

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held September 29, 2025, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

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

1. **GENERAL FUNCTIONS-OTHER**

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

5

2. **BOARD HONORS**

- A. Recognition of "A" and "B" Campuses in the 2025 Texas Education Agency Accountability Ratings
Presenter: Gustavo Reveles

3. **OPEN FORUM-OTHER**

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

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

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

4. **PUBLIC HEARING**

- A. A Public Hearing Will be Held Regarding the 2025-2026 Property Tax Rate. The Public is Invited to Attend and Provide Public Comment.
Presenter: C. Pulley

6

5. **BOARD OF TRUSTEE BUSINESS**

- A. Consider approval of Tax Rate for the FY 2026 School Year.
 - 1. Consider approval of the 2025-2026 Maintenance and Operations Tax Rate.
Presenter: C. Pulley
 - 2. Consider approval of the 2025-2026 Interest and Sinking fund Tax Rate.

	Presenter: C. Pulley	
3.	Approval of Resolution Which Officially Levies the Tax Rate for the FY2026 School Year.	13
	Presenter: C. Pulley	
B.	SY 2024-25 Assessment Results Report	14
	Presenter: Jessica Harrison	
C.	Healthcare Update Presentation	43
	Presenter: Julie Uranga / Gallagher Team	
D.	Quarterly Update From PROCEDEO	52
	Presenter: Ernesto Ortiz / PROCEDEO	
E.	Discussion and Possible Action to Address the District’s Process, Proposals and Status of Efforts to Address the Re-branding of District Logos.	74
	Presenter: L. Maldonado	
F.	Discussion and Possible Action Over the Bond Interest Spending and CCA Regulation	89
	Presenter: Breanne Barnes	
G.	Approval of the Recommendation to Negotiate, Award and Execute Contract for RFP 26-013 Consulting Firm for Superintendent Search	104
	Presenter: Veronica Campbell	
H.	Discussion and Possible Action Regarding Request for Staffing/Stipends for School Year 2025-2026	118
	Presenter: Martha Carrasco	
I.	Discussion and Possible Action Regarding Options for Homeschool Student Participation in Extracurricular Activities.	
	Presenter: Breanne Barnes	
6.	CONSENT AGENDA-VOTING	
A.	<i>BUSINESS SERVICES</i>	
1.	Approval of the Meeting Minutes	
a.	Approval of the June 24, 2025 SBM Meeting Minutes	123
b.	Approval of the July 15, 2025 SBM Meeting Minutes	130
c.	Approval of the July 21, 2025 SBM Meeting Minutes	134
d.	Approval of the August 19, 2025 SBM Meeting Minutes	137
2.	Approval of the Monthly Donations	139
	Presenter: C. Pulley	
3.	Approval of the Budget Amendments	145
	Presenter: C. Pulley	
4.	Approval of Guaranteed Maximum Price (GMP) for Construction Manager-At-Risk (CMAR) Services for New Build at Northwest Early College High School (NWECHS), RFQ 2025-028, from Jordan Foster Construction in the amount of \$30,074,639.00.	146
	Presenter: Ernesto Ortiz / PROCEDEO	
5.	Approval of Guaranteed Maximum Price (GMP) for Construction Manager-At-Risk (CMAR) Services for New Built at Deanna Davenport Elementary School (DDE), RFQ 2025-02B, from LDCM Solutions, LLC in the amount of \$ 52,421,113.00.	147

	Presenter: Ernesto Ortiz / PROCEDEO	
6.	Approval of First Option to Extend Bank Depository Services, RFP 2023-10, to Wells Fargo Bank, N.C. and Adoption of Board Resolution Extending Depository Contract for Funds of Independent School Districts Under Texas Education Code, Chapter 45, Subchapter G, School District Depositories Presenter: Cristina Pulley/Veronica Campbell	148
7.	Approval of Agreement with Walsh, Gallegos, Kyle Robinson & Roalson, P.C., for Legal Services and to Provide Guidance to Canutillo ISD Special Education Department Presenter: Melissa Mena	150
B.	CURRICULUM AND INSTRUCTION	
1.	Approval of the Tuition Waivers for the 2025-2026 School Year and Transfer Update Presenter: D. Kerney	159
2.	Approval of Memorandum of Understanding between University of Texas at Austin and Canutillo ISD-Meadows Percision Math Interventions Presenter: Jesica Arellano	161
3.	Approval of the 2025-2026 Juvenile Justice Alternative Education Program (JJAEP) Interlocal Agreement with the El Paso County Juvenile Board Presenter: Monica Reyes	196
4.	Approval of the Memorandum of Understanding between Goodwill Industries of El Paso and Canutillo ISD Special Education Department for Student Education and Training, pursuant to CH (Local) Presenter: Melissa Mena, Jesica Arellano and Veronica Campbell	318
C.	HUMAN RESOURCES	
7.	EXECUTIVE SESSION To Consult with Attorney Under Sections 551.071, 551.072 and 551.074 of the Texas Government Code:	
	(A certified agenda or recording of a closed meeting is confidential and is not available to the public except by court order. A person who knowingly and without lawful authority makes a certified agenda or recording public commits a Class B misdemeanor. Any exceptions will be communicated in accordance with applicable policies and regulations)	
A.	Discussion with administration regarding the potential sale of district-owned property located at 7311 Bosque Rd. Canutillo, TX 79835 to El Paso County. Presenter: Oscar Rico	
B.	Discussion with administration regarding the potential sale of district-owned property located adjacent/to 7000 Fifth St., Canutillo, Texas 79935. Presenter: Oscar Rico	
8.	NEW BUSINESS (continued); OTHER	
A.	Discussion and Possible Action Regarding the Potential Sale of District Owned Property Located at 7311 Bosque Rd. Canutillo, TX 79835 to El Paso County. Presenter: Oscar Rico	

- B. Discussion and possible action regarding the potential sale of district-owned property located adjacent to 7000 Fifth St., Canutillo, Texas 79935.

Presenter: Oscar Rico

9. **ADJOURNMENT**

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

(A certified agenda or recording of a closed meeting is confidential and is not available to the public except by court order. A person who knowingly and without lawful authority makes a certified agenda or recording public commits a Class B misdemeanor. Any exceptions will be communicated in accordance with applicable policies and regulations)

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Mission

We provide Equitable Opportunities to ensure our future-ready students are empowered to Explore, Learn, Grow and Excel.

Vision

LEAD today. IMPACT tomorrow.

#VivaCanutillo

CANUTILLO A Premier District

Property Tax Rate Adoption Public Hearing

Fiscal Year 2025-2026

September 29, 2025



Top 10 Taxpayers

2024	2025
Tenet Hospitals Limited	Tenet Hospitals Limited
El Paso Outlet Center CMBS LLC	El Paso Outlet Center CMBS LLC
BCORE NW Corp Center Owner LP	El Paso Electric Co
El Paso Behavioral Hospital LLC	EP Transmountain Residential LLC
ROP (River Oaks Properties) Artcraft LLC	El Paso Behavioral Hospital LLC
Schneider Electric USA Inc	Coleman Cable Inc
Wal-Mart Stores Inc	Wal-Mart Stores Inc
El Paso Electric Co	Schneider Electric USA Inc
Coleman Cable Inc	1776 Cimarron Square LLC
1776 Cimarron Square LLC	ROP (River Oaks Properties) Artcraft LLC



M&O Compressed Voter Approved Tax Rate Calculation

	2024 Tax Year FY2025 Revenue	2025 Tax Year FY2026 Revenue
Maximum Compressed Tax Rate <i>(Set by TEA)</i>	\$0.6169	\$0.6142
Tier 2 (Golden Pennies)	\$0.0800	\$0.0800
Tier 3 (Copper Pennies)	\$0.0583	\$0.0583
Tax Rate	\$0.7552	\$0.7525

Reduction of \$0.0027



Calculated Tax Rate

2025 **Certified** Property Values - **\$3,727,511,600**
Net Taxable Levy

▶ Maintenance and Operations (M & O)

Projected Revenue for Operating Costs (Certified Values / \$100 X \$0.7525X 98.5%*)	\$ 27,628,782
Proposed M & O Rate Per \$100 Valuation	\$ 0.7525

▶ Debt Service (I & S)

Debt Service Amount (to be paid from property taxes) (Certified Values / \$100 X \$0.40 X 98.5%*)	\$ 14,686,396
Debt Service Tax Rate Per \$100 Valuation	\$ 0.4000

*Projected Revenue at 98.5% Collection Rate

Voter Approved Tax Rate \$1.1525

Impact of Tax Rates on Average Homeowner

	2024	2025	
	Value After CAP	Value After CAP	Change
Avg. Appraised Value	\$ 282,482	\$ 306,888	\$ 24,406
Homestead Exemption	<u>(100,000)</u>	<u>(140,000)</u>	<u>(40,000)</u>
Taxable Value	\$ 182,482	\$ 166,888	\$ (15,594)
Tax Rate Per \$100 Valuation	\$ 1.1552	\$ 1.1525	\$ (0.0027)
Property Tax Levied	\$ 2,108.03	\$ 1,923.38	\$ (184.65)
Average Percent Increase in Appraised Values = 8.64%			
Average Percent Decrease in Tax Levied = (8.76%)			

Board Questions and Public Comment



MOTION:

To Adopt the 2025-2026 Property Tax Rate

Tax Rate Resolution

- ❖ Maintenance & Operation Rate- \$0.7525
- ❖ Interest & Sinking Rate - \$0.40000
- ❖ Total Tax Rate \$1.1525

**CANUTILLO INDEPENDENT SCHOOL DISTRICT
RESOLUTION TO SET TAX RATE
FOR 2025-2026**

RECITALS

The School District has adopted a fiscal year commencing July 1 and ending June 30.

