	89	2.5
90	104	3
105	119	3.5
120	134	4
135	149	4.5
150	164	5
165	179	5.5
180	194	6
195	209	6.5
210		7

Flex (Non-Duty) Days

Due to the 4-day work week, the district no longer offers non-duty days. Non-duty days are defined as non-paid days that are in excess of the staff member's required number of workdays, as per the district calendar. The number of non-duty days can vary each year as they are determined by the annually adopted District calendar. When applicable, the flex days are calculated based on the total available workdays from July 1st to June 30th.

Temporary Disability Leave

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

Neutral Absence Control

If an employee does not return to work after exhausting all available paid and unpaid leave, the District shall provide the employee written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. If terminated, the employee may apply for reemployment with the District.

Vacation

Policy DED

Sick Leave Bank (or Pool)

An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury may request the establishment of a sick leave pool, to which District employees may donate state personal leave for use by the eligible employee.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:

- Procedures to request the establishment of a sick leave pool;
- The maximum number of days an employee may donate to a sick leave pool;
- The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
- The return of unused days to donors.

Final Decision

- Any question concerning membership, regulations, or application for sick leave bank days that may arise after adoption of this policy and not specifically covered herein, shall be submitted to the Board of Trustees, who will make a recommendation to the Superintendent.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Amendments

Sick leave bank guidelines may be amended upon recommendation of the Board of Trustees followed by approval of the Superintendent. Any substantial change in the program shall be approved by the Board of Trustees.

Family and Medical Leave Act (FMLA)—General Provisions

The following text is from the federal notice, *Your Employee Rights Under the Family and Medical Leave Act.* Specific information that the district has adopted to implement the FMLA follows this general notice.

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons.

The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees. Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness ***may*** **take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is ***not*** **paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if *all* of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,

- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management

How do I request FMLA leave?

Generally, **to request FMLA leave you *must***:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do *not* have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You ***must* also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer *may* request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress

What does my employer need to do?

If you are eligible for FMLA leave, your employer ***must***:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer *cannot* interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer *must* confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, **your employer *must* notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME

Local Procedures for Implementing Family and Medical Leave Provisions

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period measured forward from the date an individual employee's first FML begins

Use of Paid Leave. FML runs concurrently with accrued sick and personal leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury. The district will designate the leave as FML, if applicable, and notify the employee that accumulated leave will run concurrently. Teachers have the option of not using paid leave during an FML absence for pregnancy or birth or adoption of a child.

Combined Leave for Spouses. Spouses who are employed by the district are limited to a combined total of 12 weeks of FML to care for a parent with a serious health condition; or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

Intermittent Leave. When medically necessary or in the case of a qualifying exigency, an employee may take leave intermittently or on a reduced schedule. The district does not permit the use of intermittent or reduced-schedule leave for the care of a newborn child or for adoption or placement of a child with the employee.

Fitness for Duty. An employee that takes FML due to the employee's own serious health condition shall provide, before resuming work, a fitness-for-duty certification from the health care provider. When leave is taken for the employee's own serious health condition, the certification must address the employee's ability to perform essential job functions. The district shall provide a list of essential job functions (e.g., job description) to the employee with the FML designation notice to share with the health care provider. Fitness for duty is not required when an employee returns to work following leave to care for a family member with a serious health condition; to care for a child following birth, adoption, or foster care placement; or for qualifying exigency leave.

Reinstatement. An employee returning to work at the end of FML will be returned to the same position held when the leave began or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

In certain cases, instructional employees desiring to return to work at or near the conclusion of a semester may be required to continue on family and medical leave until the end of the semester. The additional time off is not counted against the employee's FML entitlement, and the district will maintain the employees group health insurance and reinstate the employee at the end of the leave according the procedures outlined in policy (see DECA(LEGAL)).

Failure to Return. If, at the expiration of FML, the employee is able to return to work but chooses not to do so, the district may require the employee to reimburse the district's share of insurance premiums paid during any portion of FML when the employee was on unpaid leave. If the employee fails to return to work for a reason beyond the employee's control, such as a continuing personal or family serious health condition or a spouse being unexpectedly transferred more than 75 miles from the district, the district may not require the employee to reimburse the district's share of premiums paid.

District Contact. Employees who require FML or have questions should contact The Department of Human Resources for details on eligibility, requirements, and limitations.

Temporary Disability Leave

Certified Employees. Any full-time employee whose position requires certification from the State Board for Educator Certification (SBEC) is eligible for temporary disability leave. The purpose of temporary disability leave is to provide job protection to full-time educators who cannot work for an extended period of time because of a mental or physical disability of a temporary nature. Temporary disability leave must be taken as a continuous block of time. It may not be taken intermittently or on a reduced schedule. Pregnancy and conditions related to pregnancy are treated the same as any other temporary disability.

Employees must request approval for temporary disability leave. An employee's notification of need for extended absence due to the employee's own medical condition shall be accepted as a request for temporary disability leave. The request must be accompanied by a physician's statement confirming the employee's inability to work and estimating a probable date of return. If disability leave is approved, the length of leave is no longer than 180 calendar days.

If an employee is placed on temporary disability leave involuntarily, he or she has the right to request a hearing before the board of trustees. The employee may protest the action and present additional evidence of fitness to work.

When an employee is ready to return to work, the immediate supervisor and Risk Management Coordinator should be notified at least 30 days in advance. The return-to-work notice must be accompanied by a physician's statement confirming that the employee is able to resume regular duties. Certified employees returning from leave will be reinstated to the school to which they were previously assigned if an appropriate position is available. If an appropriate position is not available, the employee may be assigned to another campus, subject to the approval of the campus principal. If a position is not available before the end of the school year, the employee will be reinstated to a position at the original campus at the beginning of the following school year.

Workers' Compensation Benefits

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven calendar days.

An employee receiving workers' compensation wage benefits for a job-related illness or injury may choose to use accumulated sick leave or any other paid leave benefits. An employee choosing to use paid leave will not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or -injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from a work-related illness or injury, which may not equal his or her pre-illness or -injury wage.

Assault Leave

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. An incident involving an assault is a work-related injury and should be immediately reported to the immediate supervisor and the Department of Human Resources specifically the Risk Management Coordinator.

An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person non-responsible for purposes of criminal liability.

An employee who is physically assaulted at work may take all the leave time medically necessary (up to two years) to recover from the physical injuries he or she sustained. At the request of an employee, the district will immediately assign the employee to assault leave. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with workers' compensation benefits. Upon investigation the district may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

Bereavement Leave

Use of personal leave and/or local leave for death in the immediate family shall not exceed five (5) workdays per occurrence, subject to the approval of the district. (Policy DEC Local).

Jury Duty

Policies DEC, DG

The district provides paid leave to employees who are summoned to jury duty including service on a grand jury. The district will not discharge, threaten to discharge, intimidate, or coerce any regular employee because of juror or grand juror service or for the employee's attendance or scheduled attendance in connection with the service in any court in the United States. Employees who report to the court for jury duty may keep any compensation the court provides. An employee should report a summons for jury duty to his or her supervisor as soon as it is received and may be required to provide the district a copy of the summons to document the need for leave.

An employee may be required to report back to work as soon as they are released from jury duty. The supervisor may consider the travel time required and the nature of the individual's position when determining the need to report to work. A copy of the release from jury duty or documentation of time spent at the court may be required.

Employees are required to enter their absence via TEAMs, submit a Certification of Jury Service (not to be confused with the summons for jury duty), and may keep any compensation they receive. Employees shall only be granted paid leave for the time needed to comply with a valid subpoena in a civil, criminal, legislative, or administrative proceeding. Employees are required to enter their absences via TEAMs and submit a copy of their subpoena and a time-stamped Certification of Examination for their court appearance.

Employees must present jury certification documentation of the service upon return to work:

- Employees summoned prior to 11:30 AM do not report to work until after jury duty if released prior to 12:00 PM
- Employees summoned after 12:00 PM must first report to work and will then be released 1 ½ hours prior to their service time.

Employees shall receive their daily compensation without loss of accumulated leave for jury duty. Employees are required to enter their absence via TEAMs, submit a Certification of Jury Service (not to be confused with the summons for jury duty), and may keep any compensation they receive. Employees shall only be granted paid leave for the time needed to comply with a valid subpoena in a civil, criminal, legislative, or administrative proceeding. Employees are required to enter their absences via TEAMs and submit a copy of their subpoena and a time-stamped Certification of Examination for their court appearance.

Compliance with a Subpoena

Employees will be paid while on leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding and will not be required to use personal leave. Employees may be required to submit documentation of their need for leave for court appearances.

Truancy Court Appearances

An employee who is a parent, guardian of a child, or a court-appointed guardian ad litem of a child who is required to miss work to attend a truancy court hearing may use personal leave or compensatory time for the absence. Employees who do not have paid leave available will be docked for any absence required because of the court appearance.

Religious Observance

The district will reasonably accommodate an employee's request for absence for a religious holiday or observance. Accommodations such as changes to work schedules or approving a day of absence will be made unless they pose an undue hardship to the district. The employee may use any accumulated personal leave for this purpose. Employees who have exhausted applicable paid leave may be granted an unpaid day of absence.

Military Leave

Paid Leave for Military Service. Any employee who is a member of the Texas National Guard, Texas State Guard, reserve component of the United States Armed Forces, or a member of a state or federally authorized Urban Search and Rescue Team is entitled to 15 days of paid leave per fiscal year when engaged in authorized training or duty orders by proper authority. An additional seven days of leave per fiscal year are available if called to state active duty in response to a disaster. In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

Reemployment after Military Leave. Employees who leave the district to enter into the United States uniformed services or who are ordered to active duty as a member of the military force of any state (e.g., National or State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the district will be reemployed provided they can be qualified to perform the required duties. Employees returning to work following military leave should contact the Department of Human Services. In most cases, the length of federal military service cannot exceed five years.

Continuation of Health Insurance. Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 24 months. Employees should contact the Department of Human Services for details on eligibility, requirements, and limitations.

Payment for Accumulated Leave Upon Separation

San Elizario ISD does not pay accrued personal or local leave to employees upon separation. Personal leave will remain on file and itemized on the employment service record. Any unused local leave is forfeited upon an employee's work separation. However, unused compensatory leave will be paid out on the employee's last check.

Identification and District Badges

For security purposes, employees are required to always wear an employee badge while on duty at any district building. Lost badges should be reported within five (5) days to the employee's supervisor. Employees must obtain a new badge at the Human Resources Department. Employees who have lost or damaged their badge or forgotten it must report their time to their immediate supervisor so that it may be corrected in TEAMS. Lost badges will be replaced at a charge of $10 for each lost ID badge. Work-related damaged ID badges will be replaced free of charge if the damaged badge is returned.

Guest Teacher badges will be replaced at a charge of $5 for each lost/damaged ID badge. There will be no charge for damage due to wear and tear.

The district's electronic timekeeping system and associated work records will become the official basis for recording hours worked for employees of the San Elizario Independent School District. It is a job requirement that ALL employees MUST "clock-in" in the morning, and "clock-out" at the end of the workday at their location of work. Paraprofessional, hourly, nonexempt employees are required to "clock out" for their lunch period and "clock in" when returning to work. Any attempt to tamper with the timekeeping hardware or software will be considered a serious offense, subject to disciplinary action. Punching in or out for an employee (a.k.a. "buddy punching") will also be considered a serious offense, with both employees subject to disciplinary action up to and including termination. Missed swipes must be reported with the Missed Swipe Form and the form must be submitted to the employee's supervisor for approval. The supervisor must in turn document the reason and correct the employee's timecard.

Employee Relations and Communications

Employee Recognition and Appreciation

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the district. Employees are recognized at board meetings, in the district newsletter, and through special events and activities. Recognition and appreciation activities also include employee outings to restaurants and other activities . Any cash compensation or other items such as T-shirts issued by SEISD to employees is taxable income and will be processed as a federal income tax payroll deduction. A form will be provided via the employee service center to allow the employee to opt in/out of deductions that are generated due to taxable items provided by the district. If an employee opts out, the employee will not receive items of this sort.

District Communications

Throughout the school year, the communication office publishes newsletters, brochures, fliers, calendars, news releases, and other communication materials. These publications offer employees and the community information pertaining to school activities and achievements. They include the following:

District Newsletter

School Messenger – Notification Service

Facebook – District social media: www.facebook.com/SEISD

X – District social media: SEISD Twitter

Complaints and Grievances

Policy DGBA

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time.

The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the board of trustees. For ease of reference, the district's policy concerning the process of bringing concerns and complaints is reprinted as follows:

Employee/Complaints/Grievances

DGBA Local Policy

The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level. Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

If an informal conference regarding a complaint fails to reach the outcome requested by the employee, he or she may initiate the formal process described below by timely filing a written complaint form. Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time. The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

Formal Process - An employee may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini trial" at any level.

Freedom from Retaliation - Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.

Whistleblower Complaints - Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the district set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]

Complaints Against Supervisors - Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including e-mail and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

The district shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the district may hold the conference and issue a decision in the employee's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's e-mail address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.

The employee may designate a representative through written notice to the district at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days' notice to the district before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The district may be represented by counsel at any level of the process.

Consolidating Complaints

Complaints arising out of an event, or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the district may consolidate the complaints.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the district.

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Grievance forms can be found HERE

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and

2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.

2. All other documents submitted by the employee at Level One.

3. The written response issued at Level One and any attachments.

4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The district shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

Standards of Conduct

Policy DH

Link to Policy:
https://pol.tasb.org/PolicyOnline/PolicyDetails?key=439&code=DH#legalTabContent

All employees are expected to work together in a cooperative spirit to serve the best interests of the district and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Recognize and respect the rights of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action up to and including termination.
- Know and comply with department and district policies and procedures.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Use district time, funds, and property for authorized district business and activities only.

All district employees should perform their duties in accordance with state and federal law, district policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines, including intentionally making a false claim, offering false statements, or refusing to cooperate with a district investigation may result in disciplinary action, up to and including termination. Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC not later than the seventh day after the superintendent knew of the incident. See *Reports to the Texas Education Agency HERE*

The *Educators' Code of Ethics*, adopted by the State Board for Educator Certification, which all district employees must adhere to, is reprinted below:

Texas Educators' Code of Ethics

Purpose and Scope

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward the realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. This chapter shall apply to educators and candidates for certification. (19 TAC 247.1(b))

Enforceable Standards

1. Professional Ethical Conduct, Practices, and Performance

Standard 1.1 The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2 The educator shall not intentionally, knowingly, or recklessly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3 The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4 The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5 The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or that are used to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6 The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7 The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8 The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9 The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

Standard 1.10 The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11 The educator shall not intentionally, knowingly, or recklessly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12 The educator shall refrain from the illegal use, abuse, or distribution of controlled substances, prescription drugs and toxic inhalants.

Standard 1.13 The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

2. Ethical Conduct toward Professional Colleagues

Standard 2.1 The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2 The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3 The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4 The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5 The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6 The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7 The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

Standard 2.8 The educator shall not intentionally or knowingly subject a colleague to sexual harassment.

3. Ethical Conduct toward Students

Standard 3.1 The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2 The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3 The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4 The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5 The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6 The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7 The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8 The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9 The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

(i) the nature, purpose, timing, and amount of the communication;

(ii) the subject matter of the communication;

(iii) whether the communication was made openly or the educator attempted to conceal the communication;

(iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;

(v) whether the communication was sexually explicit; and

(vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Dress and Grooming

The dress and grooming of district employees shall be clean, neat, in a manner appropriate for their assignments, and in accordance with any additional standards established by their supervisors and approved by the Superintendent. Personnel are expected to dress in a manner that projects a professional image for the employee, district, and the community. The style of clothing for males and females shall always reflect professional and business-like attire. See DH regulation below:

DH Regulation

The following will apply:

1. Cleanliness and neatness are expected of all staff members at all times.

2. Clothing for classes such as physical education, JROTC, health-related to include school nurses, and other specialty courses will be reasonable and appropriate for that class but will be confined to class time only. This may also cover special outside class activities, such as field trips.

3. Jeans may be worn on designated "spirit days" as approved by Principal, Supervisor, or Superintendent as long as they are in good condition, clean and not torn, ragged or threadbare.

4. Employees' clothing should not be revealing, immodest, or inappropriate.

5. Face coverings to include masks or other protective work equipment in the best interest of safety as determined by administrative safety protocols.

The following clothes may not be worn:

1. Any clothing that shows the midriff or lower back area at any time (this includes reaching or bending);

2. Any shirts or tee-shirts with messaging other than a small commercial logo or the name, logo, or mascot of the District, school, or department.

3. Dresses or skirts shorter than three inches above the top of the kneecap;

4. Leggings or tight-knit pants (unless worn with a blouse that is thigh length)

5. Plunging necklines.

6. Ripped or tattered clothing.

7. Sheer or revealing garments;

8. Shorts.

9. Shower shoes or flip-flops (rubber pool shoes).

10. Skin-tight clothing.

11. Strapless or spaghetti-strap tops and dresses.

12. Sweat suits or warmups.

13. Athletic tank tops or muscle shirts.

Additional inappropriate items include:

1. Visible piercings other than earrings.

2. Caps or hats inside buildings, except as required by specific assignments, such as protective clothing or hard hats, or by a health code, such as head coverings for employees working in kitchens; or

3. Employees will not be allowed to display any jewelry, tattoos, brands or similar artifacts that are either obscene, distracting or may cause disruptions to the educational environment.

Enforcement

Any violation or the employee dress and grooming standards will be addressed by campus or appropriate department administrator. The campus or department administrator is authorized to send an employee home to change clothes and may determine the necessary length of time away from job site. This time away from work will be unpaid. Continued violations of this regulation may result in disciplinary action in accordance with DH (LOCAL).

Discrimination, Harassment, and Retaliation

Policies DH, DIA

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action up to and including termination.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official. If the campus principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the superintendent. A complaint against the superintendent may be made directly to the board.

Any district employee who believes that he or she has experienced prohibited conduct based on sex, including sexual harassment, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor, the campus principal, the Title IX coordinator, or the superintendent. The district's Title IX coordinator's name and contact information is listed in the Equal Employment Opportunity section of this handbook.

The district's policy that includes definitions and procedures for reporting and investigating discrimination, harassment, the link to the policy is included below:

Employee Welfare Freedom from Harassment

Note: This policy addresses harassment of District employees. For harassment of students, see Policy FFH. For reporting requirements related to child abuse and neglect, see Policy FFG. The district prohibits sexual harassment and harassment based on a person's race, color, gender (including pregnancy, sexual orientation and gender identity or expression), national origin, disability, religion, or age. Employees shall not tolerate harassment of others and shall make reports as required at reporting procedures below:

Sexual Harassment

Sexual harassment of an employee is defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or

2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include, but are not limited to, sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, communication, or contact.

Other Prohibited Harassment

Harassment of a District employee on the basis of the employee's race, color, gender (including pregnancy, sexual orientation and gender identity or expression), national origin, disability, religion, or age includes physical, verbal, or nonverbal conduct related to these characteristics when the conduct is so severe, persistent, or pervasive that the conduct:

1. has the purpose or effect of unreasonably interfering with the employee's work performance
2. creates an intimidating, threatening, hostile, or offensive work environment or
3. otherwise adversely affects the employee's employment opportunities

Examples

Examples of prohibited harassment may include, but are not limited to, offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other types of aggressive conduct such as theft or damage to property.

Reporting Procedures

An employee who believes that he or she has experienced prohibited harassment should immediately report the alleged acts to an appropriate person designated below. Any district employee with supervisory authority who receives notice that another employee has or may have experienced prohibited harassment is required to immediately report the alleged acts and take whatever other steps are required by this policy. Any other person who knows or believes that a District employee has experienced harassment should immediately report the alleged acts to the appropriate person designated by this policy.

Timely Reporting

Reports of harassment shall be made as soon as possible after the alleged acts. A failure to promptly report alleged harassment may impair the district’s ability to investigate and address the harassment.

A District employee may report harassment to his or her supervisor or campus principal. A person shall not be required to report harassment to the alleged harasser; nothing in this policy prevents a person from reporting harassment directly to one of the District officials below:

District Officials

1. For sexual harassment, contact the Title IX coordinator, Associate Superintendent. Policy DAA (LOCAL)

2. For all other prohibited harassment, contact the Associate Superintendent.

A report against the Title IX coordinator may be made directly to the Superintendent; a report against the Superintendent may be made directly to the Board.

Notification Report

Upon receipt of a report of harassment, a supervisor or principal shall immediately notify the appropriate District official listed above.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Investigation of the Report

The district may request, but shall not insist upon, a written report. If a report is made orally,

the district official shall reduce the report to written form. Upon receipt or notification of a report, the district official shall determine whether the allegations, if proven, would constitute sexual harassment or other prohibited harassment as defined by District policy. If so, the district official shall immediately authorize or undertake an investigation. If appropriate, the district shall promptly take interim action to prevent harassment during the course of an investigation. The investigation may be conducted by the district official or a designee, such as the campus principal, or by a third party designated by the district, such as an attorney. When appropriate, the campus principal or supervisor shall be involved in or informed of the investigation. The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations. The district's obligation to conduct an investigation is not satisfied by the fact that a criminal or regulatory investigation regarding the same or similar allegations is pending.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation. The investigator shall prepare a written report of the investigation. The report shall be filed with the district official overseeing the investigation.

District Action

If the results of an investigation indicate that prohibited harassment occurred, the district shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the harassment. The district may take disciplinary action based on the results of an investigation, even if the district concludes that the conduct did not rise to the level of harassment prohibited by law or district policy.

Appeal

A complainant who is dissatisfied with the outcome of the investigation may appeal through Policy DGBA (LOCAL), beginning at the appropriate level. The complainant shall be informed of his or her right to file a complaint with the Texas Workforce Commission Civil Rights Division, the Equal Employment Opportunity Commission, or the United States Department of Education Office for Civil Rights.

Retaliation Prohibited

Retaliation against an employee alleged to have experienced harassment, a witness, or another person who makes a report or participates in an investigation is strictly prohibited. A person who makes a good faith report of prohibited harassment shall not suffer retaliation for making the report. A person who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding prohibited harassment is subject to appropriate discipline.

Harassment of Students

Policies DF, DH, DHB, FFG, FFH, FFI

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited.

Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official.

Any district employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct based on sex, including sexual harassment, of a student shall immediately notify the district's Title IX coordinator, the ADA/Section 504 coordinator, or superintendent and take any other steps required by district policy.

All allegations of prohibited harassment of a student by an employee or adult will be reported to the student's parents and promptly investigated. An employee who knows of or has reasonable cause to believe that child abuse or neglect occurred child abuse must also report his or her knowledge or suspicion to the appropriate authorities, as required by law. See *Reporting Suspected Child Abuse*, page 58 and *Bullying,* page 83 for additional information.

The district's policy that includes definitions and procedures for reporting and investigating harassment of students is reprinted below:

Employee Standards of Conduct: Reports to the State Board of Education

Termination of Employment

Student Welfare: Freedom from Discrimination, Harassment, and Retaliation

"Solicitation of a romantic relationship" means deliberate or repeated acts that can be reasonably interpreted as the solicitation by an educator of a relationship with a student that is romantic in nature. A romantic relationship is often characterized by a strong emotional or sexual attachment and/or patterns of exclusivity, but does not include appropriate educator-student relationships that arise out of legitimate contexts such as familial connections or longtime acquaintance. The following acts, considered in context, may constitute prima facie evidence of the solicitation by an educator of a romantic relationship with a student:

1. Behavior, gestures, expressions, or communications with a student that are unrelated to the educator's job duties and evidence a romantic intent or interest in the student, including statements of love, affection, or attraction. Factors that may be considered in determining the romantic intent of such communications or behavior include:
    - The nature of the communications;
    - The timing of the communications;
    - The extent of the communications;
    - Whether the communications were made openly or secretly;
    - The extent that the educator attempts to conceal the communications;

- If the educator claims to be counseling a student, SBEC may consider whether the educator's job duties included counseling, whether the educator reported the subject of the counseling to the student's guardians or to the appropriate school personnel, or, in the case of alleged abuse or neglect, whether the educator reported the abuse or neglect to the appropriate authorities; and
- Any other evidence tending to show the context of the communications between educator and student.

2. Making inappropriate comments about a student's body, creating or transmitting sexually suggestive photographs or images, or encouraging the student to transmit sexually suggestive photographs or images.
3. Making sexually demeaning comments to a student.
4. Making comments about a student's potential sexual performance.
5. Requesting details of a student's sexual history.
6. Requesting a date, sexual contact, or any activity intended for the sexual gratification of the educator.
7. Engaging in conversations regarding the sexual problems, preferences, or fantasies of either party.
8. Inappropriate hugging, kissing, or excessive touching.
9. Providing the student with drugs or alcohol.
10. Violating written directives from school administrators regarding the educator's behavior toward a student.
11. Suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage.
12. Any other acts tending to show that the educator solicited a romantic relationship with the student.

19 TAC 249.3(51)

Reporting Suspected Child Abuse

Policies DG, FFG, GRA

All employees with reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect, as defined by Texas Family Code

§261.001, are required by state law to make a report to a law enforcement agency, the Department of Family and Protective Services (DFPS), or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering the facility) within 24 hours after the employee first has reasonable cause to believe that the child has been abused or neglected. Law enforcement agency includes the Texas Department of Public Safety, a municipal police department, a county sheriff's office, or a county constable's office, and do not include the district police.

A person responsible for the care, custody, or welfare of the child (including a teacher) is required to report alleged abuse or neglect to DFPS even if a report is made to law enforcement.

Employees are also required to make a report if they have reasonable cause to believe that an adult was a victim of abuse or neglect as a child and they determine in good faith that the disclosure of the information is necessary to protect the health and safety of another child, elderly person, or person with a disability.

Reports to DFPS can be made using the Texas Abuse Hotline at https://www.txabusehotline.org/Login/Default.aspx or (800-252- 5400). State law specifies that an employee may not delegate to or rely on another person or administrator to make the report.
Under state law, a person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, the district is prohibited from taking an adverse employment action against a certified or licensed professional who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

An employee's failure to make the required report may result in prosecution as a Class A misdemeanor. The offense of failure to report by a professional may be a state jail felony if it is shown the individual intended to conceal the abuse or neglect. In addition, a certified employee's failure to report may result in disciplinary procedures by SBEC for a violation of the Texas Educators' Code of Ethics.