The School District has received the certified taxable property value within the School District from the El Paso Central Appraisal District.

The Board of Trustees has published the Notice of Public Meeting to Discuss the Proposed Budget and Tax Rate as required by Section 44.004, Texas Education Code.

The Board of Trustees has conducted a public meeting on the proposed tax rate on September 29, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Canutillo Independent School District as follows hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2025 at a total tax rate of \$1.1525, to be assessed and collected by the duly specified assessor and collector as follows:

\$0.7525 for the purpose of maintenance and operations, and

\$0.4000 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 11.44 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$114.45.

Adopted this 29th day of September, 2025, by the Board of Trustees.

Armando Rodriguez, President

Cindy Zuniga, Secretary

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

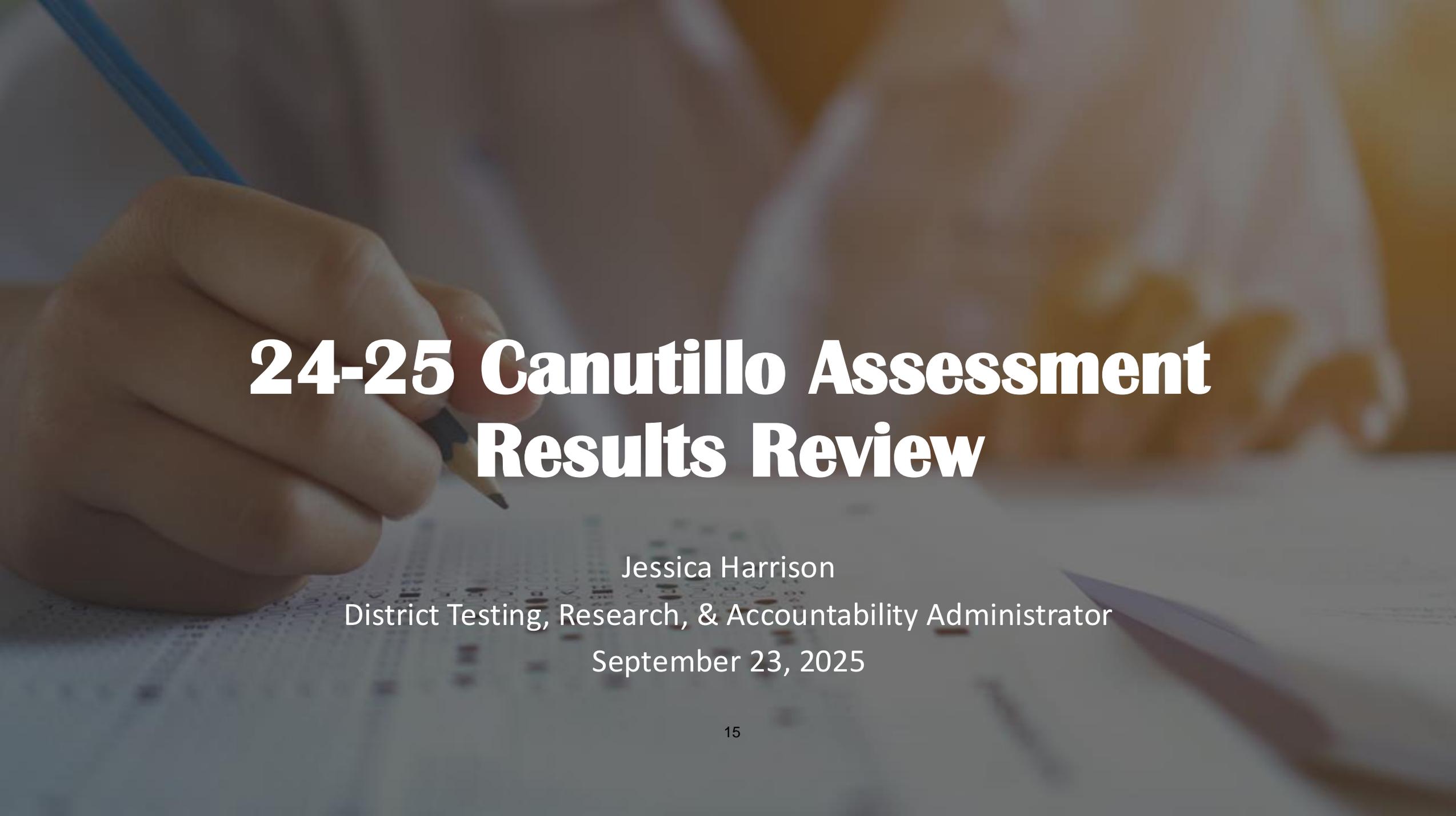
REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





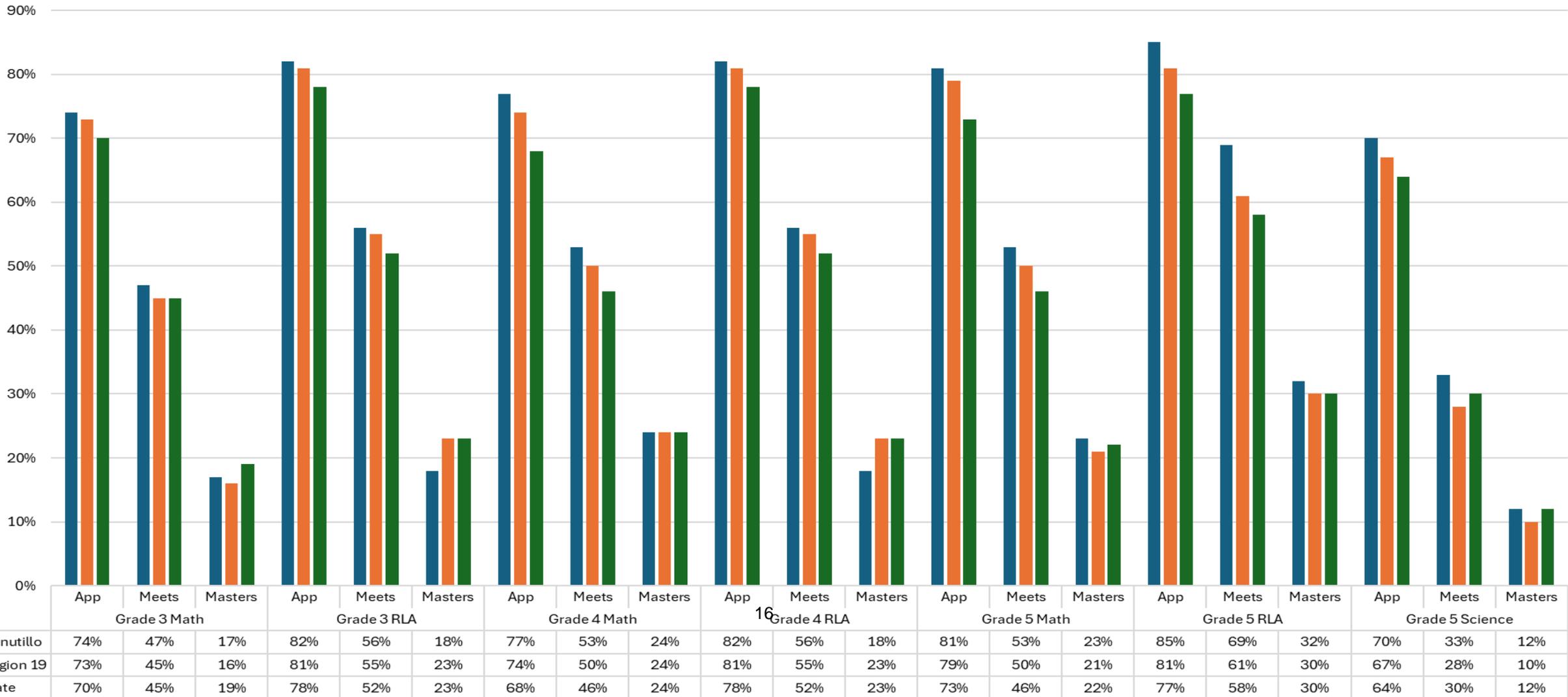
24-25 Canutillo Assessment Results Review