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agency.

Reporting the concern to the principal does not relieve the employee of the requirement to report it to the appropriate state agency. In addition, employees must cooperate with investigators of child abuse and neglect. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Sexual Abuse and Maltreatment of Children

The district has established a plan for addressing sexual abuse and other maltreatment of children, which may be accessed at http://www.dfps.state.tx.us. As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused or otherwise maltreated. Abuse in the Texas Family Code is defined as include any sexual conduct harmful to a child's mental, emotional, or physical welfare, including conduct that constitutes the offense of continuous sexual abuse of a young child or disabled individual, indecency with a child, improper relationship between an educator and a student, sexual assault, or encouraging a child to engage in sexual conduct, as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Maltreatment is defined as abuse or neglect. Anyone who has reasonable cause to believe that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect following the procedures described above in *Reporting Suspected Child Abuse*.

Reports to Texas Education Agency

Policies DF, DHB, DHC

The conduct of an employee resignation or termination of a certified employee must be reported to the Division of Investigations at TEA if there is evidence that the employee was involved in any of the following:

- Any form of sexual or physical abuse of a minor, or any other unlawful conduct with a student or a minor
- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor
- Engaged in inappropriate communication with a student or minor
- Failed to maintain appropriate boundaries with a student or minor
-

For a certified employee the conduct below must also be reported:

The conduct of an employee resignation or termination of a certified employee must be reported to the Division of Investigations at TEA if there is evidence that the employee was involved in any of the following:

- Any form of sexual or physical abuse of a minor, or any other unlawful conduct with a student or a minor
- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor
- Engaged in inappropriate communication with a student or minor
- Failed to maintain appropriate boundaries with a student or minor

Reporting Crime

Policy DG

The Texas Whistleblower Act protects district employees who make good faith reports of violations of law by the district to an appropriate law enforcement authority. The district is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against, an employee who makes a report under the Act. State law also provides employees with the right to report a crime witnessed at the school to any peace officer with authority to investigate the crime.

Scope and Sequence

Policy DG

If a teacher determines that students need more or less time in a specific area to demonstrate proficiency in the Texas Essential Knowledge and Skills (TEKS) for that subject and grade level, the district will not penalize the teacher for not following the district's scope and sequence.

The district may take appropriate action if a teacher does not follow the district's scope and sequence based on documented evidence of a deficiency in classroom instruction. This documentation can be obtained through observation or substantiated and documented third-party information.

Technology Resources

Policy CQ

The district's technology resources, including its networks, computer systems, email accounts, devices connected to its networks, and all district-owned devices used on or off school property, are primarily for administrative and instructional purposes. Limited personal use is permitted if the use:

- Imposes no tangible cost to the district.
- Does not unduly burden the district's technology resources.
- Has no adverse effect on job performance or on a student's academic performance.
- Artificial intelligence (AI) should only be used as a support tool to improve student outcomes, not to replace the decisions made by teachers or students

Electronic mail transmissions and other use of the technology resources are not confidential and can be monitored at any time to ensure appropriate use.

Employees are required to abide by the provisions of the district's acceptable use agreement and administrative procedures. Failure to do so can result in suspension of access or termination of privileges and may lead to disciplinary and/or legal action. Employees with questions about computer use and data management can contact Horacio Hernandez, Executive Director of Technology, (915) 872-3900.

Personal Use of Electronic Communications

Policy CQ, CY, DH

Electronic communications include all forms of social media, such as text messaging, instant messaging, electronic mail (email), web logs (blogs), wikis, electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, X, LinkedIn, Instagram). Electronic communications also include all forms of telecommunication such as landlines, cell phones, and web-based applications.

As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic communications as they are for any other public conduct. If an employee's use of electronic communications interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for web links on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic communications for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network page(s) using the district's computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, mealtimes, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct district business.
- The employee shall not use district and campus trademarks, including names, logos, mascots, and symbols or other copyrighted material on social media or in texts without express written consent.
- An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor. Employees should be cognizant that they have access to information and images that, if transmitted to the public, could violate privacy concerns.

- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:

    - Confidentiality of student records. [See Policy FL]
    - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [See DH(EXHIBIT)]
    - Confidentiality of district records, including educator evaluations and private email addresses. [See Policy GBA]
    - Copyright law [See Policy CY]
    - Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See DH(EXHIBIT)]

See *Electronic Communications between Employees, Students, and Parents,* below, for regulations on employee communication with students through electronic media.

Electronic Communications between Employees, Students, and Parents

Policy DH

A certified or licensed employee, or any other employee designated in writing by the superintendent or a campus principal, may use electronic communications with students who are currently enrolled in the district. The employee must comply with the provisions outlined below. Electronic communications between all other employees and students who are enrolled in the district are prohibited. Employees are not required to provide students with their personal phone number or email address.

An employee is not subject to the provisions regarding electronic communications with a student to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. An employee who claims an exception based on a social relationship shall provide written consent from the student's parent. The written consent shall include an acknowledgement by the parent that:

- The employee has provided the parent with a copy of this protocol;
- The employee and the student have a social relationship outside of school;

- The parent understands that the employee's communications with the student are excepted from district regulation; and

- The parent is solely responsible for monitoring electronic communications between the employee and the student.

The following definitions apply for the use of electronic media with students:

- *Electronic communications* means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. The term includes email, text messages, instant messages, and any communication made through an Internet website, including a social media website or a social networking website.

- *Communicate* means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a *communication*: however, the employee may be subject to district regulations on personal electronic communications. See *Personal Use of Electronic Media*, above. Unsolicited contact from a student through electronic means is not a *communication*.

- *Certified or licensed employee* means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, licensed therapists, and athletic trainers.

An employee who communicates electronically with students shall observe the following:

- The employee is prohibited from knowingly communicating with students using any form of electronic communications, including mobile and web applications, that are not provided or accessible by the district unless a specific exception is noted below.

- Only a teacher, trainer, or other employee who has an extracurricular duty may use text messaging, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. An employee who communicates with a student using text messaging shall comply with the following protocol:

    - The employee shall include at least one of the student's parents or guardians as a recipient on each text message to the student so that the student and parent receive the same message;

- The employee shall include his or her immediate supervisor as a recipient on each text message to the student so that the student and supervisor receive the same message or

- For each text message addressed to one or more students, the employee shall send a copy of the text message to the employee's district email address.

- The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity).

- The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for the purpose of communicating with students. The employee must enable administration and parents to access the employee's professional page.

- The employee shall not communicate directly with any student between the hours of 9:00 p.m. and 8:00 a.m. An employee may, however, make public posts to a social network site, blog, or similar application at any time.

- The employee does not have a right to privacy with respect to communications with students and parents.

- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics including:

    - Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies CPC and FL]

    - Copyright law [Policy CY]

    - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DH]

- Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with one or more currently-enrolled students.

- Upon written request from a parent or student, the employee shall discontinue communicating with the student through email, text messaging, instant messaging, or any other form of one-to-one communication.

- An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.

- All staff are required to use school email accounts for all electronic communications with parents. Communication about school issues through personal email accounts or text messages are not allowed as they cannot be preserved in accordance with the district's record retention policy.

- An employee shall notify his or supervisor in writing within one business day if a student engages in an improper electronic communication with the employee. The employee should describe the form and content of the electronic communication.

SAN ELIZARIO ISD ACCEPTABLE USE GUIDELINES

San Elizario ISD makes no guarantee of any kind, whether expressed or implied, for the technology services it is providing with regard to computers, networks, and/ or internet services. San Elizario ISD will not be responsible for any damages a user may suffer, including loss of data or interruptions in service. San Elizario ISD will not be responsible for the accuracy or quality of information obtained through San Elizario technology resources or the Internet.

"By signing this handbook, I understand and will abide by the San Elizario ISD Acceptable Use Guidelines. I further understand that any violation of the Acceptable Use Guidelines is unethical and may constitute a criminal offense. Should I commit any violation my access privileges will be revoked and/or appropriate disciplinary actions may be taken."

PERSONAL USE OF ELECTRONIC COMMUNICATIONS

Electronic communications includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), web logs (biogs), wikis, electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the internet, and social network sites (e.g., Facebook, Twitter, LinkedIn, Instagram). Electronic communications also includes all forms of telecommunication such as landlines, cell phones, and web-based applications.

As role models for the District's students, employees are responsible for their public conduct even when they are not acting as District employees. Employees will be held to the same professional standards in their public use of electronic communications as they are for any other public conduct. If an employee's use of electronic communications interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for web links on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

Public Information on Private Devices

Policy DH, GB

Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved. The district will take reasonable efforts to obtain public information in compliance with the Public Information Act. Reasonable efforts may include:

- Verbal or written directive
- Remote access to district-owned devices and services

Criminal History Background Checks

Policy DBAA

All employees are subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the district and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

Employee Arrests and Convictions

Policy DH, DHB, DHC

An employee must notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of any felony, and any of the other offenses listed below:

- Crimes involving school property or funds
- Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator
- Crimes that occur wholly or in part on school property or at a school-sponsored activity
- Crimes involving moral turpitude

Moral turpitude includes the following:

- Dishonesty
- Fraud
- Deceit
- Theft
- Misrepresentation
- Deliberate violence
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor
- Crimes involving any felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance
- Felonies involving driving while intoxicated (DWI)
- Acts constituting abuse or neglect under the Texas Family Code.

If an employee is arrested or criminally charged, the superintendent is also required to report the educator's criminal history to the Division of Investigations at TEA.

The superintendent is required to report the misconduct or criminal history of an employee to TEA. Information about misconduct or allegations of misconduct of an employee certified by a means other than the criminal history clearinghouse. will be reported to TEA. Refer to Policies DHB(LEGAL) and DHC (LEGAL) for timelines and conduct that will result in reporting.

Alcohol and Drug-Abuse Prevention

Policy DH

San Elizario ISD is committed to maintaining an alcohol- and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school-sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed. The district's policy regarding employee drug use follows:

Click here to access DH Local Policy

Tobacco and Nicotine Products and E-Cigarette Use

Policies DH, FNCD, GKA

State law prohibits smoking, using tobacco , or e-cigarettes on all district- owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking, using tobacco products, or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.

Employees are prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on school property or while attending an off-campus school-related activity. Exceptions may be made for smoking cessation products with supervisor approval.

Fraud and Financial Impropriety

Policy CAA

All employees should act with integrity and diligence in duties involving the district's financial resources. The district prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety include the following:

- Forgery or unauthorized alteration of any document or account belonging to the district
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other district assets including employee time
- Impropriety in the handling of money or reporting of district financial transactions
- Profiteering as a result of insider knowledge of district information or activities
- Unauthorized disclosure of confidential or proprietary information to outside parties
- Unauthorized disclosure of investment activities engaged in or contemplated by the district
- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district, except as otherwise permitted by law or district policy
- Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment

- Failing to provide financial records required by federal, state, or local entities
- Failure to disclose conflicts of interest as required by law or district policy
- Any other dishonest act regarding the finances of the district
- Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards

Conflict of Interest

Policy CB, DBD

Employees are required to disclose in writing to the district any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the district. This includes the following:

- A personal financial interest
- A business interest
- Any other obligation or relationship
- Non-school employment

Employees should contact their supervisor for additional information.

Gifts and Favors

Policy DBD

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks, electronic textbooks, instructional materials or technological equipment may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials such as maps or worksheets that convey information to students or contribute to the learning process.

Copyrighted Materials

Policy CY

Employees are expected to comply with the provisions of federal copyright law and policy relating to the use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Electronic media, including motion pictures and other audiovisual works, are to be used in the classroom for instructional purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Associations and Political Activities

Policy DGA

The district will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. Use of district resources including work time for political activities is prohibited.

The district encourages personal participation in the political process, including voting. Employees who need to be absent from work to vote during the early voting period or on election day must communicate with their immediate supervisor prior to the absence.

Charitable Contributions

Policy DG

The Board or any employee may not directly or indirectly require or coerce an employee to make a contribution to a charitable organization or in response to a fundraiser. Employees cannot be required to attend a meeting called for the purpose of soliciting charitable contributions. In addition, the Board or any employee may not directly or indirectly require or coerce an employee to refrain from making a contribution to a charitable organization or in response to a fundraiser or attending a meeting called for the purpose of soliciting charitable contributions.

Safety and Security

Policy CK series

The district has developed and promotes a comprehensive program to ensure the safety and security of its employees, students, and visitors. The safety and security program includes written guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. See Emergencies for additional information.

Employees must follow established protocols and response to emergencies for each campus and department. Refer to written security procedures specific to your location and work area.

To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve district equipment, employees must comply with the following requirements:

- Observe all safety rules.
- Keep work areas clean and orderly at all times.
- Immediately report all accidents to their supervisor.
- Operate only equipment or machines for which they have training and authorization.

While driving on district business, employees are required to abide by all state and local traffic laws. Employees driving on district business are prohibited from texting and using other electronic devices that require both visual and manual attention while the vehicle is in motion. Employees will exercise care and sound judgment on whether to use hands-free technology while the vehicle is in motion.

Employees with questions or concerns relating to safety programs and issues can contact the Human Resources Department.

Possession of Firearms and Weapons

Policies DH, FNCG, GKA

Employees, visitors, and students, including those with a license to carry a handgun, are prohibited from bringing firearms, knives, clubs, or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. A person, including an employee, who holds a license to carry a handgun may transport or store a handgun or other firearm or ammunition in a locked vehicle in a parking lot, garage, or other district provided parking area, provided the handgun or firearm or ammunition is properly stored, and not in plain view. To ensure the safety of all persons, employees who observe or suspect a violation of the district's weapons policy should report it to their supervisor or call 911 immediately.

Visitors in the Workplace

Policy GKC

All visitors are expected to enter any district facility through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge.

Asbestos Management Plan

Policy CSC

The district is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of the district's management plan is kept in the Support Services Department office and is available for inspection during normal business hours.

Pest Control Treatment

Policies CLB, DI

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. Notices are generally located in each building entrance. In addition, individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written, or electric means. Pest control information sheets are available from campus principals or facility managers upon request.

General Procedures

Emergency School Closing

The district may close schools because of severe weather, epidemics, or other emergency conditions. When such conditions exist, the Superintendent will make the official decision concerning the closing of the district's facilities. When it becomes necessary to open late, to release students early, or to cancel school, district officials will post a notice on the district's website and notify the following radio and television stations:

RADIO	TELEVISION
KPRR 102.1 FM – Power 102	KDBC – Ch. 4
KBNA 97.5 FM – Que Buena	KVIA – Ch. 7
KLAQ 95.5 FM – The Q	KTSM – Ch. 9
KTSM 99.9 FM – Sunny	KFOX – Ch. 14
KOFX 92.3 FM – The Fox	KINT – Ch. 26
KHEY 96.3 FM – Khey country	KTDO – Ch. 48
KSII 93.1 FM – Kiss FM	
XHTO 104.3 FM – Hit FM	
XHPX 98.3 FM – Exa FM	
KINT 93.9 FM – Jose FM	

Emergencies

Policies CKC, CKD

All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate evacuation diagrams posted in their work areas and be familiar with shelter in place, lockout, and lockdown procedures. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.

Purchasing Procedures

Policy CH

All requests for purchases must be submitted to the finance department on an official district purchase order (PO) form with the appropriate approval signatures. No purchases, charges, or commitments to buy goods or services for the district can be made without a PO number. The district will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the district's business office. Contact Mrs. Nancy Tinoco, Purchasing Specialist, for additional information on purchasing procedures.

Name and Address Changes

It is important that employment records be kept up to date. Employees must notify the Human Resources Office if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. The form to process a change in personal information can be obtained from the Human Resources Office.

Personnel Records

Policy DBA, GBA

Most district records, including personnel records, are public information and must be released upon request. In most cases, an employee's personal email address is confidential and may not be released without the employee's permission.

Employees may choose to have the following personal information withheld:

- Address
- Phone number, including personal cell phone number
- Emergency contact information
- Information that reveals whether they have family members

The choice to not allow public access to this information or change an existing choice may be made at any time by submitting a written request to the Human Resources Office. New or terminated employees have 14 days after hire or termination to submit a request. Otherwise, personal information may be released to the public until a request to withhold the information is submitted or another exception for release of information under law applies. An employee is responsible for notifying the district if he or she is subject to any exception for disclosure of personal or confidential information.

Rental Cars/Taxi/Shuttle Services

The district's automobile insurance policy fully covers rental cars. However, the renter must purchase the Collision Damage Waiver Insurance from the rental company and list San Elizario ISD along with the individual as the named renters.

Facility Use

Policies DGA, GKD

Employees who wish to use district facilities after school hours must follow established procedures. Campus administration is responsible for scheduling the use of facilities after school hours. Contact campus administration to request to use school facilities and to obtain information on the fees charged.

Termination of Employment

Resignations

Policy DFE, DHB

Contract Employees. Contract employees may resign their position without penalty at the end of any school year if written notice is received at least 45 days before the first day of instruction of the following school year. A written notice of resignation should be submitted to the superintendent or other persons designated by the board of trustees, which includes The Executive Director of Human Resources. Supervisors who have not been designated by the board to accept resignations shall instruct the employee to submit the resignation to the superintendent or other person designated by board action.

Contract employees may resign at any other time only with the approval of the superintendent or the board of trustees. Resignation without consent may result in disciplinary action by the State Board for Educator Certification (SBEC).

The principal is required to notify the superintendent of an educator's resignation within seven business days of the following:

- Certain misconduct, abuse, unlawful act
- Involvement or solicitation of a romantic relationship with a student or minor
- Solicitation or engaging in sexual conduct with a student or minor
- Inappropriate communications with a student or minor
- Failure to maintain appropriate boundaries with a student or minor
- Possession, transfer, sale, or distribution of a controlled substance
- Illegal transfer, appropriation, or expenditure of district or school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation

- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event.

Texas Education Agency which can be found HERE. The superintendent is required to report such conduct to SBEC.

Noncontract Employees. Noncontract employees may resign their position at any time. A written notice of resignation should be submitted to the Superintendent, Dr. Jeannie Meza-Chavez with a copy to the Executive Director of Human Resources at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

The principal or director is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days for any of the following:

- Alleged incident of misconduct of abuse or otherwise committed an unlawful act with a student or minor,
- Was involved in or solicited a romantic relationship with a student or minor
- Engaged in inappropriate communications with a student or minor
- Failed to maintain appropriate boundaries with a student or minor

The superintendent is required to report such conduct to SBEC.

Dismissal or Nonrenewal of Contract Employees

Policies DF Series, DHB, DP

Employees on probationary, term, and continuing contracts can be dismissed during the school year according to the procedures outlined in district policies. Employees on probationary or term contracts can be nonrenewed at the end of the contract term. Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The timelines and procedures to be followed when a suspension, termination, or nonrenewal occurs will be provided when a written notice is given to an employee.

The reporting requirements for termination of a contract employee are the same as those listed above in Resignations/Contract Employees.

Advance notification requirements do not apply when a contract employee is dismissed for failing to obtain or maintain appropriate certification or when the employee's certification is revoked for misconduct. Information on the timelines and procedures can be found in the DF series policies that are provided to employees or are available Online.

Dismissal of Noncontract Employees

Policies DHC, DP

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the district to dismiss any employee for reasons of race, color, religion, sex, national origin, age, disability, military status, genetic information, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the district process outlined in this handbook when pursuing the grievance. (See *Complaints and Grievances*).

The reporting requirements for termination of a noncertified employee are the same as those listed above in Resignations/Noncontract Employees.

Discharge of Convicted Employees

Policy DF

The district shall discharge any employee who has been convicted of a felony under Title 5 Penal Code or convicted of or placed on deferred adjudication community supervision for the following: an offense requiring the registration as a sex offender or

- An offense requiring the registration as a sex offender
- Improper relationship between an educator and a student
- Sale, distribution, or display of harmful materials to a minor
- Public indecency
- A felony offense involving school property
- Convicted of a felony under Title 5 Penal Code if the victim was a minor.

If the Title 5, Penal Code offense is more than 30 years before the date the person's employment began or the person satisfied all terms of the court order entered on conviction the requirement to discharge does not apply.

Exit Interviews and Procedures

Exit interviews will be scheduled for all employees leaving the district. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time. Separating employees are asked to provide the district with a forwarding address and phone number and complete a questionnaire that provides the district with feedback on his or her employment experience. All district keys, books, property, including intellectual property, and equipment must be returned upon separation from employment.

Reports Concerning Court-Ordered Withholding

The district is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance. Notice of the following must be sent to the support recipient and the court or, in the case of child support, the Texas Attorney General Child Support Division:

- Termination of employment not later than the seventh day after the date of termination
- Employee's last known address
- Name and address of the employee's new employer, if known

Student Issues

Equal Educational Opportunities

Policies FB, FFH

In an effort to promote nondiscrimination and as required by law, San Elizario ISD does not discriminate on the basis of race, color, religion, national origin, age, sex, or disability in providing education services, activities, and programs, including Career and Technical Education (CTE) programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination of students based on any of the reasons listed above should be directed to *the Associate Superintendent, Address: Address: 1050 Chicken Ranch Rd. San Elizario, TX 79853. 915-872-3900.*

Student Records

Policy FL

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records:

- Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights

- The student: The rights of parents transfer to a student who turns 18 or is enrolled in an institution of post-secondary education. A district is not prohibited from granting the student access to the student's records before this time.

- School officials with legitimate educational interests

The student handbook provides parents and students with detailed information on student records. Parents or students who want to review student records should be directed to the campus principal for assistance.

Parent and Student Complaints

Policy FNG

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the board has adopted orderly processes for handling complaints on different issues. Any campus office or the superintendent's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teacher or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

Administering Medication to Students

Policy FFAC, FFAF

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. Exceptions apply to the administration of medication for respiratory distress, medication for anaphylaxis (e.g., EpiPen®), opioid antagonists, and medication for diabetes management, if the medication is administered in accordance with district policy and procedures. A student who must take any other medication during the school day must bring a written request from his or her parent and the medicine in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

Dietary Supplements

Policies DH, FFAC

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Psychotropic Drugs

Policy FFAC

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug
- Suggesting a particular diagnosis
- Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student

Student Conduct and Discipline

Policies in the FN series and FO series

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Handbook and Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the district. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

Student Attendance

Policy FEB

Teachers and staff should be familiar with the district's policies and procedures for attendance accounting. These procedures require minor students to have parental consent before they are allowed to leave campus. When absent from school, the student upon returning to school, must appropriate documentation as established in the district's policies for attendance accounting These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

Bullying

Policy FFI

Bullying is defined by §TEC 37.0832. All employees are required to report student complaints of bullying, including cyberbullying, to the campus administrator. The district's policy includes definitions and procedures for reporting and investigating bullying of students and is reprinted below:

Student Welfare: Freedom from Bullying

Bullying is defined by §TEC 37.0832. All employees are required to report student complaints of bullying, including cyberbullying, to the campus administrator. The district's policy includes definitions and procedures for reporting and investigating bullying of students and is reprinted below:

Bullying Prohibited

The district prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

Retaliation

The district prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the district's ability to investigate and address the prohibited conduct.

Reporting Procedures

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report

Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.

Report Format

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

Notice of Report

When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.

Prohibited Conduct

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or dis-crimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the district shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

Investigation of Report

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

Notice to Parents

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action

Bullying

If the results of an investigation indicate that bullying occurred, the district shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The district may notify law enforcement in certain circumstances.

Discipline

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

Corrective Action

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the district's policy against bullying.

Transfers

The principal or designee shall refer to FDB for transfer provisions.

Counseling

The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the district may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.

Confidentiality

To the greatest extent possible, the district shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.

Appeal

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.

Records Retention

Retention of records shall be in accordance with CPC(LOCAL).

Access to Policy and Procedures

This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the district's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

Hazing

Policy FNCC

Students must have prior approval from the principal or designee for any type of "initiation rites" of a school club or organization. While most initiation rites are permissible, engaging in or permitting "hazing" is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing, who has reason to know or suspect that a student intends to engage in hazing, or has engaged in hazing must report that fact or suspicion to the designated campus administrator.

SEISD Administrative Guidelines

Transportation Guideline: Extra Duty Assignments

Applies to: Part-Time and Full-Time Transportation Department Bus Drivers Employees

Purpose

This guideline establishes clear procedures and expectations regarding employee absences and the assignment of extra duties such as field trips and bus maintenance. The intent is to promote accountability, reduce absenteeism, particularly on high-absence days, ensure fair and consistent distribution of extra duties among drivers and adjust operations to meet the District's needs.

Background

A review of attendance patterns has revealed a significant increase in absenteeism on Tuesdays and Fridays, particularly among part-time bus drivers. This trend disrupts transportation services and creates inequities in extra duty assignments. Drivers who are absent frequently attempt to compensate for missed time by volunteering for field trips or additional tasks later in the week.

Guidelines

1. **Absence Impact on Extra Duties:**
    a. Any transportation employee who is absent for a full or half workday during the week will be ineligible for extra duty assignments (e.g., field trips, bus washing, special routes) for the remainder of that week.

    This applies regardless of the reason for the absence, with the exceptions noted in this guideline.

2. **Pre-Assigned Field Trips:**
    a. Subject to the exceptions provided in this guideline, if a driver is pre-assigned to a field trip and is absent for any portion of the week, the field trip assignment will be reassigned to a driver with full attendance for the week.
    b. Drivers are required to report anticipated absences as early as possible to allow for trip reassignment and prevent service disruptions.
3. **Completed Field Trips:**
    a. Drivers who complete a field trip during the current workweek will be ineligible for field trips in the following week. This ensures equitable access to high-demand opportunities among all staff.
4. **Repeated Absences and Review:**
    a. Subject to the exceptions provided in this policy, chronic absenteeism will be monitored and may result in a performance review or disciplinary action in accordance with district attendance policies
    b. Assigned routes or extra duty assignments may be changed to meet and satisfy district needs.

Exceptions

1. Exceptions to this guideline may be made at the discretion of the Transportation Supervisor in cases involving:
    a. Documented medical emergencies;
    b. Legally Protected Leave;
    c. Routine, documented sick leave in accordance with SEISD Policy;

*****Exigent circumstances approved by Administration.

Enforcement and Communication

Supervisors are responsible for tracking attendance, applying these eligibility rules consistently, and maintaining records of duty assignments. This guideline will be shared with all transportation staff and reviewed during annual in-service training. Absence reporting procedures can be found beginning on page 28 of the SEISD handbook.