Jessica Harrison

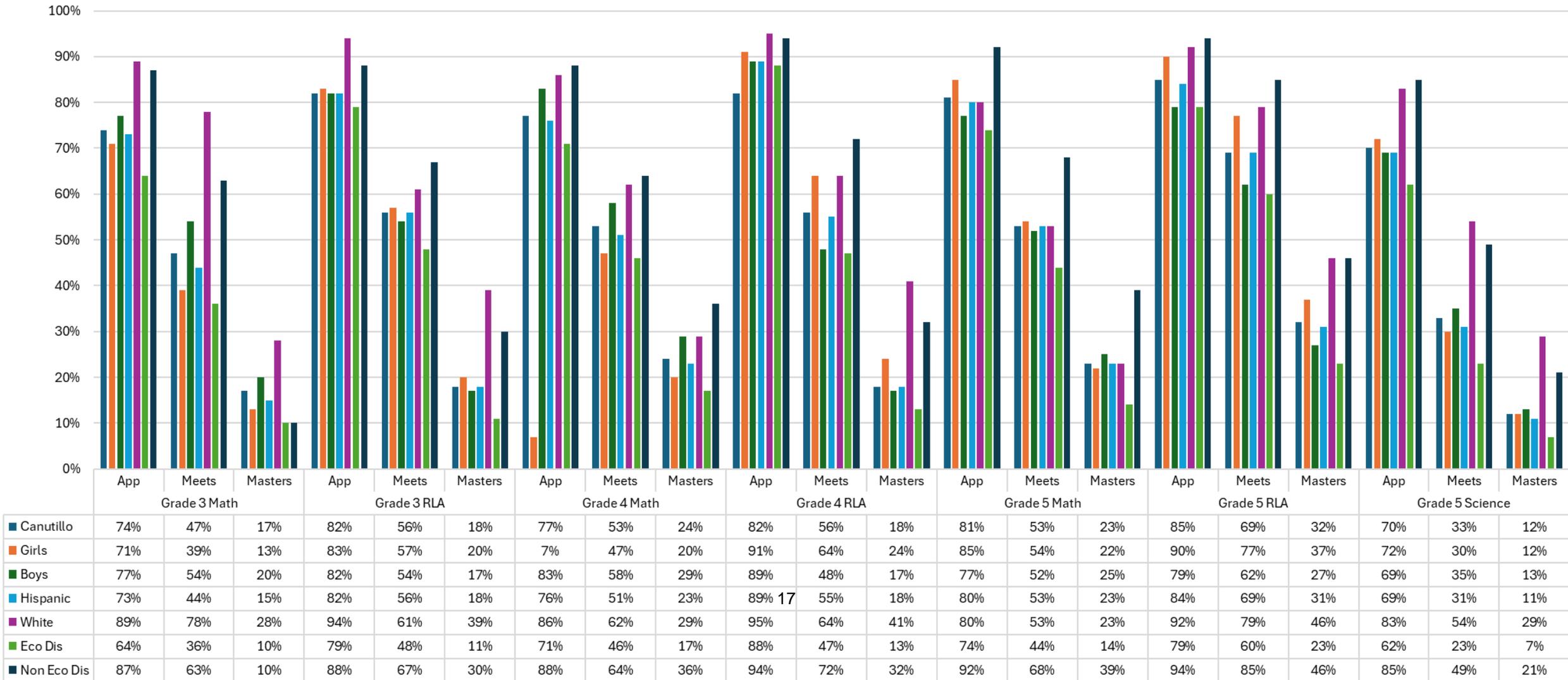
District Testing, Research, & Accountability Administrator

September 23, 2025

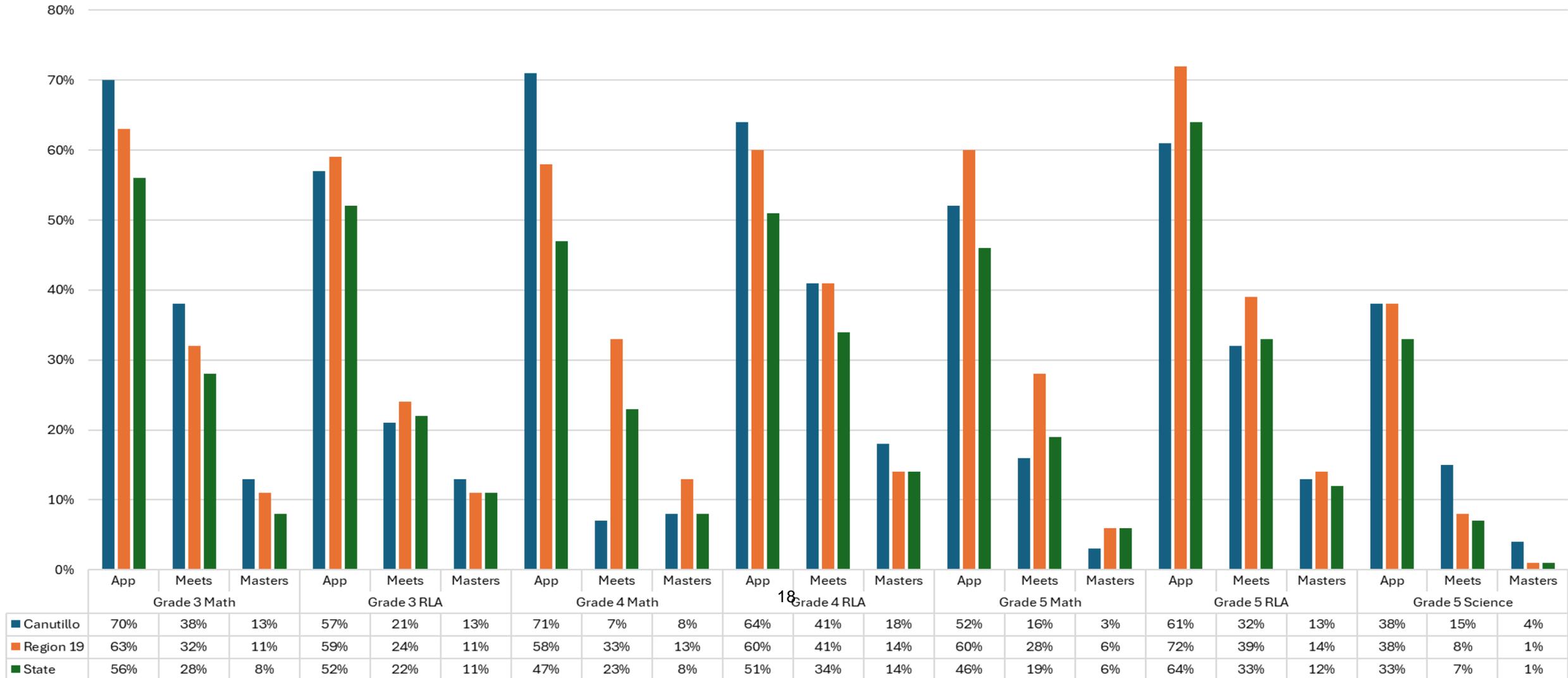
Elementary School STAAR 3-8 Performance Summary



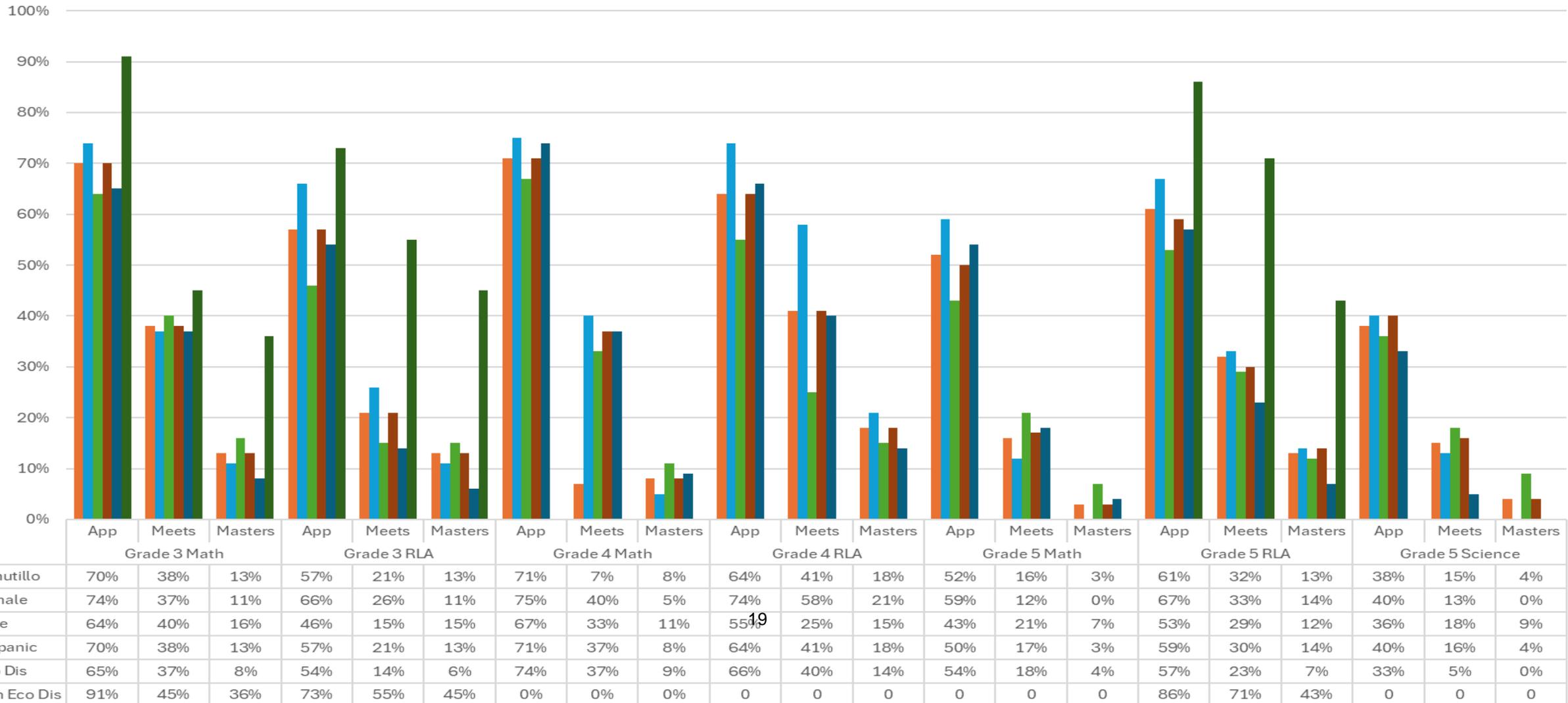
Elementary School STAAR 3-8 Performance Disaggregated



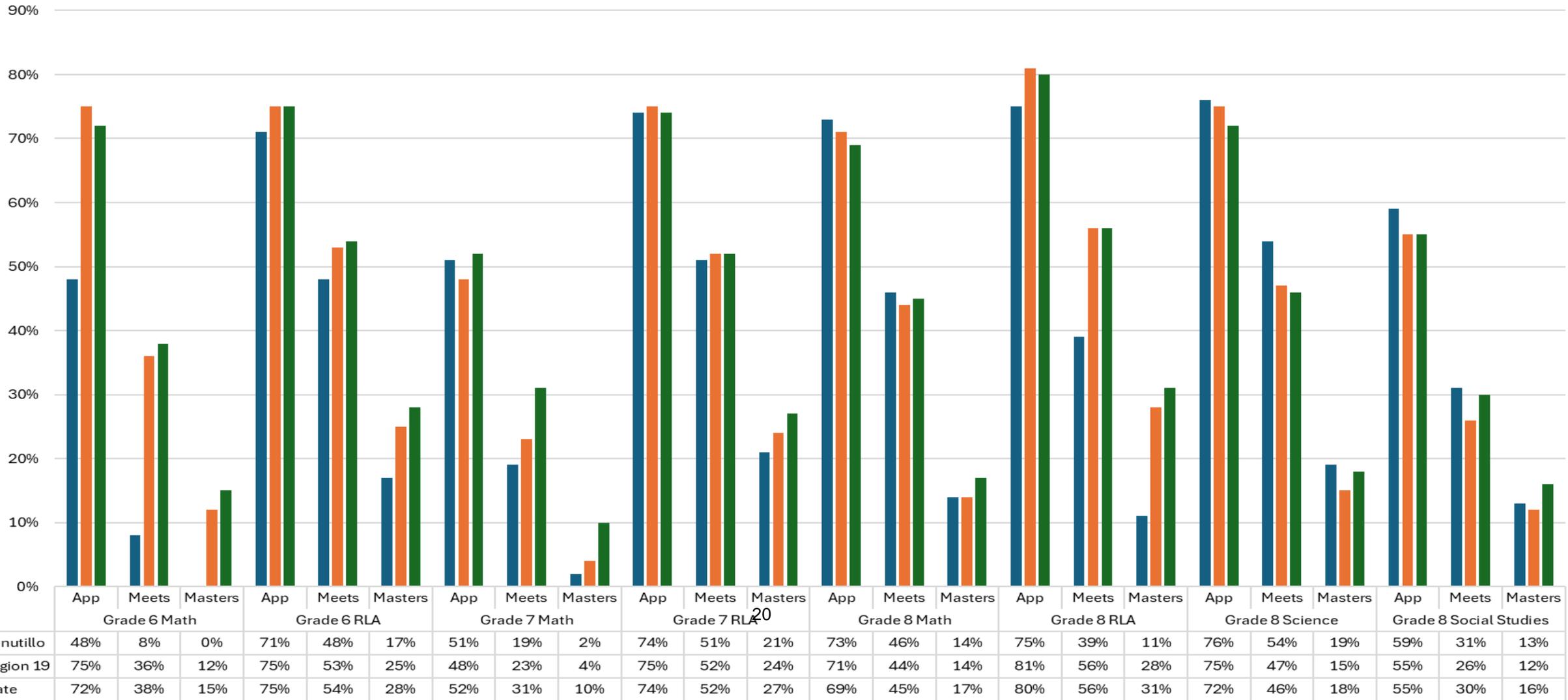
Elementary School STAAR-Spanish 3-8 Performance Summary



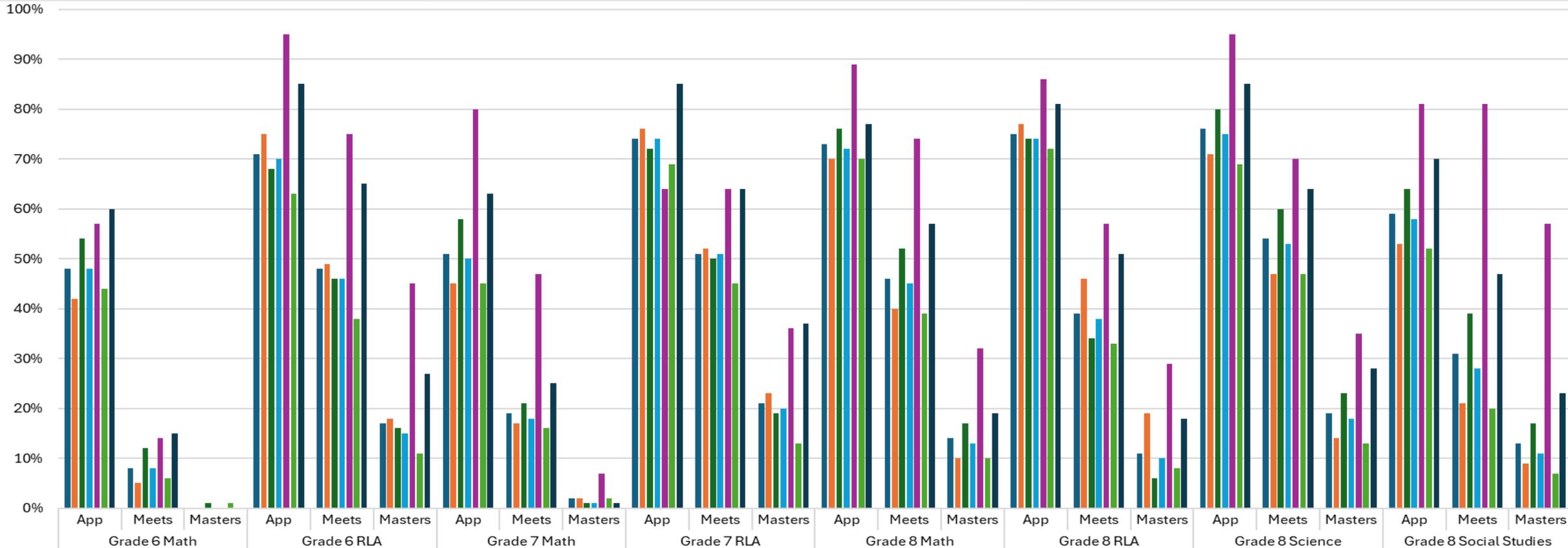
Elementary School STAAR-Spanish 3-8 Performance Disaggregated