Administrative Contact

For questions regarding this guideline, please contact the Transportation Department or Human Resources.

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MEMORANDUM

To: Members of the Board of Trustees
From: Dr. Jeannie Meza-Chavez, Superintendent
Subject: Consider and possible Board action on approval of Interlocal Agreement for the Establishment & Operation of El Paso County JJAEP – Chapter 37 of the Texas Education Code
Date: August 13, 2025

HISTORY: The Interlocal Agreement for the Establishment and Operation of El Paso County JJAEP, Under 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 IMPACT: 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 & Operation of El Paso County JJAEP – Chapter 37 of the Texas Education Code as presented.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

IN THE STATE OF TEXAS
COUNTY OF EL PASO

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

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

PURPOSE

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

DUTIES OF THE JUVENILE BOARD AND JJAEP ADMINISTRATOR

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

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

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

DUTIES OF YISD AND THE DISTRICTS

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

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

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

TERMS OF PLACEMENT DUE TO EXPULSION

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

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

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

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

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

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

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

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

SPECIAL CIRCUMSTANCES AFFECTING LENGTH OF PLACEMENT

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

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

TERMS OF EXIT

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

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

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

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

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

CURRICULUM AND ATTENDANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

ESL SERVICES

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

TRANSPORTATION SERVICES

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

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

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

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

POLICY AND PROCEDURES AND STUDENT CODE OF CONDUCT

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

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

JJAEP EDUCATIONAL STAFF

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

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

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

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

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

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

RECORDS AND RETENTION

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

SUPPLEMENTARY PROGRAM FUNDING

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

EFFECTIVE DATE

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

TERMINATION

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

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

NOTICE

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

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

SEVERABILITY

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

ENTIRE AGREEMENT

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

INSPECTION OF RECORDS

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

EXECUTION

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

EQUAL EMPLOYMENT POLICIES

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

FAILURE TO PAY

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

IMMUNITY

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

CHANGE OF CAMPUS LOCATION

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

CONFLICT RELATED DOCUMENTS

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

YISD INTERLOCAL SY 2025-2026
CONTACTS AND ADDRESS INFORMATION

School District	Address
Clint Independent School District James R. Pendell, Board President	14521 Horizon Boulevard El Paso, Texas 79928
Fabens Independent School District Luis “Charlie” Estrada, Board President	821 NE "G" Avenue Fabens, Texas 79838
San Elizario Independent School District Eduardo Chavez, Board President	1050 Chicken Ranch Road San Elizario, Texas 79849
Socorro Independent School District Michael A. Najera, Board President	12440 Rojas Drive El Paso, Texas 79928
Tornillo Independent School District Marlene Bullard, Board President	19200 Cobb Avenue Tornillo, Texas 79853
Ysleta Independent School District Carlos Bustillos, Board President	9600 Sims Drive El Paso, Texas 79925
El Paso Independent School District Leah Hanany, Board President	1014 N. Stanton Street El Paso, Texas 79902
Anthony Independent School District Angel J. Cuellar, Board President	840 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 Selina Saenz, Chairperson	500 E. San Antonio Avenue, Suite 1105 El Paso, Texas 79901

JJAEP SY 2025-2026 INTERLOCAL EXHIBIT LISTING

EXHIBIT A - MANDATORY EXPULSIONS OFFENSE CODES

EXHIBIT B - JJAEP SCHOOL RECORDS REQUEST FORM

EXHIBIT C - JJAEP MONTHLY ACTIVITY REPORT (MAR)

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

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

EXHIBIT F - JJAEP HR RECORDS AND CERTIFICATION FORM

EXHIBIT G - TJJD INCIDENT REPORT FORM

EXHIBIT G-1 - TJJD INTERNAL INVESTIGATION REPORT FORM

EXHIBIT H - YISD 2025-2026 SCHOOL CALENDAR

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

EL PASO COUNTY JUVENILE BOARD

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

Date: July 31, 2025

APPROVED AS TO CONTENT:


Chief Juvenile Probation Officer, Rosie Medina

8/1/2025
Date

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST: **YSLETA INDEPENDENT SCHOOL DISTRICT**

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

Date:_____ Date:_____

Chief Counsel for YISD

By:_____ Date:_____
Priscilla Mata

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: Stephanie Ruiz – Coordinator - Human Resources
Subject: Consider and possible Board action on approval of Metlife Contract Renewal – Two-year extension
Date: August 13, 2025

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, 2025. The contract must be renewed to continue providing these benefits to employees as of September 1, 2025. 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 to extend for two additional one-year terms.

RATIONALE: The renewal contract reflects an increase of 9% for the 2025 year to the basic life insurance rates. There is no increase to the Basic AD&D, Supplemental Life, and AD&D.

The current $0.152/1000 rate will increase to $0.182/1000 from September 1, 2025 – August 31, 2026.

BUDGET IMPACT: 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 $28,094.43.

- Basic AD&D Insurance – No increase. The rate of $0.016/$1000 will remain in effect until August 31, 2026. Approximate annual premium - $2,469.84
- 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, 2026. Approximate annual premium - $1,315.80

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve the contract with MetLife for the 2025-2026 term as presented.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

00018
Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116

MetLife

0001800100700000000100000000000000000000

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

MetLife

June 16, 2025

Attn: Benefits Administrator
SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT
1050 CHICKEN RANCH RD
SAN ELIZARIO, TX 79849

Subject: 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, 2025 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.

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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

0001800300700000000100000000000000000000

Renewal Rates effective September 1, 2025

*Specific group coverages not listed below will be renewed at current rates



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Coverage	Current Rate(s)	Renewal Rate(s)	Volume/Lives	Renewal Annual Premium	% Change
Basic Life	$0.152/$1,000	$0.182/$1,000	$12,863,750.00	$28,094.43	19.7%
Rates are guaranteed from September 1, 2025 - August 31, 2026 (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	$12,863,750.00	$2,469.84	0.0%
Rates are guaranteed from September 1, 2025 - August 31, 2026 (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, 2025 - August 31, 2026 (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	$6,450,000.00	$1,315.80	0.0%
Rates are guaranteed from September 1, 2025 - August 31, 2026 (12 months)					

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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/

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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.



MetLife

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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 scurrent supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 9% 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 9% 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.

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: Stephanie Ruiz – Coordinator-Human Resources
Subject: Renewal of Interlocal Agreement with Claims Administrative Services for five-year period
Date: August 13, 2025

HISTORY:
The original Interlocal Agreement with Claims Administrative Services (CAS) was approved by the Board of Trustees on September 13, 2002.

RATIONALE:
In prior years we have obtained quotes from other carriers who provide workers' compensation services, and their fixed costs have been significantly higher than CAS. The district has a long relationship with CAS and they have proven to be an excellent partner. Some of the services they provide are:

- Loss Control Services: safety inspections, safety training, free safety videos
- Aggressive, effective claims services: return to work programs that lower claim costs, proper medical care for injured employees, case managers available to monitor the treatment and care for injured employees
- Electronic filing of claims

BUDGET IMPACT:
Five-year fixed cost amount of $107,838 per year paid from the self-funded worker's compensation fund.

ADMINISTRATIVE RECOMMENDATION:
The administrative recommendation is to approve the five-year fixed cost rate.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

San Elizario Independent School District



Workers' Compensation Renewal
09/01/2025 to 09/01/2026

Phillip Briscoe
Vice President
Account Manager: Laura Lopez
Date Prepared: July 10, 2025

CONFIDENTIAL AND PROPRIETARY: This document and the information contained herein is confidential and proprietary information of USI Insurance Services LLC ("USI"). Recipient agrees not to copy, reproduce, or distribute this document, in whole or in part, without the prior written consent of USI. Estimates are illustrative given data limitation, may not be cumulative and are subject to change based on carrier underwriting. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
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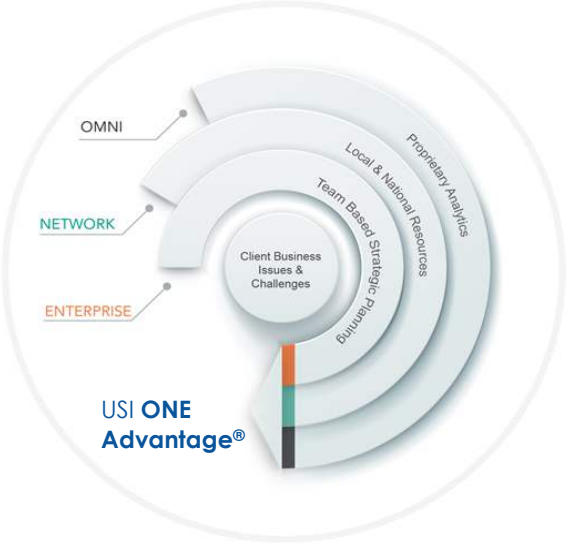
This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

About USI Insurance Services

USI is one of the largest insurance brokerage and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 10,000 industry leading professionals across ~200 offices to serve clients' local, national and international needs. USI has become a premier insurance brokerage and consulting firm by leveraging the USI ONE Advantage®, an interactive platform that integrates proprietary and innovative client solutions, networked local resources and expertise, and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts best-in-class industry talent with a long history of deep and continuing investment in our local communities. For more information, visit usi.com

The USI ONE Advantage

What truly distinguishes USI as a leading insurance brokerage and consulting firm is the USI ONE Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE® represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.



Omni – USI's Proprietary Analytics

Omni, which means "all," is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 500,000 clients, thousands of professionals and over 150 years of business activity through our acquired agencies into targeted, actionable solutions across property & casualty, employee benefits, personal risk and retirement. Omni features over a thousand solutions, case studies, work products and detailed analysis across industry verticals in a single dashboard. USI consultants input the client's personalized data into Omni – highlighting their business, employees, and risks. The results feature client specific recommendations with quantified financial impact and the ability to analyze alternative scenarios with the touch of a button.

Network – USI's Local and National Resources

USI has made a very large investment in local resources and technical expertise, with more than 10,000 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

Enterprise – USI's Team Based Strategic Planning

USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our Omni knowledge engine, with our Network of local and national resources, delivered to our clients through our Enterprise planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.

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Service Team

USI Southwest Inc., El Paso

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

(915) 544-3111 www.usi.com

Producers

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

Direct Number: (915) 534-9412

E-Mail: Phillip.Briscoe@usi.com

Account Management Team

Your **Account Manager** is **Laura Lopez**

Direct Number: (915) 534-9406

E-Mail: Laura.Lopez@usi.com

Your **Account Representative** is **Anapaula Rodriguez**

Direct Number: (915) 534-9424

E-Mail: Anapaula.Rodriguez@usi.com

Additional USI Contacts

Your **Claims Specialist** contact is **Kyna Santiago**

Direct Number: (915) 534-9476

E-Mail: Kyna.Santiago@usi.com

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Premium Summary

Coverage	Carrier	Expiring Term Premium	Proposed Term Premium
Workers' Compensation - 3-Year Plan - 5-Year Plan	Claims Administrative Services, Inc.	$105,249.00 N/A	$113,829.00 $107,838.00

Binding Requirements:

- "Client Authorization to Bind" Signed by the Insured
- Signed CAS Addendum Agreement for *3-Year Contract* or *5-Year Contract*
- Signed A.M. Best JUA and Unrated Notification – CAS

Payment Terms:

- CAS – Direct Bill
  - Full Payment – Due on 09/01 of Each Year

Note:
In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

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Schedule of Named Insureds

Named Insureds
San Elizario Independent School District

Only the Named Insureds shown above are included in this proposal. If any Named Insureds are not shown above and should be included for coverage, please notify us immediately.

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Workers' Compensation

Policy Term: 09/01/2025 to 09/01/2026

Coverage Description	Limit
Employers Liability - Each Accident	$1,000,000
Employers Liability - Disease (Policy Limit)	$1,000,000
Employers Liability - Disease (Each Employee)	$1,000,000

Coverage is not automatic in all states. Please notify us immediately if you begin operations in another state.

Workers' Compensation Schedule of Exposures – State: TX
Estimated Total Annual Payroll
$29,958,790

Class Code	Classification Description	Estimated Annual Payroll
7380	Drivers	$810,837
8810	Clerical Employees	$1,046,685
8868	Professional	$23,353,528
9101	All Other Employees	$4,747,740

Audit Provisions

Description	Audit Term
Audit Based on Payroll	At Expiration

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

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

Agency Bill Payment Options

We sincerely appreciate the opportunity to service your insurance needs. We believe good credit relationships are established by making our clients aware in advance of the terms of our payment procedures.

OUR BASIC PAYMENT PLAN IS THAT ALL PAYMENTS ARE DUE ON OR BEFORE THE EFFECTIVE DATE OF COVERAGE. THERE ARE THREE METHODS OF PAYMENT AVAILABLE:

....CASH ON EFFECTIVE DATE
....PREMIUM FINANCING BY A PREMIUM FINANCE COMPANY
....INSURANCE COMPANY PAYMENT PLAN, IF AVAILABLE

Please note that USI Insurance Services LLC and its subsidiaries and affiliates do not provide customer financing.

In some instances, you will receive invoices covering additions or changes to your coverage, endorsements. These invoices are payable upon receipt. You will receive a monthly statement of your account as a reminder as we realize that it is occasionally possible to miss a payment through oversight. Accounts with payments past due are subject to cancellation for non-payment. This is a serious situation as your insurer may refuse to reinstate coverage even if payment is made later. Accounts are subject, but not limited to, reasonable attorney fees, interest, collection fees and/or court costs incurred in connection with collection of past due balances.

PAYMENTS: Please remember to return the remittance copy of the invoice with your payment in the provided envelope. Otherwise, all payments will be applied to your oldest balance or left as unapplied if we cannot identify the applicable invoice being paid.

CREDITS: Credit invoices may be applied against other invoices due us. Please indicate in your remittance or contact us as to where to apply credit invoices on your account.

These payment procedures will apply for any and all policy renewals or future business written.

If you have any questions concerning our payment procedures or any other matters pertaining to account payments, please contact your insurance representative.

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InsurLink Client Portal

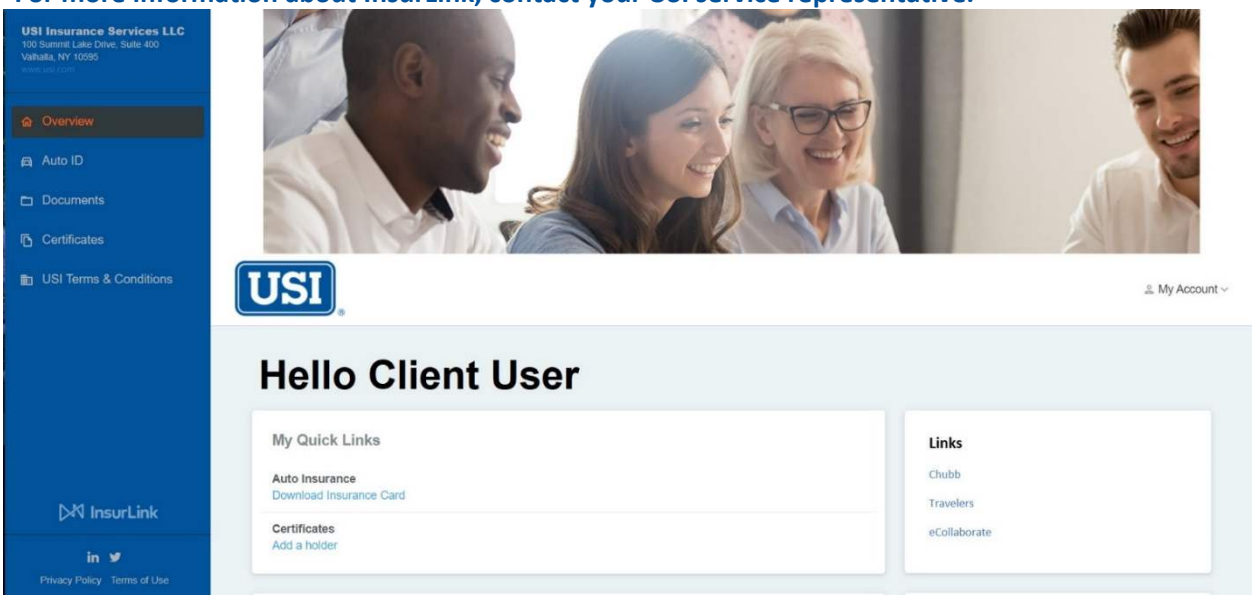
InsurLink, USI's secure, interactive portal for client collaboration and self- service resources, helps streamline the administration of your insurance program with efficient, environmentally friendly, paperless transactions.

InsurLink enables you to manage your program online in seamless collaboration with your USI service team 24 hours a day, 7 days a week.

With our user-friendly, intuitive software you can:

- View and reprint Certificates of Insurance.
- Generate and issue Certificates of Insurance quickly and accurately.
- Reprint and replace Auto ID cards.*
- View policies, endorsements and other key documents.
- Share documents with your USI service team

For more information about InsurLink, contact your USI service representative.



Get our mobile app for Android or Apple and access your InsurLink client portal on the go!

**Limitations in NY and NJ*

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CertVault℠ for Certificate Delivery

USI utilizes CertVault℠, a cloud-based system for storage and secure delivery of certificates of insurance to your certificate holders.

Benefits of CertVault℠

- ✓ Supports USI's go-green initiative by eliminating printed and mailed certificates.
- ✓ Provides faster delivery than standard printing and mailing.
- ✓ Reduces your contact with Holders by providing them with self-service access to obtain issued certificates.
- ✓ Provides USI with a reliable reporting mechanism to identify Holders that have taken delivery of certificates, as well as Holders that have not retrieved their issued certificates. *(This data can be used to facilitate a review of the Holder list prior to renewal).*
- ✓ Protects your information by delivering your certificates securely with Blockchain Technology to ensure authenticity.



Certificate Delivery Process for Holders

When USI issues a certificate for one of your Holders, they are sent a CertVault℠ registration letter via email or regular mail.

After registration is completed, the Holder representative can view only their certificate on the CertVault℠ platform.

Client Copies of Certificates

You will continue to receive copies of certificates issued on your behalf via the method requested (email or regular mail).

For More Information

If you have any questions, please contact your USI Account Management Team.

For more information about CertVault℠, contact your USI service representative.

"Certvault℠" is a service mark of Patra Corporation

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USI Disclosures

Direct Bill DISCLOSURE: The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

Information Concerning Our Fees: As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

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

Reviewing Client Contracts DISCLOSURE: As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

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USI Privacy Notice

Our Privacy Promise to You
USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?
USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

What will we do with your protected information?
The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures
At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

Our Legal Use of Information
We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records
You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

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Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

A. M. BEST RATINGS

A++ & A+	Superior	**D**	Poor
A & A-	Excellent	**E**	Under Regulatory Supervision
B++ & B+	Good	**F**	In Liquidation
B & B-	Fair	**S**	Rating Suspended
C++ & C+	Marginal	**NR**	Not Rated

FINANCIAL SIZE CATEGORY

(In $ Thousands)

Class I	Less than		1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	to	or greater

RATING "NOT ASSIGNED" CLASSIFICATIONS

NR-1 Insufficient Data
NR-2 Insufficient Size and/or Operating Experience
NR-3 Rating Procedure Inapplicable
NR-4 Company Request
NR-5 Not Formally Followed

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A.M Best JUA and Unrated Notification - CAS

The events of 2001 have brought many changes and challenges to the international insurance market. These changes in the market have affected the ability of all brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. In addition, insurance carriers have suffered significant losses that may jeopardize their financial stability.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines for A.M. Best Ratings of companies. Due to the current insurance market conditions, USI has increased its minimum standard for insurers to A-. A.M. Best's current rating scale is attached.

USI bases its guidelines upon ratings issued by A.M. Best company ("Best"). Best is a recognized publisher of information concerning insurer financial conditions. It rates insurers based on many factors, including financial stability. An insurance company's financial condition, can of course, affect its ability to pay claims.

You are insured with CAS. However, CAS is not rated by Best. We are providing you with this information so you can make an informed buying decision as to whether you wish to place your coverage with State Fund.

Please sign below and return to us to acknowledge your agreement to placement with CAS.

If you would prefer to explore possible placement with another carrier, please contact our office immediately. Please be advised that another carrier may have more restrictive terms, increased premium, increased deductibles or other terms not present with your current carrier.

San Elizario ISD, has reviewed and acknowledged the above.

By: _____ Date: _____

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Client Authorization to Bind

Important Information - Coverage cannot be bound when severe weather is threatening regardless of the expiration date.

After careful consideration of your proposal dated July 10, 2025, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

Workers' Compensation Renewal

- 3 Year Plan ☐ Please Bind
- 5 Year Plan ☐ Please Bind

Client Signature

Date Signed

San Elizario Independent School District

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

Claims Administrative Services, Inc.

Our reputation for excellence is no accident.™

TEXAS EDUCATIONAL INSURANCE ASSOCIATION

WORKERS' COMPENSATION

Plan Year 2025-2026 Addendum – Part 1 of 2

Plan Sponsor: San Elizario ISD

San Elizario ISD, a legally constituted political subdivision of the State of Texas, whose mailing address is P. O. Box 920, San Elizario, TX 79849-0920 (hereinafter "the Plan Sponsor"), by its governing body, previously adopted a Plan for a Workers' Compensation Self-Insurance Joint Fund and has designated its employee described below as the board-designated employee for the Plan Sponsor to take all actions to the full extent allowed by law on behalf of the Plan Sponsor with respect to the Plan, including but not limited to electing Trustees and Officers of the Plan; approving or denying claims, benefit payments, and disbursements; communicating with the Plan Supervisor; and all other actions necessary or desirable for the administration of the Plan.

The Plan Sponsor agrees to pay its Proportionate Contribution for the Plan as follows:

- Loss Fund Maximum set aside in a separate account in the records of the Plan Sponsor for claims.
- The Loss Fund computation is subject to change based on the final September 1 participants, by a factor of approximately +/- 5%.
- Fixed Cost paid by the Plan Sponsor to the Plan Supervisor for administration of claims, loss control, record keeping, and the cost of Excess Insurance, payable as follows:

Fixed Cost Includes: **Claims Administration, Record Keeping, Safety and Loss Control, Excess Insurance, plus…**

Initial contact with claimant	Setting IME appointments	Communication with Doctor
Initial contact with insured	Administering benefits timely	Visits by Adjuster
Initial contact with doctor	Annual Reports	Recorded statements
Faxes	Check stock & issuing checks	Filing state forms
Regular Meetings with Client	Subrogation Management	Answering WC legal questions
Photographs	Reports	Supervisor review of claims
Telephone	Litigation Management	Travel expenses
Monitoring medical treatment	Communication with employee	Review of claims with clients
Airfare, except extraordinary	Mileage, except extraordinary	Excess Carrier Reporting
Loss Runs	Express mail, except extraordinary	EDI requirements for Ins Carrier
Filing of 1099's	Obtain Records, except extraordinary	

……CAS Service Guarantee, and much more……..

Loss Fund Includes: **Incurred Claims, Claims Expense Allowance, Allocated Claims Expenses, and Cost Containment**

Allocated Expenses:	Cost associated with bank account or its maintenance
Attorney fees	Extraordinary travel expenses incurred by CAS
Medical opinions	Cost associated with Occupational Rehabilitation
Independent Medical Examination	Pre-authorization or Utilization
Peer Review	Court costs
Subrogation Recovery (Percent of Recovery)	Specialty Bill Review
Medical Bill Negotiations	Medical Case Management
Cost of surveillance	Interest paid as result of Litigation
Witness travel expense	Cost for obtaining and copying of public or medical records
Witness fees	Cost for photography, preparation of maps, diagrams or physical analysis
Cost for property damage appraisal fees	Cost of employing experts' testimony

Cost Containment:

CAS provides cost containment services for our clients. Cost containment services are allocated to the claim and billed at the following rates: Field Case Management, $90 per hour + mileage; Telephonic Case Management, $90 per hour; Rehabilitation/Vocational Case Management, $90 per hour + mileage; Pre-Authorization, $150 flat rate per request; Specialty Bill Review 25% of savings; Medical Bill Negotiations 25% of savings; Pharmacy Network, 9% of savings; Ancillary Services, 9% of savings; Medical Necessity Review, $125 Coordination fee + cost; Subrogation, no charge if done in-house or at cost if a complicated case that would be better represented by an attorney; Investigation Services, $35 for initial database research/$84 per hour for surveillance; In-house attorney representation at hearings $75.00 per hour; and Section 111 reporting query is at no charge, $10.00 per submission.

CAS has a proven record in reducing claims cost. CAS adjusters aggressively work with the injured employee and doctors to get the employee back to work and close their file. CAS works closely with their clients to establish a long-term partnership.

Claims Administrative Services, Inc.

Our reputation for excellence is no accident.™

Texas Educational Insurance Association

WORKERS' COMPENSATION

Plan Year 2025-2026 Addendum – Part 2 of 2

Plan Sponsor: San Elizario ISD

See the changes to your workers' comp rates below. Please note the one remaining variable will be the payroll for each year, which is estimated to be $29,958,790 for 2025-2026. Should your payroll vary from this estimate, you may see a greater or lesser decrease in your total dollars spent; however, the rate applied to the payroll will be unchanged.

Due to changes in the insurance market, please ensure you are not under any obligation to other carriers prior to enrolling in a multi-year option.

By Selecting a New 5-Year, Plan the Sponsor Locks in their Fixed Cost Rate for Five Years!

❑ Begin New 5 Year Plan/Year 1	
❑ **Fixed Cost** Payment in Full ***Due on 9/1 of each year***	❑ **Fixed Cost** Quarterly Payments of *40%, 20%, 20%, 20%* ***Due on 9/1, 12/1, 3/1, and 6/1 of each year***
Fixed Cost Rate: $107,838	**Loss Fund Rate: $160,966**

By Selecting a New 3-Year, Plan the Sponsor Locks in their Fixed Cost Rate for Three Years!