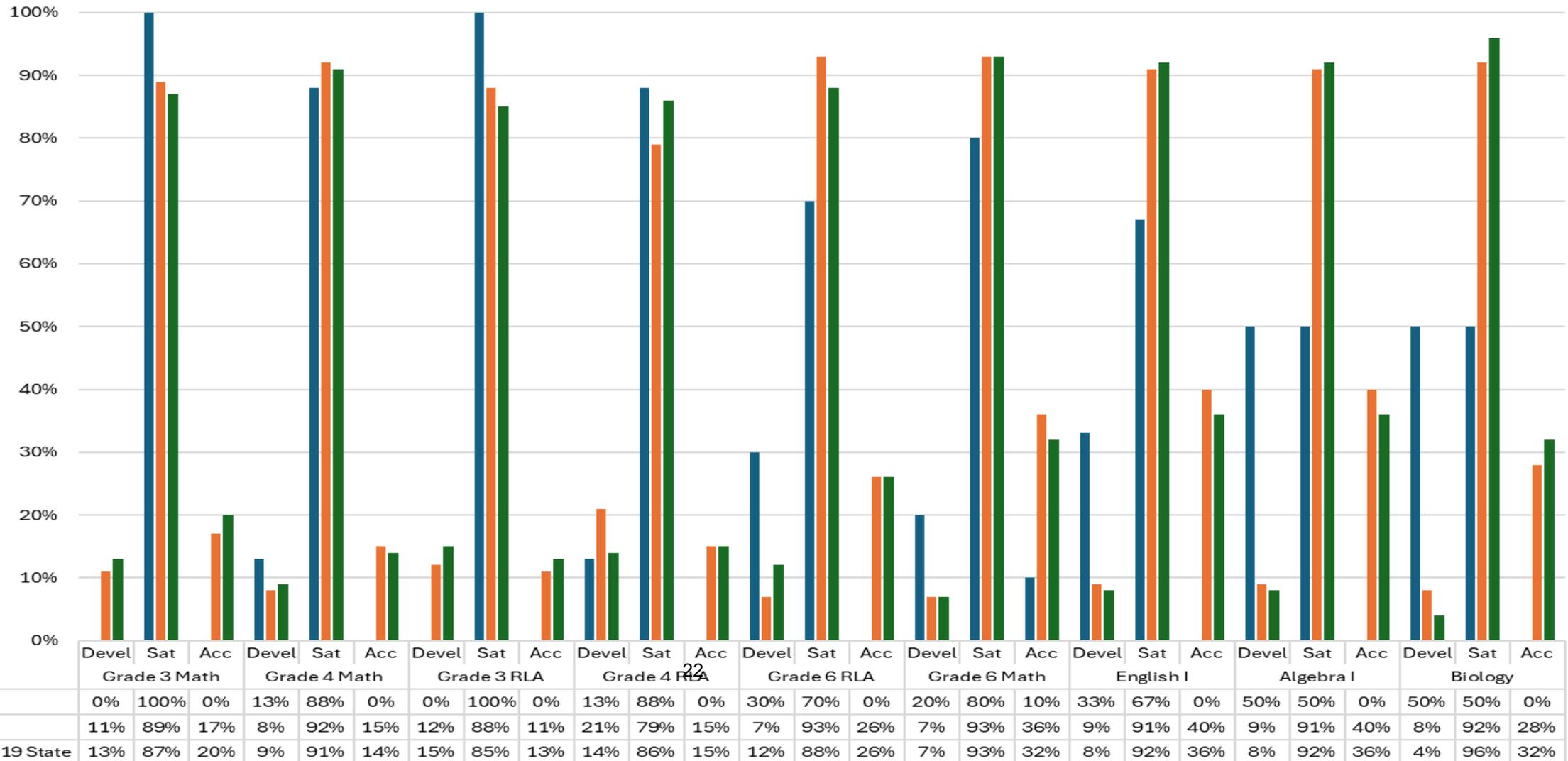
Middle School STAAR 3-8 Performance Summary



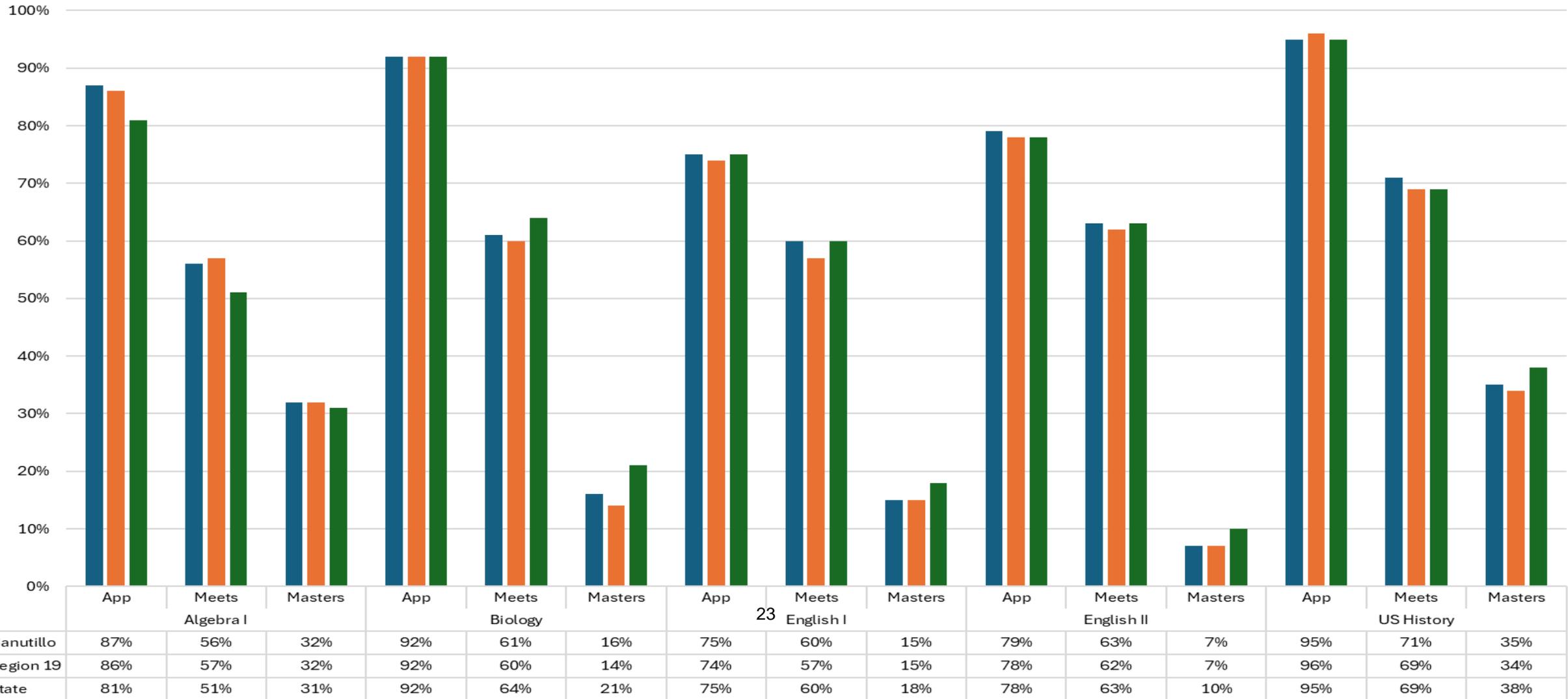
Middle School STAAR 3-8 Performance Disaggregated



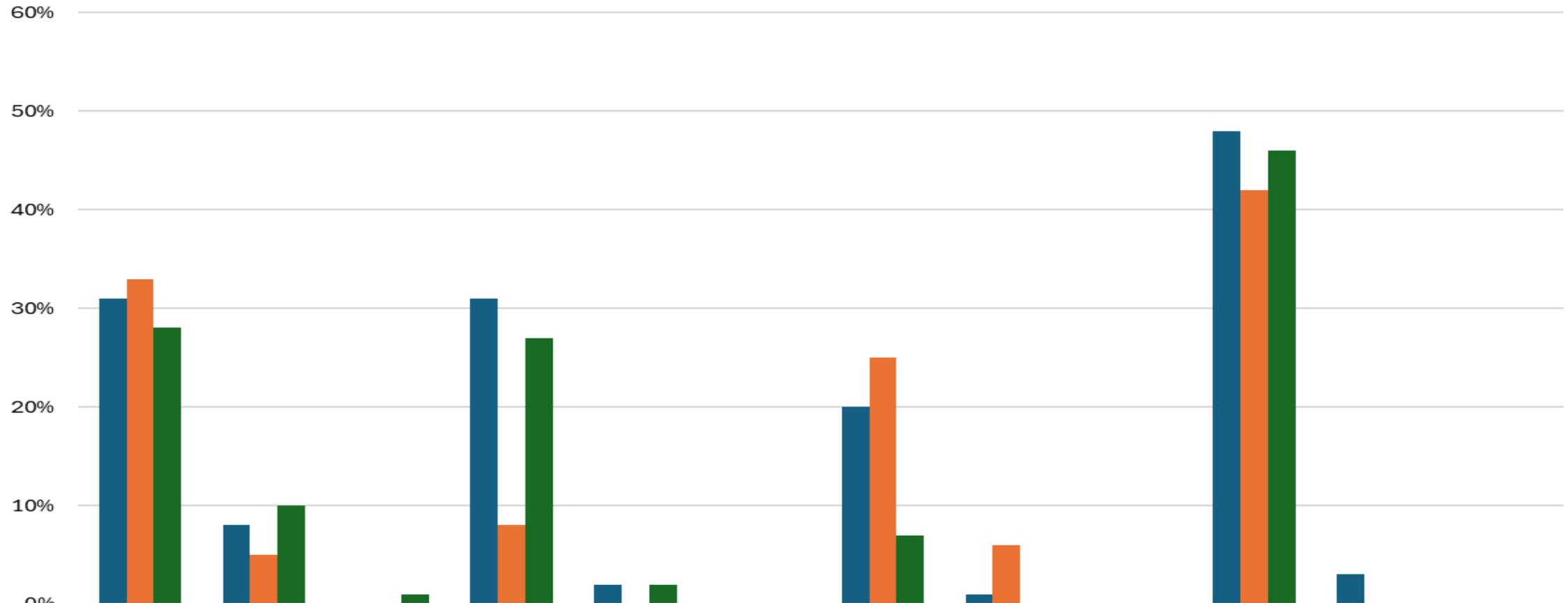
STAAR ALTERNATE 3 - 8 Academic Performance Summary