❑ Begin New 3 Year Plan/Year 1	
❑ **Fixed Cost** Payment in Full ***Due on 9/1 of each year***	❑ **Fixed Cost** Quarterly Payments of *40%, 20%, 20%, 20%* ***Due on 9/1, 12/1, 3/1, and 6/1 of each year***
Fixed Cost Rate: $113,829	**Loss Fund Rate: $160,966**

❑ DRAFT OUR W/C FUND BANK ACCOUNT ON DUE DATE – ***Plan Sponsor*** *authorizes payment by draft on the due date for any and all billings.* ***Plan Supervisor*** *will provide copy of Draft Invoice prior to due date.*
SHOULD THE SPONSOR NOT CHOOSE THE DRAFT PAYMENT METHOD, INITIAL INVOICE WILL BE ISSUED PRIOR TO 8/1/25, PAYABLE ON 9/1/25 AND EACH SUBSEQUENT 9/1 FOR THE RESPECTIVE FIXED COST FOR THE REMAINING YEARS OF THE PLAN.

Certification of Authority to Execute

I represent that I am expressly and duly authorized by **San Elizario ISD** to execute this agreement and legally bind my employer as set forth in this agreement. I acknowledge that **San Elizario ISD** wishes to continue the agreement as previously approved by the Board of Trustees, the governing body of **San Elizario ISD**. As the designated employee of **San Elizario ISD**, I am exercising the authority conveyed by the Board of Trustees to extend the term of this agreement for an additional five years ____, or three years ____, which must be completed before an exit option is available. I further acknowledge that this agreement guarantees only the Fixed Cost and Loss Fund Rates and does not guarantee the Fixed Cost or Loss Fund amounts. It is understood that Fixed Cost and Loss Fund amounts are subject to change each year of the agreement based on the actual payrolls of **San Elizario ISD**. **Effective start date of this plan addendum is September 1, 2025.**

/ /	/
Date	**Signature (Board Designated Employee for the Plan Sponsor)** **Title**

Please Select a Plan Option, initial Certificate and return signed Addendum to CAS by 04/30/2025.

CAS-Claims Administrative Services, Inc.
501 Shelley Drive Tyler, TX 75701
Phone: 903.509.8484 Fax: 903.509.1888 Toll Free: 800.765.2412 www.cas-services.com

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: Mrs. Blanca Cruz, Associate Superintendent and Mr. Troy Enriquez, SEHS Principal
Subject: Consider and possible Board action to approve the Aliviane Memorandum of Understanding and Agreement
Date: August 13, 2025

HISTORY: Aliviane is committed to furthering its partnership with San Elizario High School to empower families and reinforce their bonds. With a core mission centered around aiding individuals in their recovery from addiction, Aliviane aims to facilitate a journey of self-discovery and empowerment. By amplifying individuals' voices and involving their families in the recovery process, Aliviane seeks to provide comprehensive support, making the path to recovery smoother and more sustainable (Aliviane, 2021).

RATIONALE: The provided services encompass a range of initiatives related to alcohol, tobacco, and other drug (ATOD) prevention. These services include age-appropriate virtual presentations on ATOD, sharing information with children and families, offering online alternative activities, and addressing problems through referrals as requested by parents. Additionally, prevention efforts involve active participation in community events and conducting various activities through a coalition. These activities encompass information dissemination, alternative programs, community-based processes, and strategies aimed at influencing policies, practices, norms, and community conditions.

BUDGET: There is no budget impact to the district's budget.

ADMINSTRATIVE RECOMMENDATION: The administration recommends that the Board of Trustees approve the memorandum of understanding and agreement between San Elizario High School and Aliviane.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

MEMORANDUM OF UNDERSTANDING & AGREEMENT

Aliviane, Inc. is committed to providing comprehensive substance use and other mental health disorder services for residents living in West Texas (Region 10), which includes the counties of El Paso, Brewster, Culberson, Jeff Davis, Hudspeth, and Presidio. To accomplish these goals, we must rely on community resources to provide much needed services that are beyond the scope of this organization and/or to augment the services provided by Aliviane, Inc. **This document represents a record of agreement to provide individuals with program services listed below between Aliviane, Inc. programs and the following partnering agency:**

Name of Partnering Agency/Organization/ School/Program:

San Elizario Independent School District

Aliviane, Inc. applicable program services:

☒ PRIDES	☒ PRC Region 10	☐ HMHL	☐ WCR	☒ YRC
☒ PRIDES - Rural	☒ EPAPC	☐ AOPC	☐ CCC	☒ CARE
☒ Strengthening Families	☐ PADRE	☐ OTC	☐ Por Mi Familia	☐ IHCP
☒ IMASTAR	☐ PATH	☐ YFOPC	☐ RSS	☐ PPW

Description of services provided by Aliviane Inc.

General Description	Specific Deliverables
Youth Prevention Indicated Program (YPI) may provide prevention services to youth at risk of substance use and adults referred.	Services include age appropriate prevention education; ATOD presentations; Information Dissemination to children, and families; Alternative Activities; Problem Identification and Referral as requested from parents; Prevention services will include participation in community events.
Youth Prevention Selective (YPS) may provide prevention services to youth and adults referred.	Services include age appropriate prevention education; ATOD presentations; Information Dissemination to children, and families; Alternative Activities; Problem Identification and Referral as requested from parents; Prevention services will include participation in community events.
Youth Prevention Universal Program (YPU) may provide prevention services to all youth and adults referred.	Services include age appropriate prevention education; ATOD presentations; Information Dissemination to children, and families; Alternative Activities; Problem Identification and Referral as requested from parents; Prevention services will include participation in community events.

1626 Medical Center Drive, Suite 400, El Paso, TX 79902 / P915.782.4000 / F915.782.4040
Aliviane.org

El Paso Advocates for Prevention Coalition will work towards the prevention and reduction of the illegal and harmful use of alcohol, Marijuana, tobacco, and prescription drugs, (to include other drugs) in El Paso County, amongst youth and adults, by promoting and conducting community-based and evidence-based prevention strategies with key stakeholders.	Services include conducting prevention services activities through the coalition. Implement the combination of information dissemination, alternative activities, community based process, environmental strategies, shift related to polices, practices, norms and community condition.
Prevention Resource Center program provides the community with substance use events, data, and information to mitigate the use of illicit substances in our community for all ages.	Services include data sharing, substance use presentations, Regional Needs Assessment, tobacco compliance checks, tobacco law education, mass media, promotion of substance use related events, social media posting, and referrals.
Youth Recovery Center(YRC) program provides youth aged 13-21 years old a safe place to meet with peer leaders and obtain case management services. Peer leaders engage participants and their families/supportive allies in sober activities and the center is available to youth at various times throughout the week.	Services include referrals, family engagement services, case management resources, center with sober activities, outreach presentations, support groups, and a Peer Advisory Council. Services will be provided to youth upon referral from school counselors, to be conducted at Aliviane's facility.

☒ Referral	☒ Transportation	☐ Communication	☒ Financial Assistance	☒ Case Management	☒ Presentations/Sessions

Description of services provided by Partnering Agency/Organization/School/Program

General Description	Specific Deliverables
Provide coordinating support for Aliviane prevention presentations, information dissemination, alternative activities, evidence-based curriculum services, health fairs and community events, by allowing Prevention Specialist to work in their classrooms and students.	Support for prevention education curriculum, adult and youth presentations ad information dissemination, virtually or in person

☐ 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 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. It is understood and agreed that Aliviane is an independent contractor and that neither it nor any employee (paid or volunteer) or agents contracted by it, or otherwise performing duties of Aliviane, shall be deemed for any purposes to be employees or agents of San Elizario ISD.

This agreement shall be construed and enforced in accordance with the laws of the United States of America and the State of Texas

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.

This MOUA recognizes that referred individuals are responsible for any fees or payments if any apply. Aliviane, Inc. has no liability or responsibility for such fees or payments, unless arranged in advance, in writing, by an official of Aliviane, Inc. with authority to authorize such payment. This agreement will be in effect for one year from the date of full execution or may be terminated by either entity with thirty (30) days written notice.

Signature:		**Signature:**	
Name:	**Dr. Jeannie Meza-Chavez**	**Name:**	**Ivonne Tapia, MA, LCDC, LPC-S, ACPS**
Title:	**Superintendent**	**Title:**	**Chief Executive Officer**
Entity:	**San Elizario ISD**	**Entity:**	**Aliviane, Inc.**
Phone:	**915-872-3900**	**Phone:**	**915-782-4000**
Email:	**Jmeza-chavez@seisd.net**	**Email:**	**itapia@aliviane.org**

Start Date: 09-1-2025 End Date: 08-31-2026
MOUA Renewal Required 1-Year after Start Date*

Form ID: ADM-MOUA-01
2020

1626 Medical Center Drive, Suite 400, El Paso, TX 79902 / P915.782.4000 / F915.782.4040
Aliviane.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: Roster of T-TESS Second Appraisers for the 2025-2026 School Year
Date: August 13, 2025

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). T-TESS is the statewide evaluation framework for Texas teachers, established by the Texas Education Agency. It was first piloted in 2014-2015.

RATIONALE: The list of qualified appraisers who many appraise a teacher in place of the teacher's supervisor shall be approved by the Board (see attached list).

BUDGET IMPACT: There is no budget impact.

ADMINISTRATIVE RECOMMENDATION: The administrative recommendation is to approve the Roster of T-TESS Second Appraisers for the 2025-2026 School Year as presented

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ 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 2025-2026 School Year

The following personnel have met the requirements to serve as second appraisers for the 2025 – 2026 school year:

No.	Appraiser	Title
1.	Dr. Jeannie Meza-Chavez	Superintendent
2.	Ms. Blanca Cruz	Associate Superintendent
3.	Ms. Gina Ramirez	Executive Director of Human Resources
4.	Mr. Edgar Ponce	Administrator – Research and Evaluation
5.	Ms. Leticia De Santos	Administrator – Instructional Programs
6.	Ms. Sandra Sanchez	Administrator – Career and Technical Edu
7.	Mr. Richard Salcido	Director – Special Education
8.	Mr. Cesar Morales	Executive Director of Athletics
9.	Mr. Troy Enriquez	Principal – San Elizario High School
10.	Ms. Valeria Chavez	Assistant Principal – San Elizario High School
11.	Ms. Melissa Nunn	Assistant Principal – San Elizario High School
12.	Ms. Laura Isabel Silva	Assistant Principal – San Elizario High School
13.	Mr. Alexander Corona	Principal – Garcia-Enriquez Middle School
14.	Ms. Fabiola Carranco	Assistant Principal – Garcia-Enriquez Middle School
15.	Ms. Monika Ruiz	Principal – Alarcon Elementary
16.	Ms. Concepcion Talamantes	Assistant Principal – Alarcon Elementary
17.	Ms. Martha Santana	Principal – Borrego Elementary
18.	Ms. Lorena Robles	Assistant Principal – Borrego Elementary
19.	Ms. Susana Frescas	Principal – Sambrano Elementary
20.	Ms. Lydia Sandate	Assistant Principal – Sambrano Elementary
21.	Ms. Julissa Esquivel	Principal – Loya Primary

Certificate of Achievement

This certifies that

Jeannie Meza-Chavez

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

www.teachfortexas.org

T-TESS
Texas Teacher Evaluation & Support System

Date Issued: 6/18/2024

Certificate of Achievement

This certifies that

blanca cruz

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

T-TESS
Texas Teacher Evaluation & Support System

www.teachfortexas.org

Date Issued: 6/6/2023

Certificate of Achievement

This certifies that

Gina Ramirez

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

T-TESS
Texas Teacher Evaluation & Support System

www.teachfortexas.org

Date Issued: 7/1/2024

Certificate of Achievement

This certifies that

Edgar Ponce

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

www.teachfortexas.org

T-TESS
Texas Teacher Evaluation & Support System

Date Issued: 7/9/2024

Certificate of Achievement

This certifies that

leticia de santos

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

500

T-TESS
Texas Teacher Evaluation & Support System

www.teachfortexas.org

Date Issued: 6/7/2024

Certificate of Achievement

This certifies that

sandra sanchez

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

T-TESS
Texas Teacher Evaluation & Support System

501

www.teachfortexas.org

Date Issued: 7/9/2024

Certificate of Achievement

This certifies that

Richard Salcido

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

www.teachfortexas.org

T-TESS
Texas Teacher Evaluation & Support System

Date Issued: 6/6/2025

502

Certificate of Achievement

This certifies that

Cesar Morales

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

503

T-TESS
Texas Teacher Evaluation & Support System

www.teachfortexas.org

Date Issued: 7/29/2025

Certificate of Achievement

This certifies that

troy enriquez

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

504

T-TESS
Texas Teacher Evaluation & Support System

www.teachfortexas.org

Date Issued: 7/18/2023

Certificate of Achievement

This certifies that

Valerie Chavez

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

505

T-TESS
Texas Teacher Evaluation & Support System

www.teachfortexas.org

Date Issued: 7/18/2024

Certificate of Achievement

This certifies that

melissa nunn

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

506

T-TESS
Texas Teacher Evaluation & Support System

www.teachfortexas.org

Date Issued: 6/12/2023

Certificate of Achievement

This certifies that

Laura Silva

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

T-TESS
Texas Teacher Evaluation & Support System

507

www.teachfortexas.org

Date Issued: 6/9/2025

Certificate of Achievement

This certifies that

Alexander Corona

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

T-TESS
Texas Teacher Evaluation & Support System

508

www.teachfortexas.org

Date Issued: 6/18/2025

Certificate of Achievement

This certifies that

Fabiola Carranco

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

509

T-TESS
Texas Teacher Evaluation & Support System

www.teachfortexas.org

Date Issued: 6/4/2025

Certificate of Achievement

This certifies that

Monika Ruiz

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

510

T-TESS
Texas Teacher Evaluation & Support System

www.teachfortexas.org

Date Issued: 6/12/2023

Certificate of Achievement

This certifies that

Concepcion Talamantes

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

T-TESS
Texas Teacher Evaluation & Support System

511

www.teachfortexas.org

Date Issued: 6/2/2023

Certificate of Achievement

This certifies that

Martha Santana

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

T-TESS
Texas Teacher Evaluation & Support System

512

www.teachfortexas.org

Date Issued: 6/24/2025

Certificate of Achievement

This certifies that

Lorena Robles

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

T-TESS
Texas Teacher Evaluation & Support System

513

www.teachfortexas.org

Date Issued: 6/7/2024

Certificate of Achievement

This certifies that

Susana Frescas

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

T-TESS
Texas Teacher Evaluation & Support System

514

www.teachfortexas.org

Date Issued: 6/10/2024

Certificate of Achievement

This certifies that

Lydia Sandate

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

T-TESS
Texas Teacher Evaluation & Support System

515

www.teachfortexas.org

Date Issued: 7/12/2023

Certificate of Achievement

This certifies that

Julissa Esquivel

has demonstrated proficiency in the
Texas Teacher Evaluation and Support System (T-TESS)
and is a

Certified Appraiser

For the 2025 - 2026 School Year

T-TESS
Texas Teacher Evaluation & Support System

516

www.teachfortexas.org

Date Issued: 6/7/2024

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: Gina Ramirez
Subject: Policy GKG_SEISD Volunteer Policy
Date: August 13, 2025

HISTORY: Policy GKG addresses the district's expectations and guidelines for school volunteers. It establishes the foundation for volunteer participation in district activities, including provisions related to background checks, training, supervision, and scope of service. The policy has been reviewed considering updated legal guidance from the Texas Association of School Boards (TASB) Policy Service and recent legislative changes. Proposed 2025–2026 school year updates reflect current legal requirements, best practices in school safety, and alignment with the district's volunteer handbook.

RATIONALE: The GKG policy ensures that all volunteers who interact with students and staff do so in a safe, consistent, and regulated manner. With increased community involvement and a growing number of volunteers supporting district programs, a clear, board-approved policy is essential for ensuring accountability, legal compliance, and the protection of all stakeholders. Updated language supports uniform application of screening procedures, expectations for conduct, and district oversight.

BUDGET IMPACT: There is no significant budget impact. Volunteer screening costs, including background checks, are already incorporated into the district's annual operating budget for human resources and safety protocols.

ADMINISTRATIVE RECOMMENDATION: The administration recommends that the Board of Trustees approve the revised Policy GKG (Community Relations: School Volunteers) for implementation in the 2025–2026 school year.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

PURPOSE

The purpose of the District Volunteer Program is to assist campuses and provide a service to the teachers and to the students.

QUALIFICATIONS

Adults, 18 years of age and older, may serve as volunteers. Since volunteer qualifications vary with the needs of individual schools, the Superintendent shall establish guidelines to ensure volunteers are placed in areas they can serve best.

AUTHORITY

A volunteer in the school shall work directly under the supervision of the principal or campus coordinator designated by the principal of a school to which the volunteer is assigned.

APPLICATION

Every prospective volunteer must submit a completed volunteer application, provide valid photo identification issued by a government agency, and consent to a background check conducted by the District or its authorized provider.

CRIMINAL HISTORY

All individuals who wish to serve as volunteers in the District must undergo a criminal history background check before participating in any volunteer activities. This requirement applies to all volunteers, including those who would otherwise be exempt under state law, such as parents, guardians, or grandparents of enrolled students; individuals who will be accompanied at all times by a District employee; and those volunteering for a single event.

The criminal history background check shall remain effective for the school year during which the application is made and must be renewed annually.

A volunteer who refuses the District's request for a criminal history background check shall be prohibited from volunteering in any capacity.

No person shall be allowed to perform any volunteer work on District premises without prior approval.

INDIVIDUALIZED ASSESSMENT

The District shall deny approval to an applicant whose criminal history indicates that the person poses a threat to students or employees. Consistent with business necessity, the District shall also deny approval to an applicant whose criminal history is otherwise inconsistent with the duties of the position for which the person is being considered.

The District shall perform an individualized assessment of criminal history record information when determining a person's eligibility for the District's Volunteer Program. The District shall take into account a variety of factors, including the following:

1. The nature of the offense;
2. The age of the person when the crime was committed;
3. The date of the offense and how much time has elapsed;
4. The adjudication of the offense (e.g., whether the person was found guilty by a trier of fact, pled guilty, entered a no contest plea, or received deferred adjudication);
5. The nature and responsibilities of the volunteer position sought;
6. The accuracy of the person's disclosure of his or her criminal history during the selection process;
7. The effect or potential effect of the conduct on the overall educational environment; and
8. Any further information provided by the person concerning his or her criminal history record.

The fact that an applicant has been arrested does not, by itself, establish that criminal conduct occurred, and the District will not disqualify a volunteer applicant based solely on an arrest. However, the District may consider the conduct underlying an arrest when making a decision about a volunteer application if that conduct indicates the individual may be unfit to serve in a volunteer capacity.

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: Gina Ramirez, Executive Director of Human Resources
Subject: SEISD Volunteer Handbook 2025-2026
Date: August 13, 2025

HISTORY: The San Elizario ISD Volunteer Handbook was developed to formalize expectations, guidelines, and procedures for all individuals who serve as volunteers across district campuses and programs. The handbook has been reviewed and updated for the 2025–2026 school year to ensure alignment with district policy, state requirements, and best practices for school volunteer programs. This is part of the district's ongoing efforts to enhance community engagement and ensure a safe, supportive environment for students and staff.

RATIONALE: Volunteers support student achievement, campus activities, and the overall educational experience. The Volunteer Handbook guides roles, responsibilities, safety protocols, background check requirements, and conduct expectations. Approving the updated handbook ensures that all volunteers receive consistent information that promotes accountability, legal compliance, and positive engagement with the school community.

BUDGET IMPACT: The approval of the Volunteer Handbook has no significant fiscal impact. The handbook will be distributed electronically to minimize printing costs. Any minimal administrative expenses associated with volunteer onboarding and background checks are already included in the existing operational budget.

ADMINISTRATIVE RECOMMENDATION: The administration recommends that the Board of Trustees approve the 2025–2026 San Elizario ISD Volunteer Handbook as presented.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

Volunteer Handbook

2025-2026



San Elizario Independent School District

Welcome to the San Elizario ISD Volunteer Program

Dear Volunteer,

Welcome, and thank you for sharing your time and talents with the students and staff of San Elizario ISD. Volunteers are vital in helping us fulfill our mission of providing a high-quality education and supportive environment for every student. Whether you're assisting at an event or supporting office staff, your contribution makes a meaningful difference in the lives of our students.

We are deeply thankful that you have embraced the opportunity to help out in our schools. Your dedication and generosity strengthen our community and inspire our students to reach their full potential.

This handbook provides essential information about district policies, procedures, and expectations. It will help you understand your role and ensure a safe, productive volunteer experience.

We are proud to partner with individuals who believe in the power of education and building a brighter future for our students.

With gratitude,



Gina Ramirez
Executive Director of Human Resources
San Elizario Independent School District

How Volunteer Core Values Reflect San Elizario ISD's Mission and Vision

San Elizario ISD's mission is to graduate students with innovative skills for 21st-century careers by fostering academic and social growth, supporting transformative practices, and building strong school–home relationships.

Its vision — "A Proud Community of Champions – Soaring Excellence"—is centered on student success, collaboration, and community pride.

Volunteer Core Expectations — Aligned with SEISD Values:

- **Maintain Confidentiality**
  Builds trust and supports positive school–home relationships.
- **Display a Positive Attitude**
  Promotes community spirit and encourages student confidence.
- **Exhibit Professional Behavior**
  Models excellence and integrity for students.
- **Model Dress Code Standards**
  Reflects respect for the learning environment and school pride.
- **Stay Focused on a Common Goal**
  Reinforces the shared mission of student achievement.
- **Operate as a Team**
  Strengthens collaboration between school, families, and the community.
- **Keep Our Commitment to Volunteering**
  Demonstrates dedication to student growth and school support.
- **Honor the Learning Environment**
  Ensures classrooms are safe, focused, and supportive.
- **Encourage Our Students**
  Inspires learners to reach their highest potential.
- **Ensure the Safety of Our Children**
  Aligns with SEISD's core priority—student well-being.

By embracing these expectations, volunteers help San Elizario ISD live out its commitment to excellence, equity, and student success.

Welcome, Volunteers!

We want you to have a great experience while supporting our students and staff!

Important Information to Get Started:

- Any volunteer is required to complete the whole application process. There are no exceptions.
- It is essential to note the 4 district orientation dates per year and the HR processing dates of Tuesday and Thursday each week after each district orientation.
    - One training course is required to be completed per year.
    - For more information on dates and times, see the SEISD website or contact the district or campus parent liaison.
- Please read through the entire handbook for details.

How to Apply: Volunteer Application Process

- **Application Submission & Background Check**
    - Submit the volunteer application online at: SEISD.net
    - HR conducts a mandatory criminal background check
    - If the background meets GKG standards, HR will notify the applicant of approval to attend district orientation
- **District Orientation Completion**
    - Attend and complete the required SEISD volunteer orientation
    - Orientation dates are listed on the SEISD website
    - Must be approved by Human Resources before attending
- **Verification of Orientation Completion**
    - Campus parent liaison and district liaison will confirm attendance at district orientation
    - They will notify HR upon completion
- **HR Appointment**
    - Human Resources will contact the volunteer to finalize processing
    - Once complete, HR will inform campus and district liaisons
- **Campus Notification**
    - Campus and district parent liaisons will work with the campus administrator
    - A volunteer plan will be created based on current campus needs

While Volunteering

- Sign in/out at the front office using the “Volunteer” button.
- Wear your official SEISD volunteer badge at all times.
- Follow school rules and any necessary equipment/facility training.
- Notify the school if you can’t make your scheduled volunteer time.
- Silence your phone and use it only when appropriate.
- Schedule a parent-teacher conference for any personal concerns.

Important Reminders:

- Report suspected child abuse or neglect to school staff immediately (as required by law.
- Only staff may manage student behavior and discipline.
- Enjoy your time! Your presence supports and inspires our students.

Confidentiality

As a volunteer, you may observe or hear private information about students, staff, or classroom situations. This information must remain confidential to protect privacy and comply with FERPA and Texas state law.

Please remember:

- Do not discuss:
  - Student behavior
  - Academic progress
  - Personal or family situations
- Do not communicate with parents about any student-related matters
  - Refer all parent questions to the teacher or campus staff
- If a parent asks about their own child or another student:
  - Kindly direct them to the appropriate school personnel
- Maintaining confidentiality:
  - Builds trust
  - Keeps our schools safe, respectful, and supportive for everyone

SEISD Volunteer Guidelines (Policy GKG Local Summary)

Full policy available online at: SEISD Board Policy Manual

Purpose
The Volunteer Program supports campuses by providing additional help to teachers and students.
Qualifications
Volunteers must be 18 or older. Placement is based on campus needs and District guidelines.
Authority
Volunteers work under the supervision of the campus principal or a designated coordinator.
Application Requirements
All volunteers must:

- Submit a completed volunteer application
- Provide valid government-issued photo ID
- Consent to a criminal background check
- Be approved by HR before starting any volunteer work

Criminal History Check
A Criminal History Check is required for all volunteers, without exception, including:

- Parents, guardians, or grandparents
- One-time or supervised volunteers

Criminal History Checks are only valid for one school year and must be renewed annually. Volunteers who refuse the check will be denied participation.

Individualized Assessment
Every applicant's Criminal History, without exception, will undergo an individualized assessment consistent with standards and factors established under GKG (Local).

SAN ELIZARIO VOLUNTEER COMPLIANCE FORM

Volunteer Information

Full Name: _____

Telephone Number: _____

Volunteer Address: _____

Start Date: _____ End Date: _____

SEISD Campus/Department Assigned: _____

Volunteer Compliance Requirements

1. Background Check Clearance
   I will provide proof of a cleared criminal background check, as required under Texas Education Code §22.0835 or other applicable law, prior to my first day on campus.

2. Confidentiality and FERPA Compliance
   I will maintain strict confidentiality regarding all student records and educational information in accordance with the Family Educational Rights and Privacy Act (FERPA) and school district policy.

3. Professional Conduct
   I agree to conduct myself in a professional manner, including appropriate attire, communication, and behavior aligned with the SEISD Board Policy DH (Series) and the San Elizario ISD Employee Handbook.

4. Mandatory Reporting Obligations
   I understand my legal obligation to report suspected child abuse or neglect under Texas Family Code Chapter 261 and will follow district protocol in doing so.

5. Compliance with District Policies
   I agree to comply with all applicable District Board Policies, administrative regulations, campus rules, and any specific directives provided by campus or District personnel. I further agree to adhere to all requirements and standards of the District's volunteer program, including completion of required training, background checks, and submission of any necessary documentation.

6. Health and Safety Protocols
   I agree to follow all campus-specific safety procedures, including any public health requirements related to communicable diseases, emergency drills, and visitor sign-in/out procedures. . I acknowledge that I am not permitted to supervise students alone, administer discipline, or act outside the scope of responsibilities assigned to me by the District.

7. Orientation and Training
   I will attend any mandatory orientation or training sessions required by the School District prior to or during my placement.

8. Use of School District Resources
   I will use district resources (e.g., devices, software, materials) only for authorized internship activities and not for personal or unauthorized use.

9. Liability and Insurance
   I understand that I am participating as a volunteer and not as an employee of the San Elizario Independent School District. I acknowledge that I am responsible for maintaining my own health and liability insurance coverage, if applicable.

*Full policies available online at: *SEISD Board Policy Manual*

Acknowledgment and Signature

I hereby acknowledge that I have read and agree to comply with the above requirements as a condition of my volunteer placement with San Elizario Independent School District (SEISD). I further acknowledge that SEISD reserves the right to remove me from my position as a volunteer at any time and for any reason, with or without cause, and without regard to whether a violation has occurred. I further acknowledge that I am a volunteer and there is no expectation of compensation. I will comply with all reasonable directives of the school district personnel. I confirm that I have reviewed the San Elizario ISD Employee Handbook and Board Policy DH (Series) and will conduct myself in accordance with the standards and expectations contained therein.

I understand that I will not volunteer in my child's classroom.

Volunteer Signature: _____Date: _____

San Elizario ISD Representative: _____ Date: _____

SEISD Contact Information

Campus Contacts

Campus Name	Principal	Parent Liaison	Phone
Lorenzo G. Loya Primary School	Julissa Esquivel	Flor Sanchez	(915) 872-3940
Josefa L Sambrano Elementary School	Susana Frescas	Ashley Garcia	(915) 872-3950
Alfonso Borrego Sr Elementary School	Martha Santana-Garcia	Rebecca Jauregui	(915) 872-3910
Lorenzo G. Alarcon Elementary School	Monika Ruiz	Nancy Alvarez	(915) 872-3930
Ann M. Garcia-Enriquez Middle School	Alexander Corona	Janet Natividad	(915) 872-3960
San Elizario High School	Troy Enriquez	Jesusa Portillo	(915) 872-3970

District Contacts

- **District Parent Liaison:** Flor Sanchez-Reza
  (915) 872-3900

- **Human Resources Contact:** Elizabeth Gutierrez
  (915) 872-3900

Frequently Asked Questions (FAQs)

1. **How do I become a volunteer?**
   Follow the steps outlined in the application process.

2. **Can SEISD employees volunteer?**
   Yes. A badge is still required, and HR must be informed.

3. **Do I need to be a teacher?**
   No. You only need a desire to help and a commitment to follow school procedures.

4. **Why do I need a badge?**
   For identification, security, and accountability.

5. **Why must I sign in and out?**
   To track hours, for safety, and for emergency purposes.

6. **Can I volunteer without a regular schedule?**
   Yes. You can help with special events or do projects from home.

7. **Can I bring my preschool child?**
   No. Please ask your liaison about tasks you can complete from home.

8. **What if I have questions about my assignment?**
   Speak with your campus volunteer coordinator.

9. **What if I can't attend at my scheduled time?**
   Call the school office to notify them.

10. **Should I discipline students?**
    No. Always inform a teacher or staff member.

11. **Can I talk about what I see with others?**
    No. Keep everything confidential to protect student privacy.

12. **What if I see something that concerns me?**
    Tell a teacher or administrator. Do not contact parents directly.

13. **What if I have questions about my own child?**
    Schedule a parent-teacher conference separately.

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone: 915872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Jesus Martinez, Executive Director of Support Services
Subject: Consider and Possible Board Action Regarding Community Garden Agreement With the City of San Elizario
Date: August 13, 2025

HISTORY: The City of San Elizario has a community garden on land owned by the County of El Paso, adjacent to the Fernie Madrid Eagle Park (facing Socorro Road). The District and the City desire to enter into this Agreement to advance the community garden and further the related goals of encouraging urban agriculture and fostering community engagement and education. The district owns a metal shade canopy at FM Eagle Park that would serve as rain-harvesting infrastructure for a rain collection system.

RATIONALE: The rain harvesting infrastructure, which mainly consists of an existing roof and the installation of a roof gutter, downspout(s), rain collection tank, and water hose spigot(s), is to be used to maintain a community garden, encourage urban agriculture, and foster community engagement and education. The Rain Harvesting Infrastructure owned and installed by the District at the Community Garden would remain the property of the District.
Both parties would share maintenance responsibilities. The City of San Elizario will reimburse the District for the reasonable costs of installing the Rain Harvesting Infrastructure.

BUDGET: Costs not to exceed $7,000 dollars, which would be reimbursed to SEISD by the City of San Elizario after installation has been completed, as per Interlocal Agreement.

ADMINISTRATIVE RECOMMENDATION: The recommendation is for the Board of Trustees to approve the Interlocal Agreement. The Agreement has been reviewed by the District's legal.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN ELIZARIO
AND THE SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement ("Agreement"), related to the installation and maintenance of rain harvesting infrastructure for a community garden, is made and entered into by and between the City of San Elizario, Texas (the "City"), and the San Elizario Independent School District (the "District"). The City and the District may hereinafter be referred to individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, the City currently has a license agreement with the County of El Paso related to property owned by the County of El Paso that is to be used for the purpose of maintaining a community garden (further described herein), encouraging urban agriculture, and fostering community engagement and education;

WHEREAS, the District and the City desire to enter into this Agreement to serve the public purpose of advancing the community garden and furthering the related goals of encouraging urban agriculture, and fostering community engagement and education;

WHEREAS, the District and the City desire to enumerate their respective rights, duties, and obligations with respect to the installation and maintenance of rain harvesting infrastructure at the community garden in this Agreement; and

WHEREAS, the District and the City are authorized to enter into this Agreement pursuant to Texas Local Government Code, Chapter 791.

NOW THEREFORE, for and in consideration of the following agreements set forth herein, and other good and valuable consideration, the Parties agree as follows:

I. **Description of Community Garden.** This Agreement pertains to the land, improvements, and community garden located at 12500 Socorro Road, San Elizario, Texas 79849 (the "Community Garden").

II. **Term of Agreement.** This Agreement shall commence on the ____ day of _____, 2025 and expire after two (2) years, on the ____ day of _____, 2027. This Agreement may be renewed for three (3) additional one (1)-year terms by mutual written agreement, signed by both Parties.

III. **Duties of the District.** The District agrees as follows:

A. To install a metal canopy, gutters, and a rain tank (the "Rain Harvesting Infrastructure") at the Community Garden. The District shall obtain the City's prior

written consent to entry before it installs the Rain Harvesting Infrastructure at the Community Garden.

B. The Rain Harvesting Infrastructure owned and installed by the District at the Community Garden shall remain the property of the District.

C. To be responsible for the major repair, replacement, and maintenance of the Rain Harvesting Infrastructure for items that are not directly related to the normal wear associated with the City's use and possession of the Rain Harvesting Infrastructure ("**Non-Routine Maintenance**"), which shall include but not be limited to the repair, replacement, and maintenance of the metal canopy. The City shall notify the District in writing of any necessary repairs. Notices of repairs shall be sent to the address provided in this section. The District shall act timely and diligently to provide for such Non-Routine Maintenance upon notification by the City of any matters requiring such maintenance. The District shall notify the City of its entry for the purpose of repair, replacement, or maintenance of the Rain Harvesting Infrastructure at the Community Garden.

San Elizario ISD
Attn: Jesus Martinez, Executive Director – Support Services
j.martinez@seisd.net
PO Box 920
San Elizario, TX 79849

D. To ensure that its installation, maintenance, and repair of the Rain Harvesting Infrastructure is in compliance with all state, federal, and local laws, ordinances, codes, and regulations.

E. To not cause intentional damage to the Community Garden. In the event the Community Garden is damaged by the District, its agents, officers, or employees, the District agrees to inform the City of the damage as soon as reasonably possible and make all necessary repairs to restore the Community Garden to its original condition. Notwithstanding the foregoing, the City understands and acknowledges that normal wear and tear of the Community Garden may arise as part of the District's duties under this Agreement. Normal wear and tear of the Community Garden is expected and will not constitute damage under this section.

F. At the termination of this Agreement, to remove from the Community Garden the Rain Harvesting Infrastructure and any fixtures, equipment, appliances, or other personal property placed or owned by the District at the Community Garden, unless otherwise agreed to in writing signed by both parties.

G. To use reasonable efforts to identify and promote other opportunities for gardens, rain roofs, cover-cropping areas, and related projects in the community in collaboration with the City. Notwithstanding the foregoing, the District is in no way required to expend funds or monies in its reasonable effort to identify and promote other opportunities for gardens, rain roofs, cover-cropping areas, and related projects in the community.

IV. Duties of the City. The City agrees as follows:

A. To reimburse the District for the reasonable costs of installing the Rain Harvesting Infrastructure, subject to the limitations provided under this Agreement.

B. To use and operate the Rain Harvesting Infrastructure in a careful and proper manner, including but not limited to utilizing the captured water and regularly cleaning the Rain Harvesting Infrastructure.

C. To not cause intentional damage to the Rain Harvesting Infrastructure. In the event the Rain Harvesting Infrastructure is damaged by the City, its agents, officers, or employees, the City agrees to inform the District of the damage as soon as reasonably possible and make all necessary repairs to restore the Rain Harvesting Infrastructure to its original condition. Notwithstanding the foregoing, the District understands and acknowledges that normal wear and tear of the Rain Harvesting Infrastructure may arise as part of the City's duties under this Agreement. Normal wear and tear of the Rain Harvesting Infrastructure is expected and will not constitute damage under this section.

D. To conduct at least five (5) free educational events and/or workshops annually for students and the community related to urban agriculture, rain harvesting, gardening, sustainability, environmentalism, composting, and related topics. The date, time, location, topic, and other details of the educational events and workshops shall be decided by the City in its sole discretion. However, the District may make recommendations to the City, and the City shall in good-faith consider whether to incorporate those recommendations.

E. To be responsible for the routine or minor repair, replacement, and maintenance of the Rain Harvesting Infrastructure for items related to the City's use and possession of the Rain Harvesting Infrastructure and the normal wear associated with such use and possession necessary to keep the Rain Harvesting Infrastructure in good and clean condition ("**Routine Maintenance**"), which shall include but not be limited to cleaning rain gutter components, removing debris to ensure proper rain water flow, and changing out broken piping, spigot(s), and gutter(s).

F. To ensure that its maintenance, repair, use, and operation of the Rain Harvesting Infrastructure is in compliance with all state, federal, and local laws, ordinances, codes, and regulations.

G. To obtain all necessary permits and/or approvals from the County of El Paso prior to the implementation of this Agreement.

H. To use reasonable efforts to identify and promote other opportunities for gardens, rain roofs, cover-cropping areas, and related projects in the community in collaboration with the District. Notwithstanding the foregoing, the City is in no way required to expend funds or monies in its reasonable effort to identify and promote other opportunities for gardens, rain roofs, cover-cropping areas, and related projects in the community.

V. Designated Representative. Each Party shall designate a Designated Representative to serve as its point of contact, shall provide the contact information for the Designated Representative to the other Party, and shall coordinate with the other Party for the effective implementation of this Agreement.

VI. Payment.

A. The District shall maintain accurate written records and receipts pertaining to its costs of installing the Rain Harvesting Infrastructure. The District shall timely submit such written records detailing the itemized costs of installing the Rain Harvesting Infrastructure to the City upon the completion of the District's installation. The City shall reimburse the District its costs, not to exceed $7,000.00, within thirty (30) days of the City's receipt of written records detailing the District's costs.

B. Payments submitted to the District under this Agreement shall be made payable to:

San Elizario Independent School District
Attn.: Finance Director
P.O. Box 920
San Elizario, Texas 79849

VII. Termination. Either Party reserves the right to terminate this Agreement, with or without cause, upon providing thirty (30) days' written notice to the other Party.

VIII. Commitment of Current Revenues. The Parties acknowledge their intent to obtain and appropriate sufficient funds to pay their obligations under this Agreement. Notwithstanding the foregoing, this Agreement is conditioned upon the Parties' best efforts to obtain and appropriate sufficient funds for this Agreement, and should sufficient funds not be appropriated, each Party may terminate this Agreement by providing the other Party written notice not later than 30 days prior to the then current budget year.

IX. Entire Agreement. This Agreement sets forth all the promises, agreements, conditions, and understandings between the Parties related to the Community Garden. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Agreement will be binding on the Parties unless in writing and signed by them and made a part of this Agreement by direct reference. This Agreement supersedes and replaces all other prior interlocal agreements, contracts, or leases between the Parties concerning the Community Garden subject to this Agreement and any such prior agreements, contracts, or leases are hereby terminated.

X. Indemnification. To the extent authorized by the laws of the State of Texas, each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold the other Party (the "Indemnified Party") harmless from and against all damages, losses, liens, causes of action, suits, judgments, costs, expenses, and other claims of any nature, including reasonable attorneys' fees, incurred by the Indemnified Party as a result of any claims related to or arising out of the Indemnifying Party's performance of its duties hereunder. The indemnity contained in this provision shall include, but is not limited to, claims arising directly or indirectly from any actions or omissions of any employee or authorized representative of either Party.

XI. Contractual Relationship. The District and the City are contracting Parties under this Agreement. Nothing in this Agreement creates or shall be construed to create a partnership, joint venture, nor any principal-agent or employer-employee relationship between the Parties or any of their officers, employees, agents, or contractors.

XII. No Third-Party Beneficiaries. No provision of this Agreement, express or implied, confers upon any person other than the Parties to this Agreement, any rights, remedies, obligations, or liabilities hereunder. No third party will have a right to enforce or seek damages under this Agreement.

XIII. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in El Paso County, Texas.

XIV. Governmental Immunity. Nothing in this Agreement shall be construed to waive, modify, or amend any legal defense available to the District, the City, or any past or present trustee, officer, agent, or employee, of either Party including, but not limited to governmental immunity from suit as provided by law.

XV. Contract Supervision. The District and the City shall each monitor, review, and provide oversight and supervision of their respective contractual obligations as they are provided, and each agrees to notify the other as soon as reasonably practicable in the event the level or quality of any scheduling, operating, services or performance issue becomes unsatisfactory.

XVI. Notice. Any notice given hereunder by either Party to the other (except for the notice of repairs under Section III(C)) shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to the City shall be sufficient if made or addressed to the office of the Mayor. Notice to District shall be sufficient if made or addressed to the office of the Superintendent. Each Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

For District:	San Elizario Independent School District Attn.: Superintendent P.O. Box 920 San Elizario, Texas 79849
For City:	City of San Elizario Attn.: Mayor P.O. Box 1458 San Elizario, Texas 79849

XVII. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

XVIII. Gender, Number, And Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender. Words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

XIX. Execution In Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

XX. Amendment. This Agreement may only be amended in writing upon execution by both Parties.

XXI. Assignability. This Agreement shall be assignable only by a duly executed, written agreement of both Parties. The provisions of this Agreement may be enforced by the Parties hereto and their respective successors and assigns.

XXII. Waiver. The waiver by any Party of any breach of any term, covenant, or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

XXIII. Force Majeure. Neither Party hereto will be deemed in default of the Agreement be liable or responsible to the other Party for any loss or damage (including payment of fees), or for any delays or failure to perform, resulting from any condition beyond either Party's reasonable control, (including but not limited to) acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion, or hostilities (whether war is declared or not); terroristic threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes, or other labor disputes (whether or not relating to either Party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; failure of Internet service; any third-party service; any telecommunication breakdown or power outage; and or any other circumstances of like character. Should performance of any obligation created under the Agreement become illegal, impossible, impracticable, not reasonably possible, or if a Party is otherwise prevented or hindered from complying due to a force majeure incident as described in this Section or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice as soon as practicable following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.

EXECUTED and **ATTESTED** to by the Parties, hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified in the counterpart executed by such entity.

Signatures on following page.

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

By:_____
Secretary, Board of Trustees

Date:_____

CITY OF SAN ELIZARIO

ATTEST:

By:_____
Mayor

By:_____
City Clerk

Date:_____

APPROVED AS TO FORM:

By: _____
City Attorney

AMENDED - Regular Meeting

Wednesday, June 11, 2025 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 members were present:

Ms. Myrna Hernandez, Board Vice-President
Ms. Sandra Licon, Board Secretary
Mr. Lorenzo Luevano, Board Trustee
Mr. Axel Lopez, Board Trustee
Ms. Alexis Tellez, Board Trustee

The following Board members were Absent:

Mr. Eduardo Chavez, Board President
Ms. Monica Chavez, Board Trustee

Dr. Jeannie Meza - Chavez, Superintendent, was also in attendance

1.C. Establish Quorum

1.D. The Pledge of Allegiance

1.E. Texas Pledge of Allegiance

1.F. **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** (three-minute limit per speaker, unless otherwise noted)

3. **DISTRICT RECOGNITIONS**

3.A. Ann M. Garcia-Enriquez Middle School

3.A.1. 8th Grade Track and Field District Champions

Mr. Cesar Morales recognized 8th Grade Track and Field Student Athletes and Coaches for attaining the 2024-2025 8th

Grade Track and Field Conference Championship

3.A.2. Do the Write Thing Writing Program

Mr. Richard Salcido recognized the Do the Write Thing Program Student Finalists, Teacher Advisors, and Coordinators

3.A.2.a. Student Finalists

3.A.2.b. Advisors

3.A.2.c. Coordinators

3.B. Recognition of STEM Tank Event

3.B.1. District Coordinator - Ms. Deborah Cortez, Instructional Officer

Dr. Jeannie Meza-Chavez recognized Ms. Deborah Cortez for her energy and continued support in coordinating the district STEM Tank Event

3.B.2. Top Winners

Mr. Richard Salcido recognized the Teacher Advisor and Student Top Winners of the STEM Tank Event

3.C. Career and Technical Education Recognitions

3.C.1. Cosmetology Operator License

Ms. Sandra Sanchez, Ms. Karla Casas, and Mr. Troy Enriquez recognized the students who completed the Cosmetology Operator License

3.C.2. Business Management

3.C.2.a. Administrative Assistant Certification

Ms. Sandra Sanchez, Ms. Juanita Perez, and Mr. Troy Enriquez recognized students who completed the Administrative Assistant Certification

3.C.2.b. Microsoft Office

Ms. Sandra Sanchez, Ms. Juanita Perez, and Mr. Troy Enriquez recognized the students who completed the Microsoft Office Specialist Associate Course

3.D. Top 1% Statewide Scores in STAAR/EOC Tests - Secondary Students

Ms. Anna Alvarez, Mr. Richard Salcido, and

Mr. Troy Enriquez recognized the students who placed in the Top 1% Statewide Scores in STAAR/EOC Tests

3.E. Grounds Department

Mr. Lorenzo Luevano, Dr. Jeannie Meza-Chavez, Mr. Jesus Martinez, and Mr. Jose Gomez recognized the Grounds Department employees for their arduous support and work ethic in keeping San Elizario ISD beautiful.

3.F. Recognition of Curriculum & Instruction Team

Dr. Jeannie Meza-Chavez and Ms. Blanca Cruz recognized the Curriculum & Instruction Team for their distinguished efforts in the San Elizario ISD Campuses.

3.G. Recognition of Teacher and Employee of the Month for Alfonso Borrego, Sr. Elementary School

Ms. Lorena Robles recognized the Teacher and Employee of the Month for Alfonso Borrego, Sr. Elementary School

3.G.1. Teacher of the Month - Claudia Carrillo

3.G.2. Employee of the Month - Vianey Trejo

4. **NEW BUSINESS / BOARD ACTION ITEMS**

4.A. San Elizario Independent School District Board of Trustees Book Study - Start with Why by Simon Sinek

Mr. Lorenzo Luevano proposed a Book Study on "Start with Why" by Simon Sinek. The item will be brought back at the next Board meeting due to two trustees being absent.

4.B. Student Outcome Goals

4.B.1. Alfonso Borrego, Sr. Elementary School - Monitoring Student Progress

Ms. Martha Santana presented the Alfonso Borrego, Sr. Elementary School - Monitoring Student Progress

Ms. Myrna Hernandez asked who supports the Special Education teachers? Is it the campus Instructional Specialists or the Special Education Department?

Ms. Martha Santana stated that both the Instructional Specialists and the Special Education Department provide support for Special Education Teachers.

Ms. Martha Santana stated they are looking for training for co-teaching for both General and Special Education Teachers.

Ms. Alexis Tellez asked how many Special Education Teachers the Borrego Campus has.

Ms. Martha Santana provided the information.

4.C. Annual Review of the Board Operating Procedures

Mr. Lorenzo Luevano stated he would like the attendance procedures in the Board Operating Procedures to be reviewed.

4.D. Budget Workshop # 2 for School Year 2025-2026

Ms. Elizabeth Perez and Ms. Gina Ramirez presented the Budget Workshop # 2 for School Year 2025-2026 presentation.

Board Members provided feedback regarding the Budget Workshop # 2 presentation on funds disbursement so the budget for School Year 2025-2026 can be approved on June 18, 2024.

4.D.1. Handout - 1

5. **CONSENT AGENDA** - Consider and possible Board action on

Ms. Myrna Hernandez asked to table Item 5.F.

Motion to approve Consent Agenda as presented with Item 5.F. being tabled. This motion, made by Sandra Licon and seconded by Axel Lopez, Passed.

Eduardo Chavez:	Absent
Monica Chavez:	Absent
Myrna Hernandez:	Yea
Sandra Licon:	Yea
Axel Lopez:	Yea
Lorenzo Luevano:	Yea
Alexis Tellez:	Yea

Yea: 5, Nay: 0, Absent: 2

5.A. Financial Reports

5.A.1. Tax Report

5.A.2. Financial Statements

5.A.3. Investment Report

5.A.4. Purchases exceeding $25,000

5.A.4.a. Imagine Learning - $25,600.00

5.A.4.b. City of San Elizario - $70,500.00

5.A.4.c. Labatt Food Service - Non-Food - $75,000.00

5.A.4.d. Segovia's Distributing - $55,000.00

5.A.4.e. Contracted Occupational Therapist - Sarah Aguilar Perez - $49,500.00

5.A.4.f. LEAF Capital Funding LLC - $92,000.00

5.A.4.g. Labatt Food Service - $1,400,000.00

5.A.4.h. Gibson Ruddock Patterson, LLC. - $73,500.00

5.A.4.i. GH Dairy - $145,000.00

5.A.4.j. Frontline Technologies Group, LLC - $98,267.10

5.A.4.k. El Paso Central Appraisal District - $52,000.00

5.A.4.l. Education Service Center, Region XIX - $25,980.00

5.A.4.m. County of El Paso - $427,613.00

5.A.4.n. Tyler Technologies, Inc. - $42,824.41

5.A.4.o. Heist Disposal Service, Inc. - $44,000.00

5.A.4.p. Flyers Energy, LLC. - $27,000.00

5.A.4.q. Flyers Energy, LLC - $132,600.00

5.A.4.r. Far West Services Inc. - $110,000.00

5.A.4.s. Trejo Commercial Refrigeration - $65,000.00

5.A.5. Budget Amendment

5.B. Consider and possible Board action to approve the Request for Proposal for Depository Services (RFP# 25-1166)

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 authorize the District to participate in purchasing cooperatives for the 2025-2026 school year

5.E. Consider and possible Board action to approve final payment to City Fence & Pipe Co., for installation of secured perimeter fencing with emergency egress gates at Ann M. Garcia-Enriquez Middle School - PO# 51855

5.F. Consider and possible Board action to approve the Specialist - Nutrition Services Support Pay Scale Revision

5.G. Consider and possible Board action to approve the Social Work Maryville University Agreement

5.H. Consider and possible Board action to approve Student Outcome Goals and Goal Progress Measures for the 2025-2026 school year.

5.I. Consider and possible Board action to approve the 2025-2026 Board Monitoring Calendar

5.J. Consider and possible Board action to approve the Effective Advising Grant (EAF) - Counseling Coach position and stipend

5.K. Consider and possible Board action to approve the implementation of the Engineering Program of Study: Drone

5.L. Consider and possible Board action to approve the UTEP Play Therapy Training

5.M. Consider and possible Board action to approve the implementation of the Special Education CTE Innovative Student to Industry Connection course (N1270154)

5.N. Consider and possible Board action to approve the 2025-2026 Migrant Program Interlocal Agreement with the Education Service Center, Region 19

5.O. Consider and possible Board action to approve contract between the San Elizario Independent School District and Communities in Schools of El Paso, Inc.

5.P. Consider and possible Board action to approve the Boys and Girls Clubs of El Paso Memorandum of Agreement

5.Q. Consider and possible Board action to approve the Bluebonnet Math Curriculum Adoption Transition Plan

5.R. Consider and possible Board action to approve the Bluebonnet Spanish Math Pilot Curriculum

5.S. Consider and possible Board action to approve interlocal agreement of School Resource Officer with the City of San Elizario, Texas, commencing on July 1, 2025, and ending on June 30, 2026

5.T. Consider and possible Board action to approve Policy Update 125

5.T.1. (LEGAL) Policies - Review Only

5.T.2. (LOCAL) Policies - adopt, revise, or repeal
BDAA(LOCAL): OFFICERS AND OFFICIALS - DUTIES AND REQUIREMENTS OF BOARD OFFICERS
BDB(LOCAL): BOARD INTERNAL ORGANIZATION - BOARD COMMITTEES
BDF(LOCAL): BOARD INTERNAL ORGANIZATION - ADVISORY COMMITTEES
EI(LOCAL): ACADEMIC ACHIEVEMENT
FDE(LOCAL): ADMISSIONS - SCHOOL SAFETY TRANSFERS
FEC(LOCAL): ATTENDANCE - ATTENDANCE FOR CREDIT

5.U. Consider approval of minutes for the following:

5.U.1. May 14, 2025 - Regular Board Meeting

5.U.2. May 21, 2025 - Budget and Instructional Workshop

5.U.3. June 4, 2025 - Special Board Meeting

5.V. 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.V.1. Technology Department

6. **PRESENTATIONS / REPORTS / INFORMATION**

6.A. Presentations

6.B. Reports

6.B.1. Goal Progress Monitoring

6.B.1.a. GPM 3.1 - Meeting CCMR Criteria

6.B.2. End-of-Year pulse check on academic growth

6.C. Information

6.C.1. San Elizario ISD Balanced Scorecard Key Strategic Plan 2025 - 2029

6.C.2. 2025 - 2026 Board Meeting Dates

6.C.3. San Elizario Early College High School Designation

6.C.4. Board Training

6.C.4.a. Far West Texas School Boards Association Meetings

- Saturday, July 12, 2025 - TBD

6.C.4.b. TASA | TASB Convention txEDCON25 - September 11 to 14, 2025 | Houston, TX

6.C.4.c. 2025 MASBA Conference – October 2 to 3, 2025 | San Antonio, TX

6.C.4.d. NSBA 2026 – April 10 to 12, 2026 | San Antonio, TX

6.C.5. Meal Service Update

6.C.6. Enrollment Update

Dr. Jeannie Meza-Chavez presented the enrollment update.