District STAAR EOC Performance Summary- Spring 2025

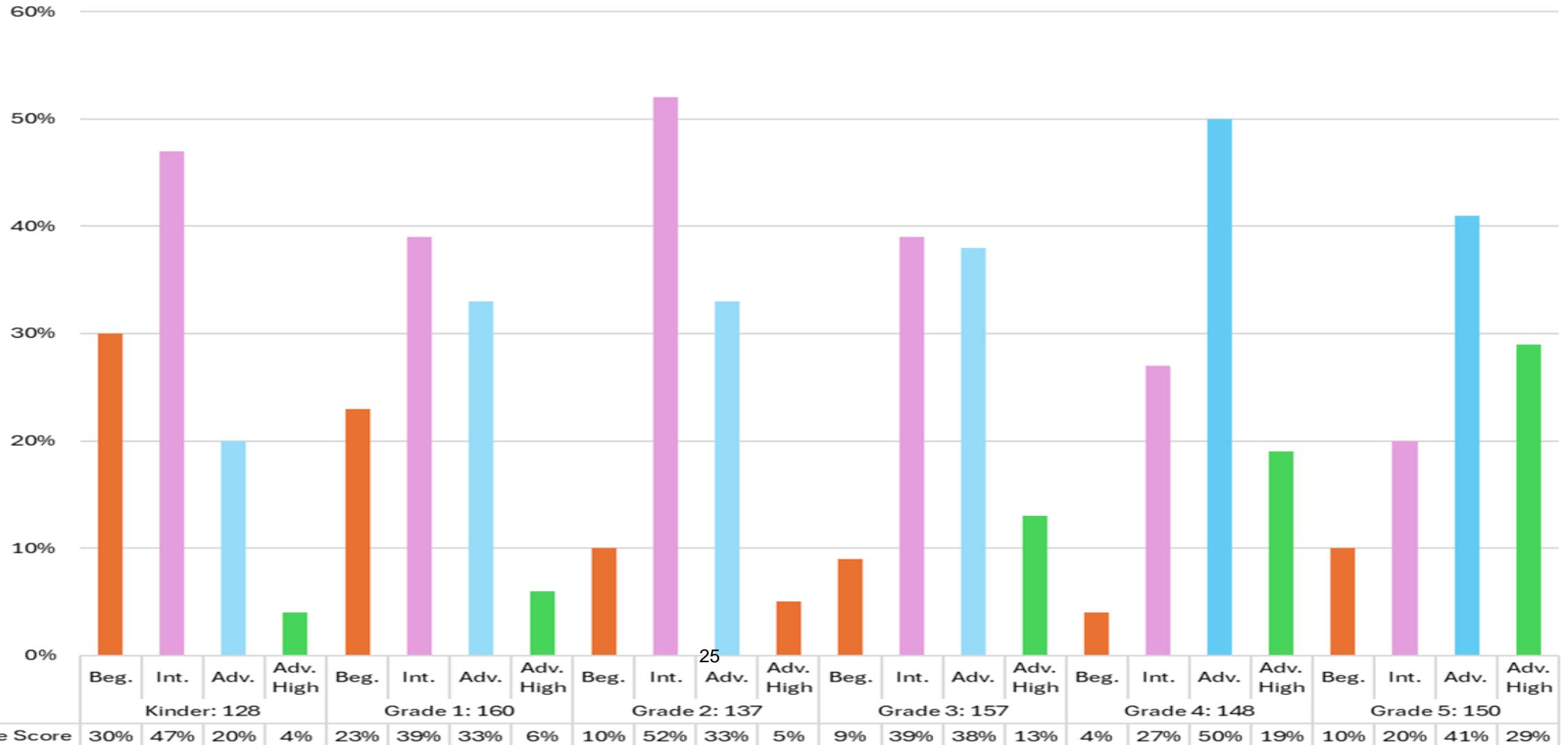


District STAAR EOC Performance Summary- Retesters

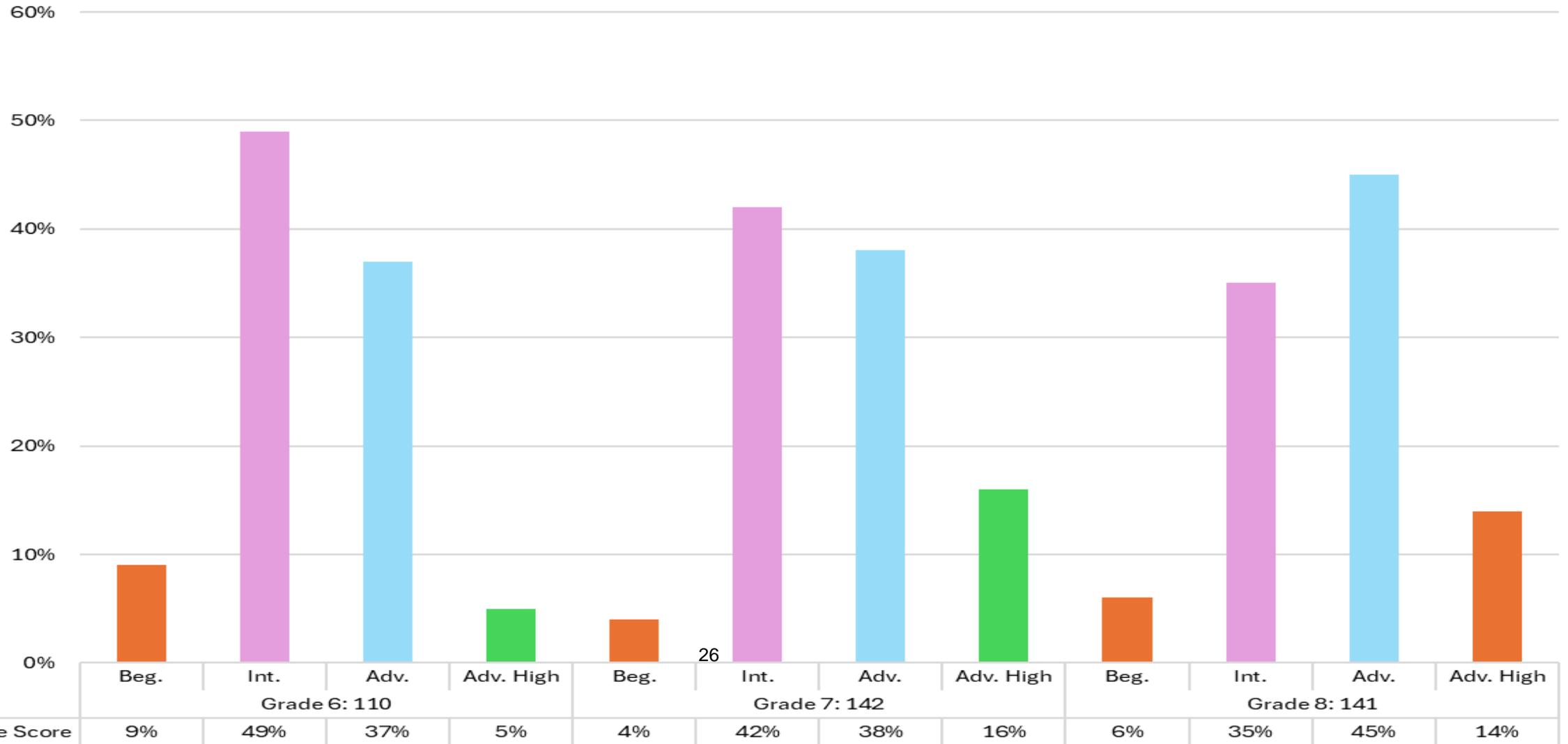


	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters
	English I			Algebra I			English II			Biology		
Canutillo Fall	31%	8%	0%	31%	2%	0%	20%	1%	0%	48%	3%	0%
Canutillo Spring	33%	5%	0%	8%	0%	0%	25%	6%	0%	42%	0%	0%
Canutillo Summer	28%	10%	1%	27%	2%	0%	7%	0%	0%	46%	0%	0%