7. **EXECUTIVE SESSION**

The Board entered a closed meeting at **7:45 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, including consultation with Legal Counsel, regarding approval of resignation agreement with Teacher/Coach

7.B. Consultation with Legal Counsel regarding School Volunteers

7.C. Discussion regarding the reassignment of personnel

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 **8:57 p.m.** to take possible action on the matters discussed in Executive Session.

8.A. Possible Board action on matters discussed in Closed Session

8.B. Discussion and possible Board action to approve resignation agreement of Teacher/Coach and rescind prior Board action to propose nonrenewal of Teacher/Coach

Motion to approve resignation agreement of Teacher/Coach and rescind prior Board action to propose nonrenewal of Teacher/Coach. This motion, made by Lorenzo Luevano and seconded by Alexis Tellez, Passed.

Eduardo Chavez: Absent

Monica Chavez:	Absent
Myrna Hernandez:	Yea
Sandra Licon:	Yea
Axel Lopez:	Yea
Lorenzo Luevano:	Yea
Alexis Tellez:	Yea

Yea: 5, Nay: 0, Absent: 2

9. **NEXT MEETING DATE:**
   Wednesday, June 18, 2025 at 5:30 p.m.- Budget Adoption
   July 2025 - No Board Meeting
   Wednesday, August 13, 2025 at 5:30 p.m. - Regular Board Meeting
10. **ADJOURNMENT**

    Motion to adjourn the meeting at **8:59 p.m.**

    Motion made by Sandra Licon and seconded by Axel Lopez, Passed.

Eduardo Chavez:	Absent
Monica Chavez:	Absent
Myrna Hernandez:	Yea
Sandra Licon:	Yea
Axel Lopez:	Yea
Lorenzo Luevano:	Yea
Alexis Tellez:	Yea

Yea: 5, Nay: 0, Absent: 2

_____
Board President

_____
Board Secretary

Special Meeting - Budget Adoption

Wednesday, June 18, 2025 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
Ms. Monica Chavez, Board Trustee
Mr. Lorenzo Luevano, Board Trustee
Mr. Axel Lopez, Board Trustee
Ms. Alexis Tellez, Board Trustee

Dr. Jeannie Meza-Chavez, Superintendent, was also in attendance

1.C. Establish Quorum

1.D. The Pledge of Allegiance

1.E. Texas Pledge of Allegiance

1.F. **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** (three-minute limit per speaker, unless otherwise noted)

3. **DISTRICT RECOGNITIONS**

4. **NEW BUSINESS / BOARD ACTION ITEMS**

4.A. Discussion and possible Board action on approval of Salaries and Stipends for Teachers and Employees for the 2025-2026 School Year

Ms. Gina Ramirez presented the Salaries and Stipends for Teachers and Employees for the 2025-2026 School Year.

Mr. Lorenzo Luevano stated he would like to see if there is a possibility to give out stipends instead of raises to district employees with House Bill 2.

Ms. Gina Ramirez and Dr. Jeannie Meza-Chavez stated that it will be proposed once more guidance is provided.

Motion to approve Salaries and Stipends for Teachers and Employees for the 2025-2026 School Year. This motion made by Myrna Hernandez and seconded by Monica Chavez, Passed.

Eduardo Chavez:	Yea
Monica Chavez:	Yea
Myrna Hernandez:	Yea
Sandra Licon:	Yea
Axel Lopez:	Yea
Lorenzo Luevano:	Yea
Alexis Tellez:	Yea

Yea: 7, Nay: 0

4.B. Discussion of changes and/or impact to local, state, and federal funding in accordance with the School FIRST Rating Indicator #20

Ms. Elizabeth Perez included this item within Item 4.C. presentation.

4.C. Discussion on Proposed Budget and Proposed Tax Rate for the 2025-2026 School Year

Ms. Elizabeth Perez presented the Proposed Budget and Proposed Tax Rate for the 2025-2026 School Year.

Mr. Eduardo Chavez stated the district might need to come up with a plan to increase the tax rate and possible building consolidation.

Mr. Eduardo Chavez asked when will House Bill 2 be implemented.

Dr. Jeannie Meza-Chavez stated administration is waiting on further guidance to comply with House Bill 2 fund disbursement.

4.C.1. Handout #1

4.D. Public Hearing on Proposed Budget and Proposed Tax Rate for the 2025-2026 School Year.

Ms. Elizabeth Perez opened the floor for Public Comment.

No Public Comment.

4.E. Discussion and possible Board action on adoption of Accelerated Instruction Budget for the 2025-2026 School Year

Ms. Elizabeth Perez presented the Accelerated Instruction Budget for the 2025-2026 School Year.

Motion to approve adoption of Accelerated Instruction Budget for the 2025-2026 School Year. This motion, made by Sandra Licon and seconded by Lorenzo Luevano, Passed.

Eduardo Chavez:	Yea
Monica Chavez:	Yea
Myrna Hernandez:	Yea
Sandra Licon:	Yea
Axel Lopez:	Yea
Lorenzo Luevano:	Yea
Alexis Tellez:	Yea

Yea: 7, Nay: 0

4.F. Discussion and possible Board action on the adoption of the Official Budget for the 2025-2026 School Year

Motion to approve adoption of the Official Budget for the 2025-2026 School Year. This motion, made by Myrna Hernandez and seconded by Axel Lopez, Passed.

Eduardo Chavez:	Yea
Monica Chavez:	Yea
Myrna Hernandez:	Yea
Sandra Licon:	Yea
Axel Lopez:	Yea
Lorenzo Luevano:	Yea
Alexis Tellez:	Yea

Yea: 7, Nay: 0

4.G. Discussion and possible Board action regarding SB 401

Mr. Cesar Morales presented the

administrative recommendations for SB 401.

Mr. Eduardo Chavez stated district should encourage students attend school and sports is one of the options the district has to encourage enrollment.

Motion to adopt revised policies FD(LOCAL) and FM(LOCAL) to opt out of SB401. This motion, made by Sandra Licon and seconded by Lorenzo Luevano, Passed.

Eduardo Chavez:	Yea
Monica Chavez:	Yea
Myrna Hernandez:	Yea
Sandra Licon:	Yea
Axel Lopez:	Yea
Lorenzo Luevano:	Yea
Alexis Tellez:	Yea

Yea: 7, Nay: 0

4.H. Discussion and possible Board action on Board of Trustees Book Study - Start with Why by Simon Sinek

Mr. Lorenzo Luevano provided information on the Book Study - Start with Why by Simon Sinek

Motion to approve Board of Trustees to engage in Book Study - Start with Why by Simon Sinek in a voluntary basis. This motion, made by Sandra Licon and seconded by Myrna Hernandez, Passed.

Eduardo Chavez:	Yea
Monica Chavez:	Yea
Myrna Hernandez:	Yea
Sandra Licon:	Yea
Axel Lopez:	Yea
Lorenzo Luevano:	Yea
Alexis Tellez:	Yea

Yea: 7, Nay: 0

4.I. Discussion on Annual Review of the Board Operating Procedures

Dr. Jeannie Meza-Chavez provided information on the current Board Operating Procedures.

No Action

5. **CONSENT AGENDA** - Consider and possible Board action on

Mr. Eduardo Chavez asked for Item 5B to be presented.

Motion to approve the consent agenda, with the exception of item 5B. This motion, made by Myrna Hernandez and seconded by Axel Lopez, Passed.

Eduardo Chavez:	Yea
Monica Chavez:	Yea
Myrna Hernandez:	Yea
Sandra Licon:	Yea
Axel Lopez:	Yea
Lorenzo Luevano:	Yea
Alexis Tellez:	Yea

Yea: 7, Nay: 0

5.A. Consider and possible Board action to approve the Employee Appreciation Resolution for the purchase of employee retention items and activities for the 2025-2026 School Year

5.B. Consider and possible Board action to approve Request for Competitive Sealed Proposals for Voluntary Fully Insured, Vision and Disability Benefits (RFCSP# 25-1167)

Ms. Elizabeth Perez presented the Proposals for Voluntary Fully Insured, Vision and Disability Benefits.

Motion to approve the administrative recommendation to award the Request for Competitive Sealed Proposals for Voluntary Fully Insured, Vision and Disability Benefits (RFCSP# 25-1167) to the following: Versant Health (Superior Vision) for voluntary vision insurance and The Standard for voluntary disability insurance. This motion, made Sandra Licon and seconded by Myrna Hernandez, Passed.

Eduardo Chavez:	Yea
Monica Chavez:	Yea
Myrna Hernandez:	Yea
Sandra Licon:	Yea
Axel Lopez:	Yea
Lorenzo Luevano:	Yea
Alexis Tellez:	Yea

Yea: 7, Nay: 0

5.C. Consider and possible Board action to approve the Specialist - Nutrition Services Support Pay Scale Revision

6. **PRESENTATION / REPORTS / INFORMATION**

6.A. Presentations

6.B. Reports

6.C. Information

6.C.1. Public notice of federal grant application for fiscal year 2026

6.C.2. Federally funded positions for the 2025-2026 School Year

6.C.3. Board Training

6.C.3.a. Far West Texas School Boards Association Meetings

- Saturday, July 12, 2025 - TBD

6.C.3.b. TASA | TASB Convention txEDCON25 - September 11 to 14, 2025 | Houston, TX

6.C.3.c. 2025 MASBA Conference - October 2 to 3, 2025 | San Antonio, TX

6.C.3.d. NSBA 2026 – April 10 to 12, 2026 | San Antonio, TX

7. **EXECUTIVE SESSION**

The Board entered a closed meeting at **6:32 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. Pursuant to Texas Government Code section 551.071 consultation with attorney regarding legal issues pertaining to possible claims and litigation involving student social media usage against social media companies and consideration of contingency fee legal service agreement with JCA Law, PLLC and Guerra LLP.

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 **8:00 p.m.** to take possible action on the matters discussed in Executive Session.

8.A. Possible Board action on matters discussed in Closed Session

8.B. Presentation, discussion and possible action regarding adoption of a Resolution approving a contingency fee legal services agreement with JCA Law, PLLC and Guerra LLP and finding the need for submission of the contingency fee legal services agreement to the Texas Attorney General for approval, and request for expedited review and consideration.

No action.

8.C. Discussion and possible action regarding adoption and approval of a contingency fee legal services agreement with JCA Law, PLLC and Guerra LLP and authorizing the Board President to execute such agreement, for the purpose of pursuing litigation and causes of action and the potential recovery of damages against social media companies resulting from student social media usage.

No action.

9. **NEXT MEETING DATE:**
No Board Meeting for July 2025
Wednesday, August 13, 2025, at 5:30 p.m. - Regular Board Meeting

10. **ADJOURNMENT**

Motion to adjourn the meeting at **8:02 p.m.**
Motion made by Myrna Hernandez and seconded by Monica Chavez, Passed.

Eduardo Chavez:	Yea
Monica Chavez:	Yea
Myrna Hernandez:	Yea
Sandra Licon:	Yea
Axel Lopez:	Yea
Lorenzo Luevano:	Yea
Alexis Tellez:	Yea

Yea: 7, Nay: 0

_____
Board President

_____
Board Secretary

Special Meeting

Monday, July 14, 2025 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

Eduardo Chavez:	Present
Monica Chavez:	Present
Myrna Hernandez:	Present
Sandra Licon:	Present
Axel Lopez:	Present
Lorenzo Luevano:	Present
Alexis Tellez:	Present

   Dr. Jeannie Meza-Chavez, Superintendent was also in attendance

   1.C. Establish Quorum

   1.D. The Pledge of Allegiance

   1.E. Texas Pledge of Allegiance

   1.F. **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** (three-minute limit per speaker, unless otherwise noted)

3. **EXECUTIVE SESSION**
   The Board entered into a closed meeting at **5:33 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:

   3.A. Discussion regarding the Administration's recommendation for the Assistant Principal position at Ann M. Garcia-Enriquez Middle School

4. **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 **6:01 p.m.** to take possible action on the matters discussed in Executive Session.

4.A. Possible Board action on matters discussed in Closed Session

4.B. Discussion and possible Board action to approve the Administration's recommendation for the Assistant Principal position at Ann M. Garcia-Enriquez Middle School

Motion to approve Fabiola Carranco as the Administration's recommendation for the Assistant Principal position at Ann M. Garcia-Enriquez Middle School. Motion made by Monica Chavez and seconded by Myrna Hernandez, Passed.

Eduardo Chavez:	Yea
Monica Chavez:	Yea
Myrna Hernandez:	Yea
Sandra Licon:	Yea
Axel Lopez:	Yea
Lorenzo Luevano:	Yea
Alexis Tellez:	Yea

Yea: 7, Nay: 0

5. **NEXT MEETING DATE:**
Wednesday, August 13, 2025, at 5:30 p.m. - Regular Board Meeting

6. **ADJOURNMENT**

Motion adjourn meeting at **6:03 p.m.** Motion made by Myrna Hernandez and seconded by Axel Lopez, Passed.

Eduardo Chavez:	Yea
Monica Chavez:	Yea
Myrna Hernandez:	Yea
Sandra Licon:	Yea
Axel Lopez:	Yea
Lorenzo Luevano:	Yea
Alexis Tellez:	Yea

Yea: 7, Nay: 0

_____
Board President

_____
Board Secretary

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone: 915872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Jesus Martinez, Executive Director-Support Services
Subject: May 2025, Non-Technology Fixed Asset Discards
Date: August 13, 2025

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.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

Warehouse Department

Fixed Asset Discard List

☒ Other: CNS

☐ Excell ☐ Loya

Campus (Please Check Appropriate Campus)

☐ SE High School ☐ Middle School ☐ Alarcon ☐ Borrego ☐ Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	H113	Yellow plastic plate	N/A	12	
2	H113	Yellow plastic plate small	N/A	24	
3	H113	Orange plastic plate small	N/A	12	
4	H113	Glass top cover	N/A	1	
5	H113	Gray bowl	N/A	10	
6	H113	Gray plate	N/A	10	
7	H113	White plate w/ gold rim	N/A	8	
8	H113	white platew/gold dots	N/A	8	
9	H113	small square plate	N/A	1	
10	H113	small round plate waves	N/A	1	
11	H113	small white round 71/2	N/A	8	
12	H113	Light green plate	N/A	10	
13	H113	Light blue plate	N/A	10	
14	H113	Light red plate	N/A	12	
15	H113	Teal plate	N/A	10	
16	H113	wide white plate	N/A	12	
17	H113	white med. 9 1/2	N/A	9	
18	H113	white plates	N/A	3	
19	H113	brown dots rim	N/A	12	
20	H113	teal brown rim	N/A	12	
21	H113	Marron	N/A	10	
22	H113	masson jar cups	N/A	4	
23	H113	teal bowls	N/A	10	
24	H113	white bowlw/ blue rim	N/A	13	
25	H113	white plate blue/gold rim	N/A	4	
26	H113	coffee cup	N/A	2	
27	H113	orangeplastic bowls	N/A	10	
28	H113	small glass container clear	N/A	3	
29	H113	small glass container yellow	N/A	2	
30	H113	tubes (cake decorations)	N/A	7 pcs	

Date: 7/09/2025

Authorized Campus Signature

Page 1 of 2

Warehouse Department

Fixed Asset Discard List

☒ Other: CNS

☐ Excell ☐ Loya

Campus (Please Check Appropriate Campus)

☐ SE High School ☐ Middle School ☐ Alarcon ☐ Borrego ☐ Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	H113	Black plates	N/A	8	
2	H113	orange plates	N/A	8	
3	H113	yellow plates	N/A	8	
4	H113	royal blue	N/A	8	
5	H113	masson jar small loose	N/A	3	
6	H113	masson jar small	N/A	10	
7					
8	H113	white tablecloth	N/A	2	
9	H113	yellow tablecloth	N/A	1	
10	H113	purple tablecloth	N/A	1	
11	H113	brown tablecloth	N/A	1	
12					
13					
14					
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30					

Date: 7/09/2025

Authorized Campus Signature

Page 2 of 2

Warehouse Department

Fixed Asset Discard List

☐ Other: _____

☐ Excell ☐ Loya

Campus (Please Check Appropriate Campus)

☐ SE High School ☐ Middle School ☐ Alarcon ☐ Borrego ☒ Sambrano

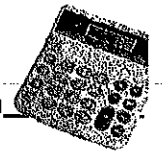
	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	E126	Utility Cart	None	2	Unrepairable
2	E126	Blue Step Ladder	None	1	Unsafe/Unrepairable
3					
4					
5					
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Date: 7/8/25

Authorized Campus Signature _____

Page 1 of 1

Fixed Asset Discard List



[X] Other: Transportation

[ ] Excell [ ] Loya

Campus (Please Check Appropriate Campus)

[ ] SE High School [ ] Middle School [ ] Alarcon [ ] Borrego [ ] Sambrano

	Room#	Description	Tag Number/Serial	Qty	Comments/Reasons
1	M-9	1998 Chevrolet mini van	0000236200/	1	Not in use. Not cost effective to
2			1GCDM19W2B186849		repair.
3					
4	T-1	1994 Ford van	0000502700/	1	Not in use. Not cost effective to
5			1FBJS31G9RHB01097		repair.
6					
7	B-23	1998 school bus	0000504600/	1	Not in use. Not cost effective to
8		Ford	1FDXJ75C7PVA36963		repair.
9					
10	B-26	1996 school bus	0000501900/	1	Not in use. Not cost effective to
11		International	1HVBBABN9TH354617		repair.
12					
13					
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29					
30					

Date: 8/13/2025

Authorized Campus 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: Horacio Hernandez, Executive Director of Technology
Subject: July 2025 Technology Fixed Asset Discard
Date: August 13, 2025

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:
There is no budget impact.

ADMINISTRATIVE RECOMMENDATION:
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.

For Approval? ☒ Yes ☐ No
If no, please check one: ☐ Presentation ☐ Report ☐ Information
Please check if applicable: ☒ Attachment Included

San Elizario High School

B

SAN BERNARDINO
INDEPENDENT PUBLIC SCHOOL DISTRICT



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	605	DELL Laptop	3L00000 in639	1	Warranty Ended
2	605	DELL Laptop	3L000005013	1	Warranty Ended
3	605	DELL Laptop	3L0000059 20	1	Warranty Ended
4	605	DELL Laptop	3L0000002932	1	Warranty Ended
5	605	Surface 3PM	11L0303 0017	1	No longer functioning
6	605	DELL Laptop	3L000003000	1	Warranty Ended
7	605	DELL Laptop	3L00000 2927	1	Warranty Ended
8	605	DELL Laptop	3L00000 2057	1	Warranty Ended
9	605	DELL Laptop	3L00000 2898	1	Warranty Ended
10	605	DELL Laptop	3L000000 2089	1	Warranty Ended
11	605	DELL Laptop	3L00000 2064	1	Warranty Ended
12	605	DELL Laptop	3L000003001(	1	Warranty Ended
13	605	DELL Laptop	3L000006 1074	1	Warranty Ended
14	605	DELL Laptop	3L000003198	1	No longer functioning
15	605	DELL Laptop	2L00000 2161	1	No longer functioning
16	605	DELL Laptop	3L000002936	1	No longer functioning
17	605	DELL Laptop	3L00000 2995	1	No longer functioning
18	605	DELL Laptop	2L000002160	1	No longer functioning
19	605	DELL Laptop	3L000002060	1	No longer functioning
20	605	DELL Laptop	3L000000 2929	1	Warranty Ended
21	605	DELL Laptop	3L00000 2975	1	Warranty Ended
22	605	DELL Laptop	3L00000 2007	1	Warranty Ended
23	605	DELL Laptop	3L000 02923	1	Warranty Ended
24	605	Charging Tower	3L000008054	1	No longer functioning
25	605	Charging Tower JJ	3L000008057	1	No longer functioning
26					
27					
28					
29					
30					

Date: June 20, 2025

Authorized Campus Signature Valerie Chang

Page 1 of 1

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: Edgar Ponce; Curriculum & Instruction
Subject: STAAR Data Review/ Student Growth
Date: August 13, 2025

HISTORY:

In SEISD, STAAR testing was conducted in grades 3-12 in April-May 2025. 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

Another part of accountability is analyzing student growth. This information compares students previous scores to the current school years scores. This is only looked at for the math and RLA exams.

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.

During the presentation you will see how each grade level performed in Spring 2025 STAAR compared to the region based on preliminary data shared by the state. The information is separated by content and language of exam for your review.

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Another part of the presentation is looking at campus student growth based on the Math and RLA exam. This data point looks at how a student did the previous year 2024 and compare it to 2025. Based on performance it identifies if the student has improved or not.

Based on this data and other factors there have been additional adjustments made for this school year by the curriculum and instruction team, attached you will find some examples as a reference.

BUDGET IMPACT:

There is no budgetary impact.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board review the STAAR / EOC scores as presented.

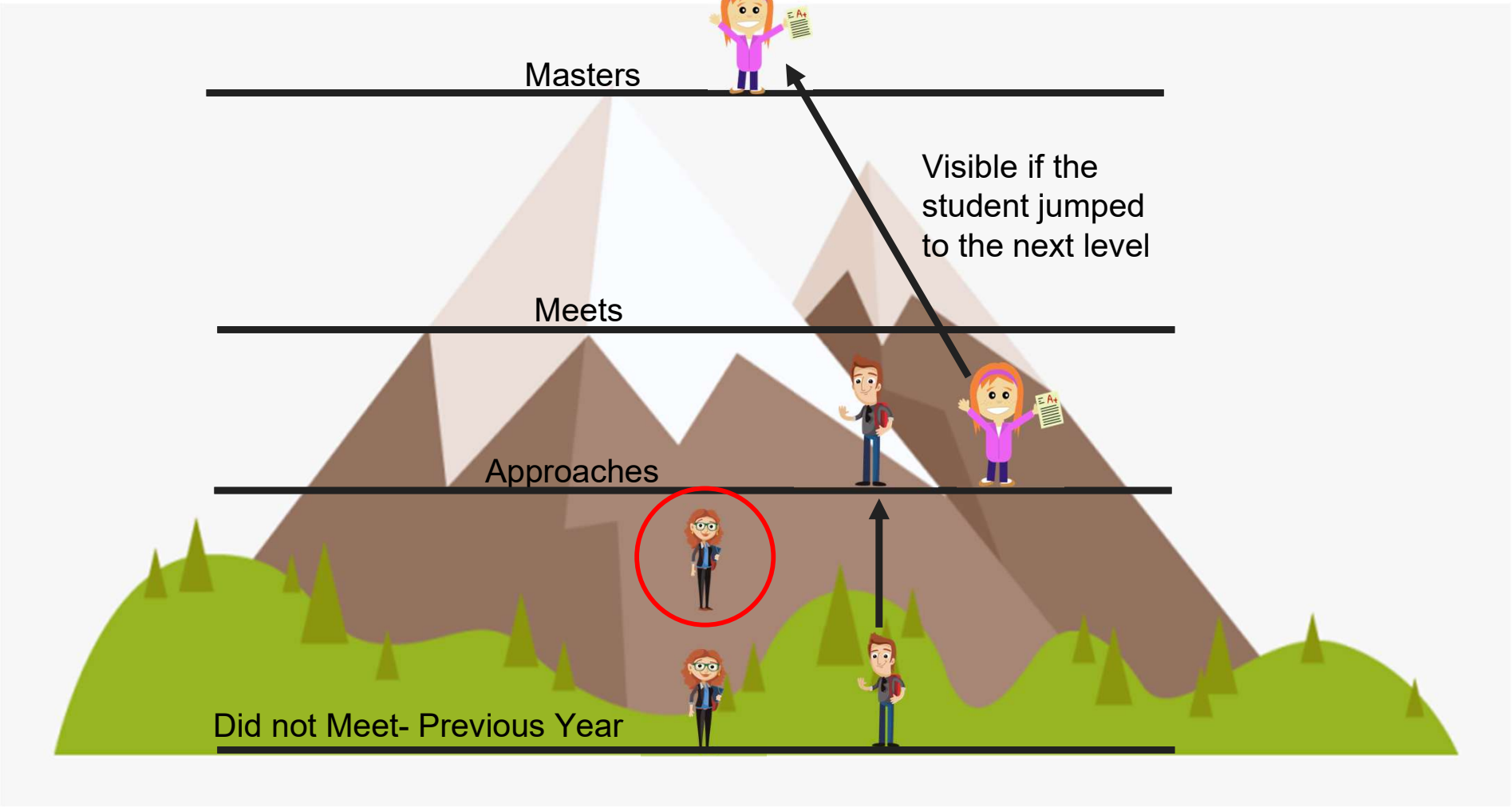
For Approval? ☐ Yes ☒ No
If no, please check one: ☒ Presentation ☒ Report ☐ Information
Please check if applicable: ☒ Attachment Included


MAVERICK
Data Review 2024-2025
San Elizario I.S.D.
SOARING TO EXCELLENCE
Curriculum & Instruction

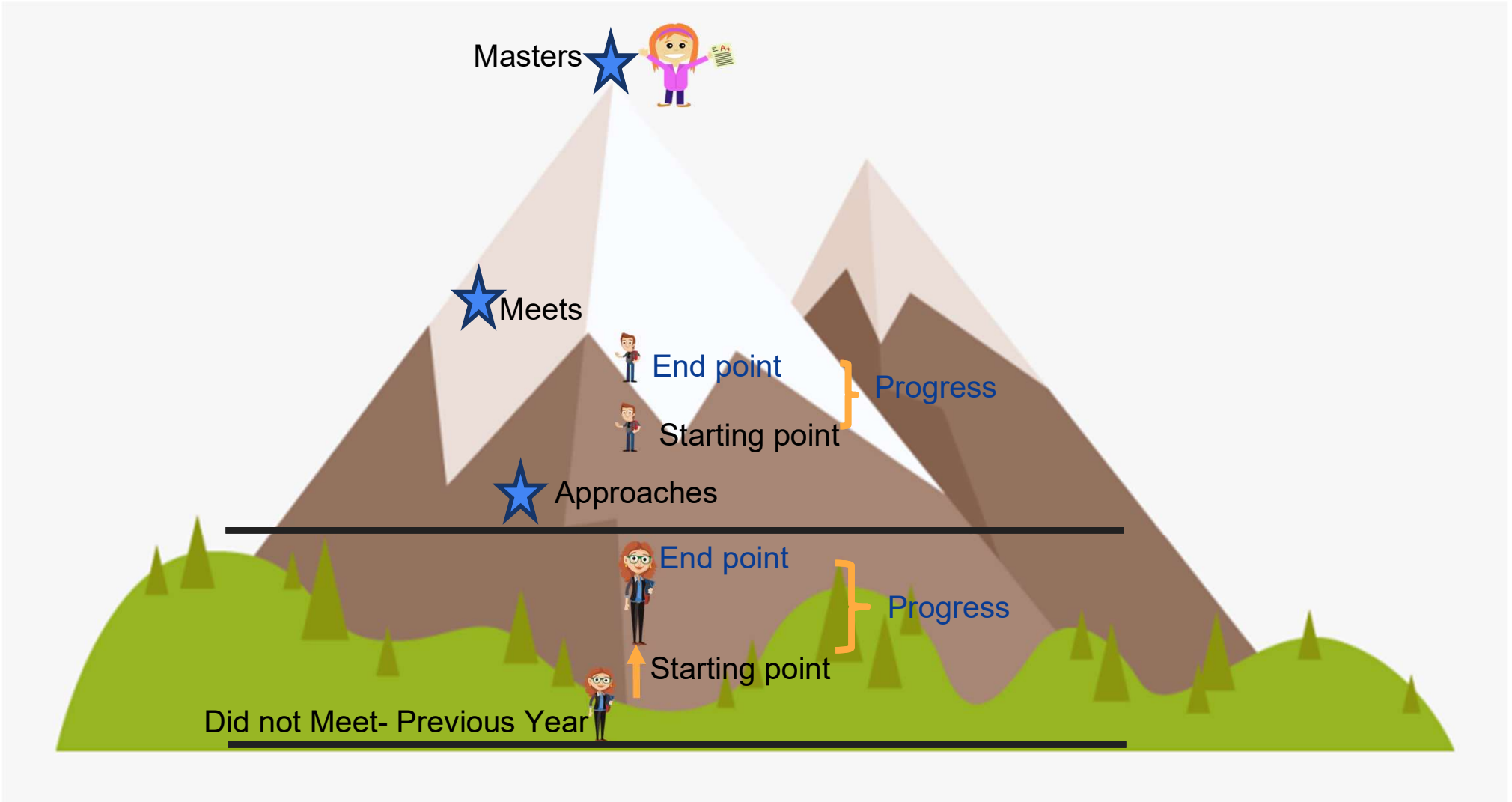
Domains I and II of Accountability

- Domain 1: Student Achievement looks at how well students performed—essentially the raw score or performance level (Did they reach Meets or Masters?).
- Domain 2: Student Progress evaluates how much students improved compared to the prior year, even if they didn’t move to a higher performance level.

The Mountain Analogy – Domain I



The Mountain Analogy – Domain I



Accountability Notes



Calculating TEA Accountability Ratings - Campus

The TEA Accountability Rating System gives each campus an A-F Rating. This takes into account three domains, and by design, allows ratings to be computed using the highest subscores.

Domain 1: Student Achievement

All Students: Have students gained the knowledge and skills expected for their grade level?

HS Only: Are they college, career, military ready? Are they graduating?

Domain 2: School Progress

2A
How much have students grown since last year?

2B
How does this school's student achievement compare to schools with similar demographics?

Domain 3: Closing the Gaps

Is the school meeting the academic needs of all student populations?

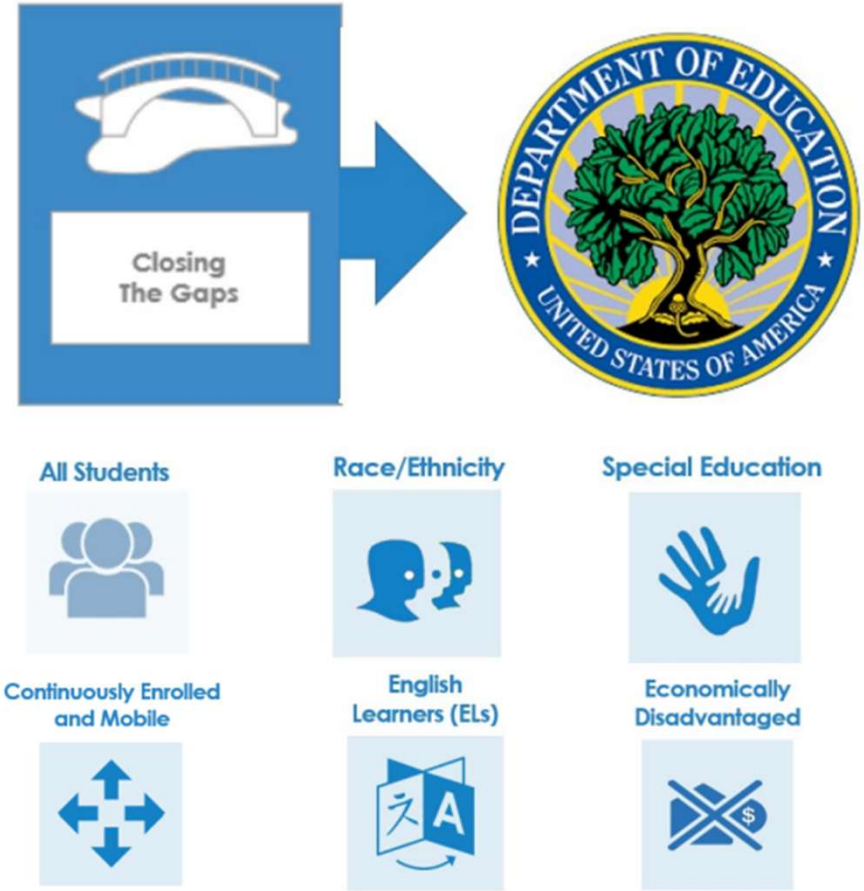
Better of two scores

Better of two scores, weighted at 70%

Weighted at 30%

Accountability Notes





Accountability Notes



Domain 1: Student Achievement

Measures how much students know and are able to do by the end of the school year.

Evaluates performance across all subjects for all students on both general and alternate assessments.

For high schools or districts with graduating seniors, it also considers College, Career, and Military Readiness (CCMR) indicators and graduation rates.

The results are averaged and compared to a standard that is comparable to the percentage of students achieving the Meets Grade Level standard.

Accountability Notes



Domain 2: School Progress

Assesses performance in two key areas: student academic growth and achievement relative to economically similar campuses.

Part A: Academic Growth measures whether students made at least one year of academic growth from the prior year to the current year using STAAR results for reading and math.

Part B: Relative Performance compares a school's performance to other schools with similar grade levels and economically disadvantaged populations.

Student Achievement

	SEISD Summary Reports 24-25			Region Texas Assessment Report 24-25		
Test	Approaches	Meets	Masters	Approaches	Meets	Masters
Grade 3 Reading Language Arts English Alarcon	76%	32%	4%	81%	55%	23%
Grade 3 Mathematics English Alarcon	66%	28%	2%	74%	45%	16%
Grade 3 Reading Language Arts Spanish Alarcon	63%	32%	5%	58%	24%	11%
Grade 3 Mathematics Spanish Alarcon	29%	29%	0%	63%	32%	11%
Grade 3 Reading Language Arts English Borrego	68%	39%	7%	81%	55%	23%
Grade 3 Mathematics English Borrego	55%	25%	4%	74%	45%	16%
Grade 3 Reading Language Arts Spanish Borrego	40%	10%	4%	58%	24%	11%
Grade 3 Mathematics Spanish Borrego	38%	11%	3%	63%	32%	11%
Grade 4 Reading Language Arts English Alarcon	92%	43%	14%	85%	58%	24%
Grade 4 Mathematics English Alarcon	57%	33%	8%	74%	50%	24%
Grade 4 Reading Language Arts Spanish Alarcon	32%	16%	0%	61%	42%	14%
Grade 4 Mathematics Spanish Alarcon	38%	0%	0%	59%	34%	13%
Grade 4 Reading Language Arts English Borrego	71%	32%	6%	85%	58%	24%
Grade 4 Mathematics English Borrego	59%	32%	13%	74%	50%	24%
Grade 4 Reading Language Arts Spanish Borrego	50%	36%	11%	61%	42%	14%
Grade 4 Mathematics Spanish Borrego	22%	13%	0%	59%	34%	13%
Grade 5 Reading Language Arts English Alarcon	53%	36%	15%	80%	61%	30%
Grade 5 Mathematics English Alarcon	69%	30%	4%	79%	50%	21%
Grade 5 Science English Alarcon	41%	9%	4%	67%	28%	10%
Grade 5 Reading Language Arts Spanish Alarcon	92%	50%	8%	72%	39%	14%
Grade 5 Mathematics Spanish Alarcon				60%	28%	6%
Grade 5 Science Spanish Alarcon	44%	0%	0%	38%	7%	1%

-3rd and 5th grade (Alarcon) RLA Spanish scores are above regional scores

-4th grade (Alarcon) RLA English scores are above regional scores

-5th Grade (Alarcon) Science Spanish scores above the region

Student Achievement

	SEISD Summary Reports 24-25			Region Texas Assessment Report 24-25		
Test	Approaches	Meets	Masters	Approaches	Meets	Masters
Grade 5 Reading Language Arts English Borrego	67%	54%	21%	80%	61%	30%
Grade 5 Mathematics English Borrego	60%	28%	9%	79%	50%	21%
Grade 5 Science English Borrego	50%	13%	4%	67%	28%	10%
Grade 5 Reading Language Arts Spanish Borrego	78%	39%	4%	72%	39%	14%
Grade 5 Mathematics Spanish Borrego	31%	15%	0%	60%	28%	6%
Grade 5 Science Spanish Borrego	44%	6%	0%	38%	7%	1%
Grade 6 Reading Language Arts Alarcon	72%	37%	15%	75%	53%	25%
Grade 6 Mathematics Alarcon	83%	43%	11%	75%	36%	12%
Grade 6 Reading Language Arts Borrego	64%	38%	14%	75%	53%	25%
Grade 6 Mathematics Borrego	80%	49%	18%	75%	36%	12%
Grade 7 Reading Language Arts	69%	36%	9%	75%	52%	24%
Grade 7 Mathematics	43%	14%	2%	49%	23%	4%
Grade 8 Reading Language Arts	74%	42%	17%	81%	56%	28%
Grade 8 Mathematics	72%	42%	9%	71%	44%	14%
Grade 8 Social Studies	48%	13%	4%	55%	26%	12%
Grade 8 Science	64%	32%	9%	75%	47%	15%
Algebra I First-Time Tested Students	78%	42%	26%	84%	54%	31%
Biology First Time Tested Students	88%	51%	7%	91%	89%	14%
English I First-Time Tested Students	61%	41%	7%	64%	48%	12%
English II First-Time Tested Students	63%	43%	2%	70%	54%	6%
US History First-Time Tested Students	93%	50%	15%	95%	68%	34%

-5th grade (Borrego) RLA Spanish scores are above regional scores

-5th grade (Borrego) Science Spanish scores are above regional scores

-6th Grade (Alarcon and Borrego) Math scores above the region

-8th Grade scores above the region

School Progress - A

Red = No Growth
Blue/Green = Growth

-Comparing students who tested in 2024 to 2025 (RLA/Math)

Source: Lead4ward Accountability Connect Growth Table in Frontline - OnData Suite

Annual Growth		STAAR 2025						
		Low Does Not Meet Grade Level	High Does Not Meet Grade Level	Low Approaches Grade Level	High Approaches Grade Level	Meets Grade Level	Masters Grade Level	Total
STAAR 2024	Low Does Not Meet Grade Level	53	33	4	2	0	0	92
	High Does Not Meet Grade Level	25	42	25	15	7	0	114
	Low Approaches Grade Level	10	17	19	17	18	1	82
	High Approaches Grade Level	2	15	15	18	24	1	75
	Meets Grade Level	1	3	13	26	131	11	185
	Masters Grade Level	0	0	0	0	24	15	39
	Total	91	110	76	78	204	28	587

School Progress - A

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	204	0
Tests earning 0.5 points	79	39.5
Tests Earning 1.0 point	304	304
Annual Growth Total Points Earned (A)		343.5
# of Tests Included in Calculation (C)		587
Annual Growth Score		**59**

San Elizario HS

383 tests out of 587 = 65% of tests showed growth

(Can only show comparison when a test the previous year is taken and data is available)

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	28	0
Tests earning 0.5 points	39	19.5
Tests Earning 1.0 point	67	67
Annual Growth Total Points Earned (A)		86.5
# of Tests Included in Calculation (C)		134
Annual Growth Score		**65**

Math 106 tests out of 134 = 79% of tests showed growth

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	176	0
Tests earning 0.5 points	40	20
Tests Earning 1.0 point	237	237
Annual Growth Total Points Earned (A)		257
# of Tests Included in Calculation (C)		453
Annual Growth Score		**57**

RLA 277 tests out of 453 = 61% of tests showed growth

School Progress - A

GEMS

524 tests out of 762 = 68% of tests showed growth

-Growth Score is when you take the total points divided by the Number of Tests

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	238	0
Tests earning 0.5 points	91	45.5
Tests Earning 1.0 point	433	433
Annual Growth Total Points Earned (A)		478.5
# of Tests Included in Calculation (C)		762
Annual Growth Score		**63**

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	122	0
Tests earning 0.5 points	45	22.5
Tests Earning 1.0 point	214	214
Annual Growth Total Points Earned (A)		236.5
# of Tests Included in Calculation (C)		381
Annual Growth Score		**62**

Math 259 tests out of 381 = 68% of tests showed growth

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	116	0
Tests earning 0.5 points	46	23
Tests Earning 1.0 point	219	219
Annual Growth Total Points Earned (A)		242
# of Tests Included in Calculation (C)		381
Annual Growth Score		**64**

RLA 265 tests out of 381 = 70% of tests showed growth

School Progress - A

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	134	0
Tests earning 0.5 points	72	36
Tests Earning 1.0 point	221	221
Annual Growth Total Points Earned (A)		257
# of Tests Included in Calculation (C)		427
Annual Growth Score		**60**

L G Alarcon EL

293 tests out of 687 = 69% of tests showed growth

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	69	0
Tests earning 0.5 points	37	18.5
Tests Earning 1.0 point	107	107
Annual Growth Total Points Earned (A)		125.5
# of Tests Included in Calculation (C)		213
Annual Growth Score		**59**

Math 144 tests out of 213 = 68% of tests showed growth

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	69	0
Tests earning 0.5 points	33	16.5
Tests Earning 1.0 point	112	112
Annual Growth Total Points Earned (A)		128.5
# of Tests Included in Calculation (C)		214
Annual Growth Score		**60**

RLA 145 tests out of 381 = 68% of tests showed growth

School Progress - A

Alfonso Borrego Sr. EL

485 tests out of 690 = 70% of tests showed growth

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	205	0
Tests earning 0.5 points	89	44.5
Tests Earning 1.0 point	396	396
Annual Growth Total Points Earned (A)		440.5
# of Tests Included in Calculation (C)		690
Annual Growth Score		**64**

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	89	0
Tests earning 0.5 points	50	25
Tests Earning 1.0 point	205	205
Annual Growth Total Points Earned (A)		230
# of Tests Included in Calculation (C)		344
Annual Growth Score		**67**

Math 255 tests out of 344 = 74% of tests showed growth

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	116	0
Tests earning 0.5 points	39	19.5
Tests Earning 1.0 point	191	191
Annual Growth Total Points Earned (A)		210.5
# of Tests Included in Calculation (C)		346
Annual Growth Score		**61**

RLA 230 tests out of 346 = 66% of tests showed growth

School Progress - A

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	785	0
Tests earning 0.5 points	329	164.5
Tests Earning 1.0 point	1352	1352
Annual Growth Total Points Earned (A)		1516.5
# of Tests Included in Calculation (C)		2466
Annual Growth Score		**61**

SEISD

1681 tests out of 2466 = 68% of tests showed growth

Numbers include Math/RLA Test Grades 4th,5th, 6th, 7th, 8th, 9th

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	308	0
Tests earning 0.5 points	171	85.5
Tests Earning 1.0 point	593	593
Annual Growth Total Points Earned (A)		678.5
# of Tests Included in Calculation (C)		1072
Annual Growth Score		**63**

Math 764 tests out of 1072 = 71% of tests showed growth

Annual Growth Summary		
	# Test	Points
Tests Earning 0.0 points	477	0
Tests earning 0.5 points	158	79
Tests Earning 1.0 point	759	759
Annual Growth Total Points Earned (A)		838
# of Tests Included in Calculation (C)		1394
Annual Growth Score		**60**

RLA 917 tests out of 1394 = 66% of tests showed growth

Loya Data/Targets

2026 CIRCLE Targets—PK3/PK4 Loya

Grade Level/Test	2025 Overall Score	2026 Target Score
PK3 Pre-reading (Teacher Created Asses)	On track=90% (M), 90% (Dual)	PK3 will be taking the CIRCLE assessment
	Need monitoring=90% (M), 90% (Dual)	this year for the first time. They will be
	Needs support=90% (M), 90% (Dual)	assessed BOY, MOY & EOY. There will be concepts not tested or scored due to their DOB range. Target score will be determined after the MOY assessment.
PK4 Pre-reading (EOY CIRCLE)	On track=97% (M), 87% (Dual)=	Target combination score 93% EOY 2026
	Need monitoring= 0% (M), 0% (Dual)	
	Needs support=3% (M), 13% (Dual)	
PK3 Pre-math (Teacher Created Asses)	On track=90% (M), 81% (Dual)	PK3 will be taking the CIRCLE assessment
	Need monitoring= 0% (M), 0% (Dual)	this year for the first time. They will be
	Needs support=10%(M), 19% (Dual)	assessed BOY, MOY & EOY. There will be concepts not tested or scored due to their DOB range. Target score will be determined after the MOY assessment.
PK4 Pre-math (EOY CIRCLE)	On track=100% (M), 85% (Dual)	Target combination score 88% EOY 2026 This school year our dual language students will test only in English at each benchmark wave.
	Need monitoring=0% (M), 0% (Dual)	
	Needs support=0% (M), 15% (Dual)	

- All campuses and grade levels have Target goals established for 2026.
- PK4 EOY Circle Reading target is 93%
- PK4 EOY Circle Math Target is 88%
- PK3 will be using Circle Assessment (First year)

Sambrano Data Targets

2026 Targets—Sambrano Grades K-2

Grade/Test	2025 Overall Score		2026 Target Score	
	ENGLISH	SPANISH	ENGLISH	SPANISH
K Reading mCLASS	WBBM— 55%	WBBM— 25%	WBBM— 20%	WBBM— 20%
	BBM— 11%	BBM— 9%	BBM— 20%	BBM— 20%
	BM— 20%	BM— 41%	BM— 40%	BM— 40%
	ABM– 14%	ABM– 25%	ABM– 20%	ABM– 20%
1st Reading mCLASS	WBBM— 47%	WBBM—46%	WBBM— 25%	WBBM— 25%
	BBM— 15%	BBM— 9%	BBM— 15%	BBM— 15%
	BM— 19%	BM— 25%	BM— 40%	BM— 40%
	ABM – 19%	ABM– 20%	ABM– 20%	ABM– 20%
2nd Reading mCLASS	WBBM— 39%	WBBM— 21%	WBBM—15%	WBBM—15%
	BBM— 18%	BBM— 16%	BBM— 25%	BBM— 25%
	BM— 23%	BM— 37%	BM— 40%	BM— 40%
	ABM– 20%	ABM– 26%	ABM– 20%	ABM– 20%
K, 1, 2 Math TBD due to new assessments				

Key: WBBM=well below benchmark; BBM=below benchmark; BM=at benchmark; ABM=above benchmark

-Using mCLASS to track student growth.

-Closing the gap from those entering Kinder who are **not** coming from Loya Primary

-Goal/target is to increase the number of Reading students who are **at benchmark** or above benchmark, focusing on individual student growth for 2026

-MATH test would be the first year using, with no previous data points

Board Goals 25-26

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% Preliminary 54%	77%	81%	85%

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% Preliminary 64%	72%	76%	80%

Adjustments/Support

“ We are what we do. Excellence, then, is not an act but a habit.”

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT
A Proud Community of Champions – Soaring to Excellence

Coaching Model

District Lesson Plan

Lesson Plan Template Reference Guide

Subject	Grade Level	Lesson Plan Source	Note-Taking Document
Mathematics	K-8, Algebra 1, Algebra 2, Geometry	HQIM's Bluebonnet Lesson Plan-TE	BB-Mathematics Lesson Internalization note catcher/protocol/observation tool
Mathematics	Pre-Cal/Cal	Agile Minds-Lesson Plan TE	Mathematics Lesson Internalization note catcher/protocol/observation tool
RLA	K-6	HQIM HMH Lesson Plan TE/TEK Resource System (TCMP)	District Lesson Plan Template Sample 4th
RLA	7th -12th	HQIM SAVVAS Lesson Plan TE	Internalization
Science	K-6	HQIM McGraw Hill -TE	50-Minute Lesson Internalization note catcher/ protocol
Science	7th -8th, Biology, Chemistry, Physics	HQIM SAVVAS-Lesson Plan TE	Science Lesson Internalization note catcher/ Protocol
Social Studies	K-12	Co-Support Plan Resources	District Lesson Plan Template
Math, RLA, SS, Science	Pre-K3/PreK4	Co-Support Plan Resources	Google Slide (Campus)
Physical Education /Fine Arts	K-12		District Lesson Plan Template
CTE	K-12		District Lesson Plan Template

Reading Language Arts Lesson Internalization Protocol

Step 1: Understand the Lesson Purpose and Objectives (12 minutes)	
What is the topic and essential question of this unit?	
What are the major skills and concepts assessed at the end of this unit?	
What/how are students expected to write as their culminating writing task for this unit?	
Which unit texts are essential for students to deeply read and understand?	
In your own words, why is this content worthwhile for students to explore?	
*AVID Connection	
Step 2: Understand the Sequence and Pacing of Activities (10 minutes)	
How much time is suggested for each part of the lesson?	
Where should I provide modeling, scaffolding, or guided practice?	
How can I integrate structured collaboration/lab tasks to support students' thinking?	
*AVID Connection	

Teacher Shared Folder

Adjustments/Support

Sambrano

Sambrano/Alarcon

Early Release: Sambrano/Alarcon

Instructional Specialists

Month	Date	Type	Campus
July	7/17/2025	RBIS Training for 3rd grade (Borrego), 4th, and 5th	Borrego 3rd - 5th/ Alarcon 4th & 5th
August	**8/8/2025**	**Math RBIS 1-2- (15 teachers/K-1) Half Day**	**Sambrano- 15 Selected K-1 teachers**
August	**8/8/2025**	**Math RBIS 1 & 2- (15 teachers/K-1) Half Day**	**Sambrano- 15 Selected K-1 teachers**
September	9/2/2025	BB Elementary Math Observation and Feedback 8:30-11:30	All
September	9/9/2025	Co-Observations	Alarcon
September	**9/12/2025**	**Math RBIS #1 & #2 (15 teachers) Half Day**	**Sambrano- 15 Teachers & Alarcon 3**
September	9/16/2025	Co-Observation #1-Full Day	Sambrano
September	9/17/2025	Co-Observation #1-Full Day	Borrego
September	**9/26/2025**	**K-5 Math RBIS 3 & 4 for K-3-Half Day PM**	**Sambrano and Alarcon 3rd**
October	10/22/2025	PLC/PD: Lesson Internalization	Alarcon
October	10/23/2025	PLC/PD: Lesson Internalization	Sambrano
October	10/24/2025	PLC/PD: Lesson Internalization	Borrego
November	**11/5/2025**	**BB Elementary IS Training: RDW Problem Solving TOT**	**All ISs- Administrators are welcomed**
November	11/19/2025	BB Elementary PLC/PD: Lesson Internalization	Alarcon
November	11/20/2025	BB Elementary PLC/PD: Lesson Internalization	Sambrano
November	11/21/2025	BB Elementary PLC/PD: Lesson Internalization	Borrego
January	1/13/2026	Co-Observation #2	Sambrano
January	1/20/2026	Co-Observation #2	Alarcon
January	1/21/2026	Co-Observation #2	Borrego
February	2/5/2026	BB Math PLC: Student Work Analysis	Sambrano
February	2/6/2026	BB Math PLC: Student Work Analysis	Borrego
February	2/18/2026	BB Math PLC: Student Work Analysis	Alarcon
March	3/4/2025	BB Math PLC Application: Student Work Analsis	Alarcon
March	3/5/2025	BB Math PLC Application: Student Work Analsis	Sambrano
March	3/6/2026	BB Math PLC Application: Student Work Analsis	Borrego

Preliminary Accountability Scores

					Domain I				Domain II-A				Domain II-B				Domain III				Overall
Campus	AEA	%Econ Disadv	Gr 3-12 Enr.	Total Enr.	Gr 3-12 Enr.	Proportional Weight*	Campus Scale Score	Proportional Points	Gr 3-12 Enr.	Proportional Weight*	Campus Scale Score	Proportional Points	Gr 3-12 Enr.	Proportional Weight*	Campus Scale Score	Proportional Points	Gr 3-12 Enr.	Proportional Weight*	Campus Scale Score	Proportional Points	Campus Scale Score
(071904001) San Elizario H S	N	95.1	984	984	984	44.7	68	30.396	984	44.7	59	26.373	984	44.7	76	33.972	984	44.7	68	30.396	69**
(071904041) Ann M Garcia-Enriquez Middle	N	92.9	408	408	408	18.6	71	13.206	408	18.6	79	14.694	408	18.6	82	15.252	408	18.6	91	16.926	85
(071904101) L G Alarcon EL	N	87.2	297	297	297	13.5	60	8.100	297	13.5	69	9.315	297	13.5	66	8.910	297	13.5	63	8.505	67
(071904104) Alfonso Borrego Sr EL	N	88.4	510	510	510	23.2	60	13.920	510	23.2	75	17.400	510	23.2	66	15.312	510	23.2	74	17.168	75
DISTRICT TOTAL - (071904) San Elizario ISD					2,199	100.0		66	2,199	100.0		68	2,199	100.0		73	2,199	100.0		73	
District's 2025 Domain Scores Based on Proportional Weighting					District Domain I Score (Campus got 89 if District's D2 score <60 or 4 or 1 any campus D1 score <70 or any AEA D1 score <50)			66	District Domain II-A Score			68	District Domain II-B Score			73	District Domain III Score (Capped at 89 if: any campus D3 score <70 or any AEA D3 score <60)			73	

70% of District Rating (Better of Domain I or Domain II) NOTE: The District's Domain I score is capped at 89 if the district's D2-A or D2-B score <60 or if any campus Domain II score <70 or AEA Domain II score <60	73	x .70	51.4
30% of District Rating (Domain III)	73	x .30	21.9
District's 2025 Overall Score Applying 3 Fs Rule, 3Ds Rule, and Campus Scaled Score Rule if applicable			73
District's 2025 Overall Letter Grade			C

*Ondata Suite Estimates – Final results on 8/15/2025

Comparing Years – Domain I

2025

Campus	AEA	%Econ Disadv	Gr 3-12 Enr.	Total Enr.	Domain I: Gr 3-12 Enr.	Domain I: Proportional Weight*	Domain I: Campus Scale Score	Domain I: Proportional Points
(071904001) San Elizario H S	N	95.1	984	984	984	44.7	68	30.396
(071904041) Ann M Garcia-Enriquez Middle	N	92.9	408	408	408	18.6	71	13.206
(071904101) L G Alarcon EL	N	87.2	297	297	297	13.5	60	8.100
(071904104) Alfonso Borrego Sr EL	N	88.4	510	510	510	23.2	60	13.920
DISTRICT TOTAL - (071904) San Elizario ISD					2,199	100.0		66
District's 2025 Domain Scores Based on Proportional Weighting					District Domain I Score (Campus got 89 if District's D2 score <60 or 4 or 1 any campus D1 score <70 or any AEA D1 score <50)			66

2024

Domain I: Gr 3-12 Enrollment	Domain I: Proportional Weight*	Domain I: Campus Scale Score	Domain I: Proportional Points
1,018	45.5%	62	28.2
418	18.7%	59	11.0
304	13.6%	62	8.4
495	22.1%	64	14.1
2,235	99.9%		61.7

District Domain I Score (Capped at 89 if District's D2 score <60 or if any campus D1 score <70 or any AEA D1 score <60)	62

*Ondata Suite Estimates – Final results on 8/15/2025

Comparing Years – Domain II-A

2025

Campus	AEA	%Econ Disadv	Gr 3-12 Enr.	Total Enr.	Domain II-A: Gr 3-12 Enr.	Domain II-A: Proportional Weight*	Domain II-A: Campus Scale Score	Domain II-A: Proportional Points
(071904001) San Elizario H S	N	95.1	984	984	984	44.7	59	26.373
(071904041) Ann M Garcia-Enriquez Middle	N	92.9	408	408	408	18.6	79	14.694
(071904101) L G Alarcon EL	N	87.2	297	297	297	13.5	69	9.315
(071904104) Alfonso Borrego Sr EL	N	88.4	510	510	510	23.2	75	17.400
DISTRICT TOTAL - (071904) San Elizario ISD					2,199	100.0		68
District's 2025 Domain Scores Based on Proportional Weighting					District Domain II-A Score			68

2024

Domain II-A: Gr 3-12 Enrollment	Domain II-A: Proportional Weight*	Domain II-A: Campus Scale Score	Domain II-A: Proportional Points
1,018	45.5%	54	24.6
418	18.7%	65	12.2
304	13.6%	70	9.5
495	22.1%	70	15.5
2,235	99.9%		61.8

District Domain II-A Score	62

*Ondata Suite Estimates – Final results on 8/15/2025

Comparing Years – Domain II-B

2025

Campus	AEA	%Econ Disadv	Gr 3-12 Enr.	Total Enr.	Domain II-B			
					Gr 3-12 Enr.	Proportional Weight*	Campus Scale Score	Proportional Points
(071904001) San Elizario H S	N	95.1	984	984	984	44.7	76	33.972
(071904041) Ann M Garcia-Enriquez Middle	N	92.9	408	408	408	18.6	82	15.252
(071904101) L G Alarcon EL	N	87.2	297	297	297	13.5	66	8.910
(071904104) Alfonso Borrego Sr EL	N	88.4	510	510	510	23.2	66	15.312
DISTRICT TOTAL - (071904) San Elizario ISD					2,199	100.0		73
District's 2025 Domain Scores Based on Proportional Weighting					District Domain II-B Score			73

2024

Domain II-B			
Gr 3-12 Enrollment	Proportional Weight*	Campus Scale Score	Proportional Points
1,018	45.5%	69	31.4
418	18.7%	69	12.9
304	13.6%	69	9.4
495	22.1%	70	15.5
2,235	99.9%		69.2
District Domain II-B Score			69

*Ondata Suite Estimates – Final results on 8/15/2025

Comparing Years – Domain III

2025

Campus	AEA	%Econ Disadv	Gr 3-12 Enr.	Total Enr.	Domain III: Gr 3-12 Enr.	Domain III: Proportional Weight*	Domain III: Campus Scale Score	Domain III: Proportional Points
(071904001) San Elizario H S	N	95.1	984	984	984	44.7	68	30.396
(071904041) Ann M Garcia-Enriquez Middle	N	92.9	408	408	408	18.6	91	16.926
(071904101) L G Alarcon EL	N	87.2	297	297	297	13.5	63	8.505
(071904104) Alfonso Borrego Sr EL	N	88.4	510	510	510	23.2	74	17.168
DISTRICT TOTAL - (071904) San Elizario ISD					2,199	100.0		73
District's 2025 Domain Scores					District Domain III Score			73
Based on Proportional Weighting					(Capped at 89 if: any campus D3 score <70 or any AEA D3 score <60)			

2024

Domain III: Gr 3-12 Enrollment	Domain III: Proportional Weight*	Domain III: Campus Scale Score	Domain III: Proportional Points
1,018	45.5%	53	24.1
418	18.7%	59	11.0
304	13.6%	72	9.8
495	22.1%	72	15.9
2,235	99.9%		60.8

District Domain III Score (Capped at 89 if: any campus D3 score <70 or any AEA D3 score <60)	61

*Ondata Suite Estimates – Final results on 8/15/2025

Multiplying Excellence

- Individualized Student Trackers
- Student ownership
- Continued focus on increasing attendance district-wide
- Teacher planning and access to high-quality instructional Materials
- Purposeful monitoring
- Immediate feedback
- Owning the process of accountability
- Maximizing instructional time
- Targeted professional development
- Listening to teacher feedback
- Systemic alignment of practices
- Commitment vs. Compliance Culture (The Three C's)



Questions



Next Steps

Elementary Mathematics Lesson Internalization Protocol Note-Catcher

The note-catcher is intended to be used in conjunction with the Lesson Internalization Protocol document as a tool to **read, annotate, and capture thinking**.

Step 1: Understand the Lesson Purpose and Objectives (12 minutes) **Use the lesson and Topic Overview**	
In what ways does the lesson objective connect to the Topic Overview, TEKS, and ELPS?	
What insights did you gain by completing the **Problem Set** and **Exit Ticket** as a student?	
What knowledge and skills will students build during this lesson?	
***Avid Connection**	
Step 2: Understand the Sequence and Pacing of Activities (10 minutes) **Use the lesson**	
Where should I provide modeling, scaffolding, or guided practice?	
How will you pace each activity and plan for smooth transitions between lesson components?	
How does the overall flow of the lesson support the lesson objective and lead to success on the **Exit Ticket?**	
***Avid Connection**	
Step 3: Prepare to Teach Each Activity with an Activity Deep Dive (20 minutes) **Use the lesson**	
Examine each lesson component. What are the most critical takeaways from each key component, and how will your instructional decisions align with the purpose of each part of the lesson?	❑ **Fluency** ❑ **Application Problem** ❑ **Concept Development** ❑ **Problem Set** ❑ **Student Debrief**

	❑ **Exit Ticket**
What guiding questions will I ask?	
Create or identify exemplar and example responses to questions, and tasks.	
Examine embedded supports and select the appropriate supports to use in the lesson for diverse learners (emergent bilingual, gifted and talented, and students with disabilities).	
***AVID Connection**	
Step 4: Organize your Resources (8 minutes) **Use the lesson and Suggested Tools and Representations**	
What manipulatives or materials do I need?	
Identify additional supplies needed using the "**Notes on Multiple Means of Engagement**" boxes in the margins to offer supports for groups of students.	
What AVID-aligned tools should I prepare (e.g., one-pagers, learning logs)?	

2025-2026 SEISD Lesson Plan

Date Range and Subject:				
1.1 Standards and Alignment: The Teacher designs clear, well organized, sequential lessons that reflect the best practice, align with standards and are appropriate for diverse learners.				
Name(Unit, Theme, Lesson):				
TEKS/Guidelines and ELPS:				
2.1 Achieving Expectations: The teacher supports all learners in their pursuit of high levels of academic and social- emotional success				
	T	**W**	**Th**	**F**
Essential Question:				
Content Objectives:				
Language Objectives:				
Essential Vocabulary:				
1.4 – Activities: The teacher plans engaging, flexible lessons that encourage higher order thinking, persistence and achievement.				
Bell Ringer				
1.3 - Knowledge of Students: Through knowledge of students and proven practices, the teacher ensures high levels of learning, social-emotional development and achievement for all students. **2.4 – Differentiation:** The teacher differentiates instruction, aligning methods and techniques to diverse students needs.				
Activity WICOR	**1.I do** **2.We do**	**1.I do** **2.We do**	**1.I do** **2.We do**	**1.I do** **2.We do**

	3.You do	**3.You do**	**3.You do**	**3.You do**
Planning Materials: **-HQIM** **-Supplemental**	○ STEMscopes ○ SAVVAS ○ McGraw Hill ○ HMH ○ Scholastics ○ Frog Street ○ HMH Foundational Skills ○ Cengage ○ Certiport ○ Other:_____	○ STEMscopes ○ SAVVAS ○ McGraw Hill ○ HMH ○ Scholastics ○ Frog Street ○ HMH Foundational Skills ○ Cengage ○ Certiport ○ Other:_____	○ STEMscopes ○ SAVVAS ○ McGraw Hill ○ HMH ○ Scholastics ○ Frog Street ○ HMH Foundational Skills ○ Cengage ○ Certiport ○ Other:_____	○ STEMscopes ○ SAVVAS ○ McGraw Hill ○ HMH ○ Scholastics ○ Frog Street ○ HMH Foundational Skills ○ Cengage ○ Certiport ○ Other:_____
Special Populations:				
Modifications/ Accommodations (SpED/504/MTSS)				
GT				
EB				
1.2 Data and Assessment: The teacher uses formal and informal methods to measure student progress, then manages and analyzes student data to inform instruction				
Exit Ticket (Success Criteria)				

Lesson Plan Template Reference Guide

Subject	Grade Level	Lesson Plan Source	Note-Taking Document
Mathematics	K-8, Algebra 1, Algebra 2, Geometry	HQIM's Bluebonnet Lesson Plan-TE	BB-Mathematics Lesson Internalization note catcher/protocol/observation tool
Mathematics	Pre-Cal/Cal	Agile Minds-Lesson Plan TE	Mathematics Lesson Internalization note catcher/protocol/observation tool
RLA-Foundational Skills	K-2	HQIM HMH Structured Literacy & Destrezas fundamentales	NEW K-2 HMH Structured Literacy Internalization Protocol NEW K-2 HMH Destrezas fundamentales Internalization Protocol
RLA	K-6	HQIM K-5 HMH 6 SAVVAS Lesson Plan TE/TEK Resource System (TCMP)	**Pending meeting with adm* NEW Elementary RLA Internalization Protocol NEW Elementary RLA Lesson Internalization Forecast
RLA	7th -12th	HQIM SAVVAS Lesson Plan TE	Lesson Internalization Protocol Lesson Forecast
Science	K-6	HQIM McGraw Hill -TE	50-Minute Lesson Internalization note catcher/ protocol
Science	7th -8th, Biology, Chemistry, Physics	HQIM SAVVAS-Lesson Plan TE	Science Lesson Internalization note catcher/ Protocol
Social Studies	K-12	Co-Support Plan Resources	District Lesson Plan Template
Math, RLA, SS, Science	Pre-K3/PreK4	Co-Support Plan Resources	Google Slide (Campus)
Physical Education /Fine Arts	K-12		District Lesson Plan Template
CTE	K-12		District Lesson Plan Template

1050 Chicken Ranch Road P.O. BOX 920 San Elizario, TX 79849 Phone: (915) 872-3900 Fax: (915) 872-3921
www.seisd.net

Expectations for uploading lesson plans:

- Loya-Outlook
- Sambrano-Forethought
- Alarcon-ADMIN Group Outlook
- Borrego-Google Classroom
- GEMS-TEAMS
- SEHS-TEAMS

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Month	Date	Type	Topic	Time	Location
August	**8/1/2025**	**Beginning of the Year LPAC Training**	**AP, Registrars/LPAC**	**2:30-4:00**	**Camino Real**
August	8/12/2025	Q1 4 Weeks Common Assessment Week (Non-Math)	Local Assessment		
August	8/12/2025	Science 5 PD-Deep Dive into Streamlining TEKS and CER	Teacher PD	8:00-3:30	Camino Real
August	8/15/2025	SPED Transition Team Meeting	TEA Updates/Audits/PD	9:00am - 11:00am	Presidio Conference Room
August	8/19/2025	R19 Bluebonnet Math Teacher Observation and Feedback	HS/MS	8:30-11:30	SEHS/GEMS
August	**8/19/2025**	**First Year Teacher/Mentor Meeting**	**FYT/Mentors**	**8:00-12:00**	**Camino Real**
August	8/20/2025	Q1 8 Weeks Common Assessment (Local STAAR Released Questions) ready to view	Local Assessment		
August	**8/20/2025**	**Leadership Meeting/Principal Meeting**	**Leadership/Principal**	**2:00-5:00**	**Mission Trail Boardroom**
August	8/20/2025	Q1 4 Weeks Common Assessment Data Analysis	Local Assessment		
August	8/21/2025	IS Meeting/Region 19 Eduphoria Training	IS PD	TBD	
August	**8/22/2025**	**GT Coordinator Training**	**Campus GT Coordinators**	**8:00-4:00**	**Camino Real**
August	8/22/2025	CTE Monthly Meeting	Regional Updates/PD	1:00 pm - 2:00 pm	SEHS
August	822/2025	Math RBIS 1-2- (15 teachers/K-1) Half Day	Teacher PD	8:30-11:30	Mission Trail Boardroom
August	8/22/2025	Math RBIS 1-2- (15 teachers-(half of 1st and all of 2nd) Half Day	Teacher PD	1:00-4:00	Mission Trail Boardroom
August	8/27/2025	Texas Lesson Study	Leadership PD		
August	8/27/2025	Ethics Training for Counselors	Counselor PD	AM/PM Sessions	Socorro ISD
August	8/29/2025	Distrct Counselor Meeting	Regional Updates/PD	8:30am - 11:00am	Camino Real Conference Room

San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Edgar Ponce; Curriculum & Instruction
Subject: 2025 TELPAS Scores
Date: August 13, 2025

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 2024 to become an Advanced student in 2025, 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 2025. The tables attached provide a summary of our 2025 TELPAS scores, which reflect expected findings in the Yearly Progress Indicator.

San Elizario ISD
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Alarcon Elementary

	Yearly Progress Indicator			
	Lower or Same Level	1 Level Higher	2 Levels Higher	3 Levels Higher
All Students	68%	31%	1%	0%
Grade 3	57%	43%	0%	0%
Grade 4	74%	26%	0%	0%
Grade 5	70%	28%	2%	0%
Grade 6	72%	28%	0%	0%

Borrego 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	57%	43%	0%	0%
Grade 4	78%	22%	0%	0%
Grade 5	67%	33%	0%	0%
Grade 6	78%	22%	0%	0%

Sambrano Elementary

	Yearly Progress Indicator			
	Lower or Same Level	1 Level Higher	2 Levels Higher	3 Levels Higher
All Students	55%	39%	5%	1%
Kindergarten	100%	0%	0%	0%
Grade 1	40%	50%	8%	2%
Grade 2	68%	30%	2%	0%

GEMS

	Yearly Progress Indicator			
	Lower or Same Level	1 Level Higher	2 Levels Higher	3 Levels Higher
All Students	75%	25%	0%	0%
Grade 7	86%	14%	0%	0%
Grade 8	62%	38%	0%	0%

SEHS

Yearly Progress Indicator

San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
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	Lower or Same Level	1 Level Higher	2 Levels Higher	3 Levels Higher
All Students (9-12)	74%	25%	1%	0%

GRADE	TOTAL STUDENTS	BEGINNING COMPOSITE RATING	INTERMEDIATE COMPOSITE RATING	ADVANCED COMPOSITE RATING	ADVANCED HIGH COMPOSITE RATING	Students Who Progressed AT LEAST ONE Proficiency Level
Kinder	100	68	28	3	1	N/A
1st	115	30	50	7	13	60%
2nd	123	17	59	21	2	31%
3rd	132	13	51	35	2	43%
4th	137	18	47	30	6	23%
5th	132	11	51	26	11	32%
6th	115	4	46	41	9	25%
7th	125	2	41	54	3	14%
8th	123	2	26	52	17	36%
9th	135	8	39	44	10	24%
10th	180	8	33	48	10	25%
11th	112	6	37	42	15	34%
12th	125	7	39	42	12	20%
K-2	338	37	47	11	6	45%
3-12	1316	8	41	42	9	28%

BUDGET IMPACT:
There is no budget for this item.

San Elizario ISD
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ADMINISTRATIVE RECOMMENDATION:
It is recommended that the Board review the 2025 TELPAS scores as presented.

For Approval? ☐ Yes ☒ No
If no, please check one: ☐ Presentation ☒ Report ☐ Information
Please check if applicable: ☐ Attachment Included

Recommended Training Video to Watch



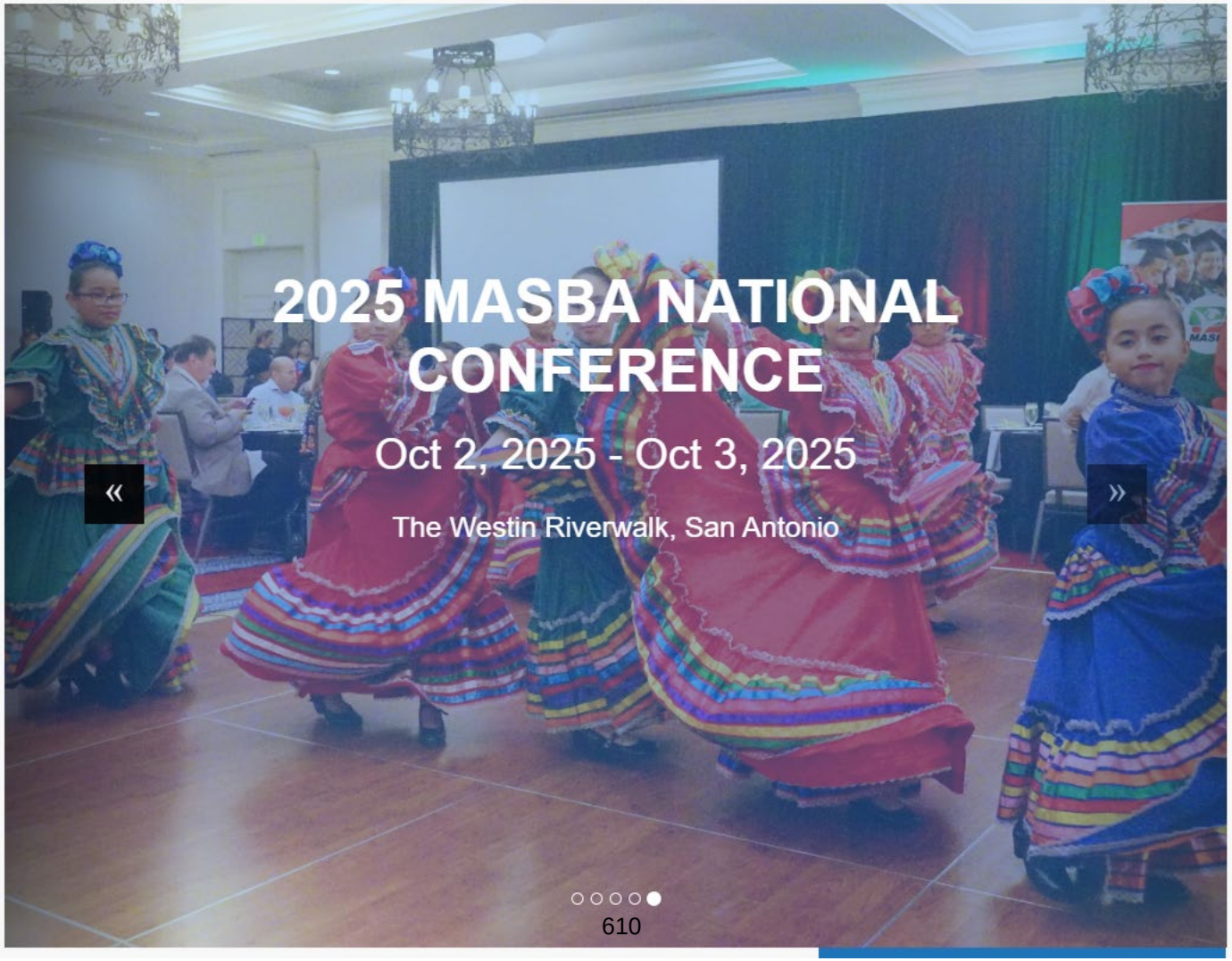

TASA | TASB
txEDCON
About
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txEDCON25
Sept. 11-14 at the George R. Brown Convention Center, Houston, TX.

MASBA
SCHOOL BOARD MEMBERS FOR LATINO EQUITY

Summary Agenda Hotel Pricing Contact Us

Register Now

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Save the Date — Registration & Housing Opens August 2025

This national event that brings together education leaders from across the country, offering a unique opportunity to learn about best governance practices, gain insights into child development, and explore cutting-edge programs and technology to enrich student learning. Join us in San Antonio for an empowering experience of national school board leadership learning and networking with like-minded professionals.

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

Soaring to Excellence

District, Family & Community Meeting

- Mission: Progressing Together –

School Year 2025-2026

Date	Location	Time
August 06, 2025	Board Room	9:30 a.m.
September 03, 2025	Board Room	9:30 a.m.
October 22, 2025	Board Room	9:30 a.m.
November 5, 2025	Board Room	9:30 a.m.
December 12, 2025	Board Room	9:00 a.m.
January 14, 2026	Board Room	10:00 a.m.
February 4, 2026	Board Room	9:30 a.m.
March 04, 2026	Board Room	10:00 a.m.
April 1, 2026	Board Room	9:30 a.m.
May 8, 2026	Board Room	9:00 a.m.

Note:

English meeting will be recorded same date at 8:30 a.m.

Spanish meeting will be at 9:30 a.m.

January and March meetings will be at 9:00 a.m. in English and 10:00 a.m. in Spanish

December 12 and May 8 Appreciation Days will be at 9:00 a.m. only

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: July 2025 – Meal Service Update
Date: August 13, 2025

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 23,159 student meals through July 30, 2025. This count includes breakfast, lunch, and supper meals.

We're excited to kick off the school year with student favorites that include boneless wings, freshly baked rolls, beef tacos, homemade beans, meateaters pizza, and chicken pozole. New menus feature catfish tenders, birria pupusas, teriyaki chicken, and beef flautas, all paired with fruits, vegetables, and milk to create balanced and nutritious meals.
Our new A2A2 milk is intended to aid in digestion and help increase milk consumption.

We included a few of these meals on the KVIA interview that took place on the first day of school.

Our goal this school year is to keep bellies full to fuel student minds.

BUDGET IMPACT: No budget impact.

ADMINISTRATIVE RECOMMENDATION:
The Administrative recommendation is for the Board to review the information presented.

For Approval? ☐ Yes ☒ No
If no, please check one: ☐ Presentation ☐ Report ☒ Information
Please check if applicable: ☐ Attachment Included

Campus	EE	PK	KG	01	02	03	04	05	06	07	08	09	10	11	12	Enrolled	PY Enr	G/L	CTE	SPEC ED	LEP	GT	MIG
Borrego Elementary						117	139	139	116							511	510	1		102	299	32	1
L.G. Alarcon Elementary School						72	72	68	80							292	295	-3		55	185	15	3
Lorenzo Loya Primary		175														175	174	1		22	47	0	0
Sambrano Elementary School			131	174	177											482	546	-64		93	265	9	1
Garcia-Enriquez Middle School										191	202					393	400	-7	108	64	230	47	6
San Elizario High School												203	220	255	216	894	977	-83	734	127	492	92	6
Grade Level Totals		175	131	174	177	189	211	207	196	191	202	203	220	255	216	2747	2902	-155	842	463	1518	195	17
Prior Year Grade Level Totals	3	171	161	187	198	208	202	205	190	202	198	225	302	232	218								
GL	-3	4	-30	-13	-21	-19	9	2	6	-11	4	-22	-82	23	-2								