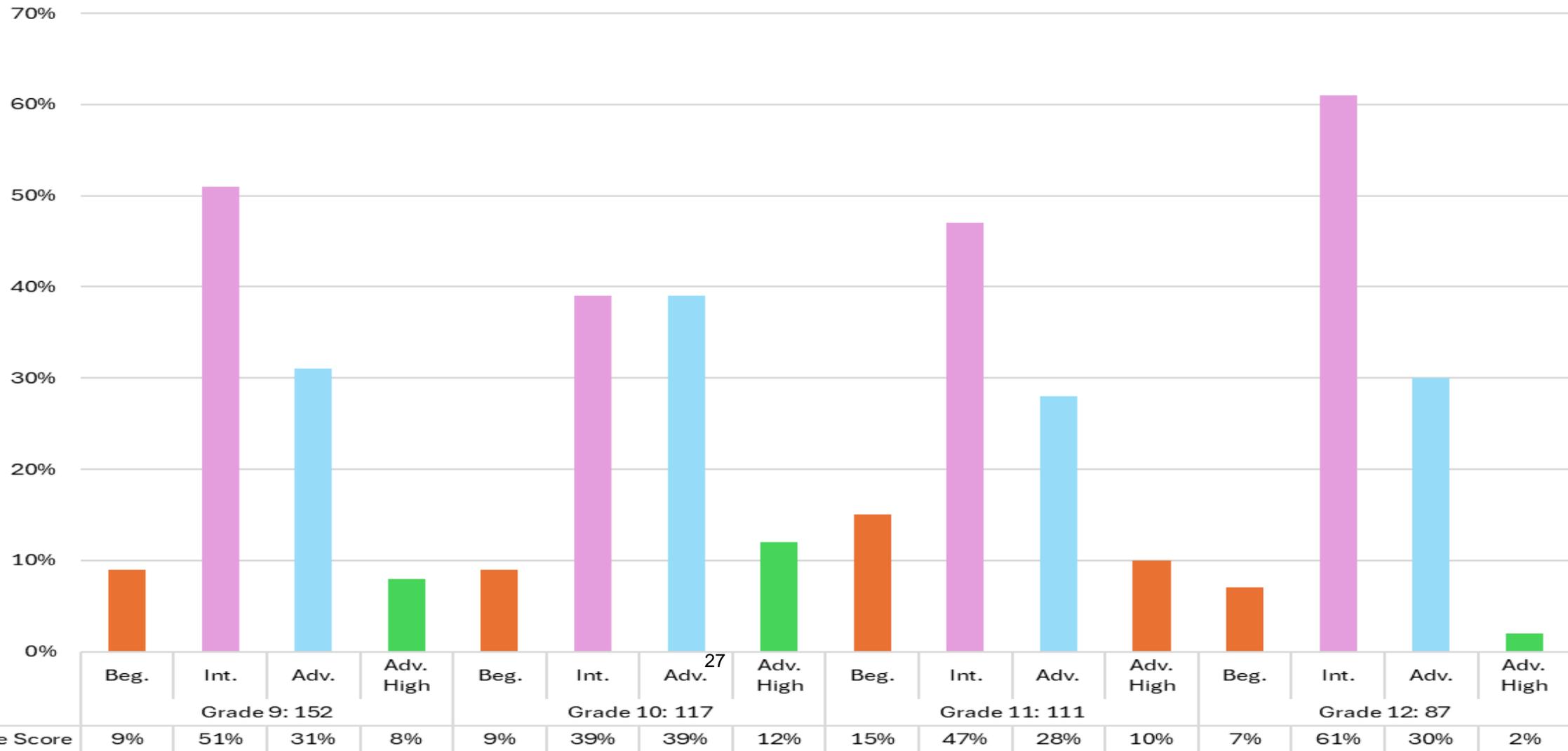
District TELPAS Composite Scores: K-5



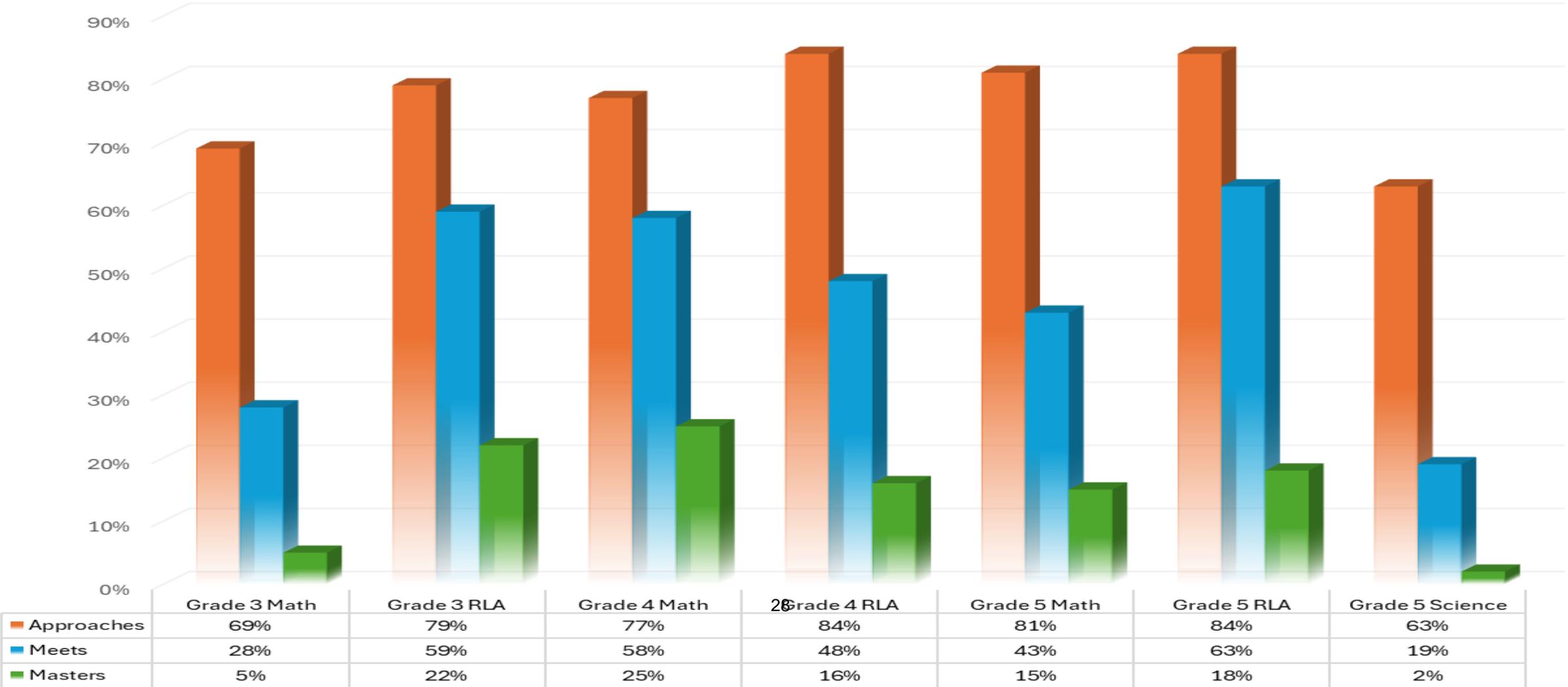
District TELPAS Composite Scores: 6-8



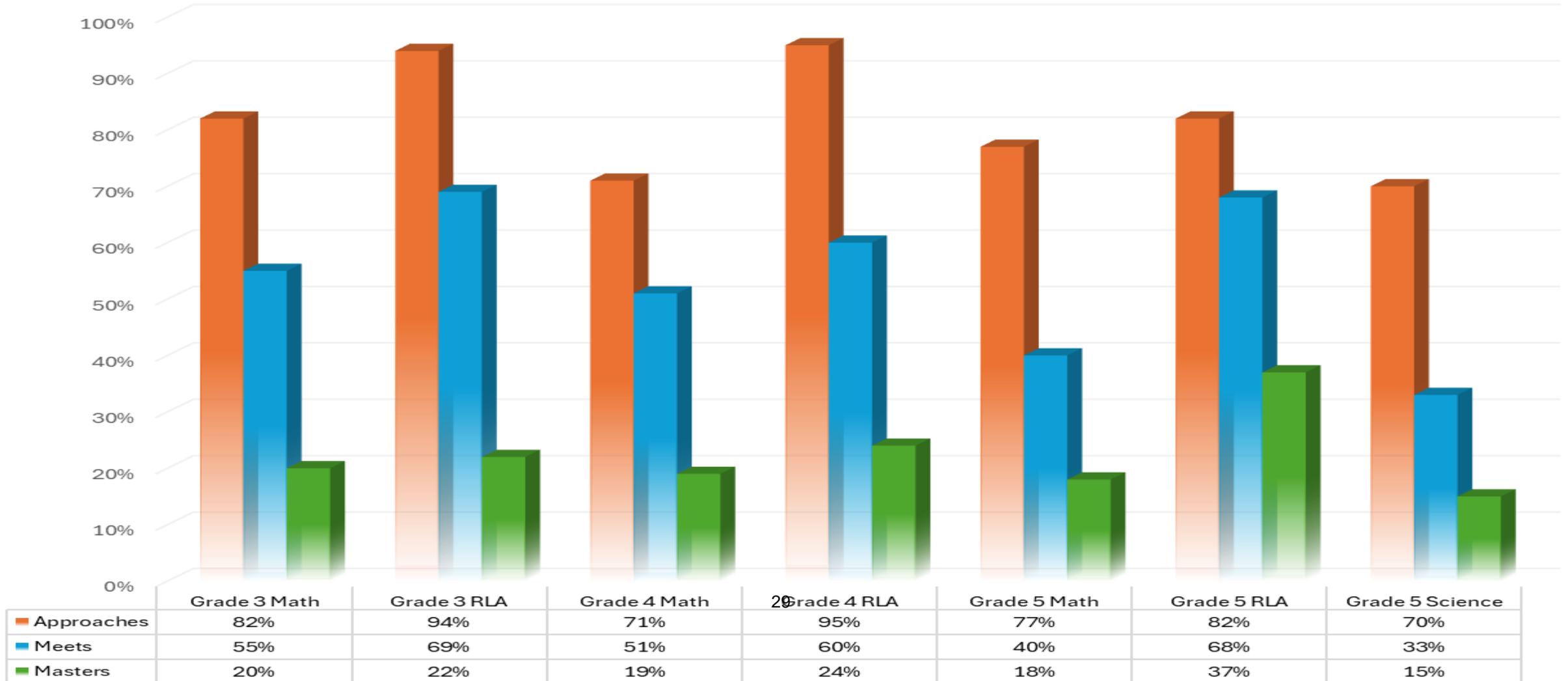
District TELPAS Composite Scores: 9-12



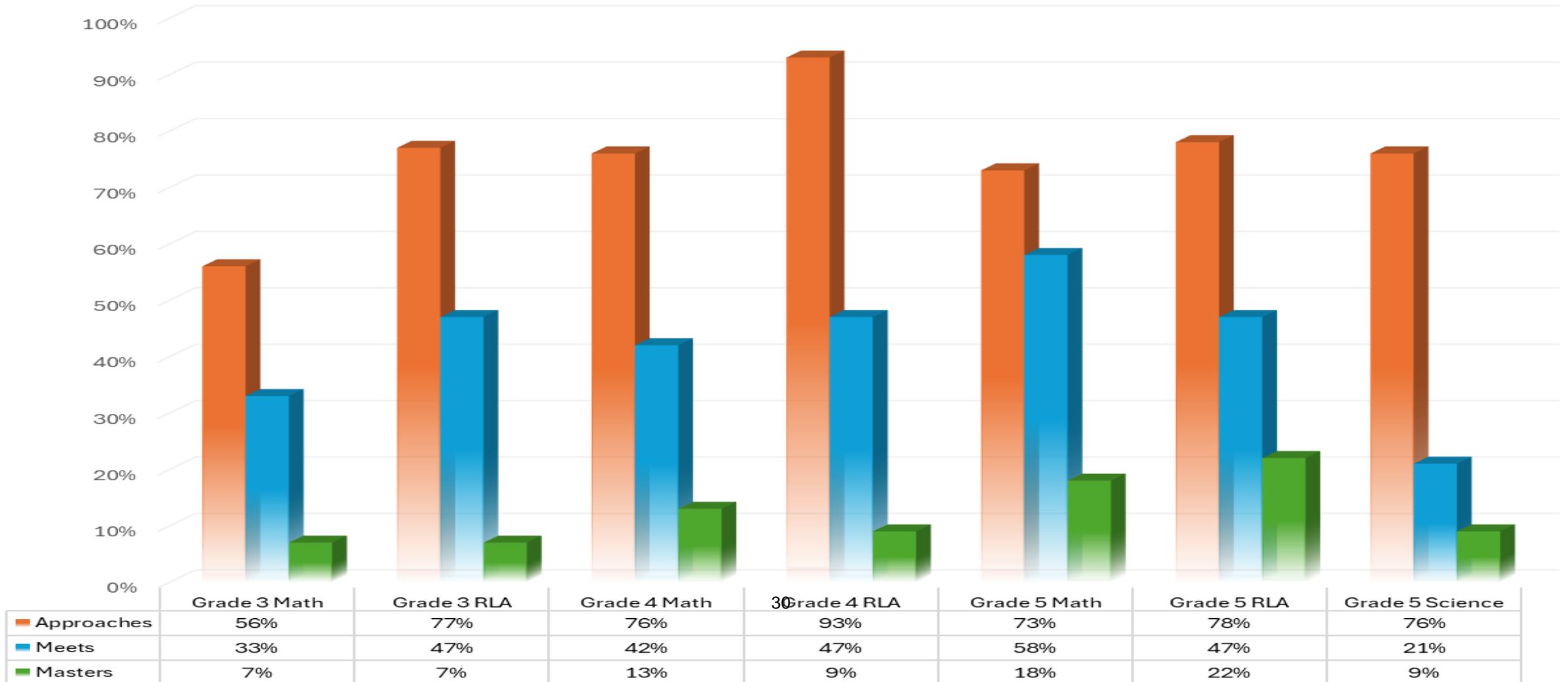
Campus Academic Performance Summary: Bill Childress ES



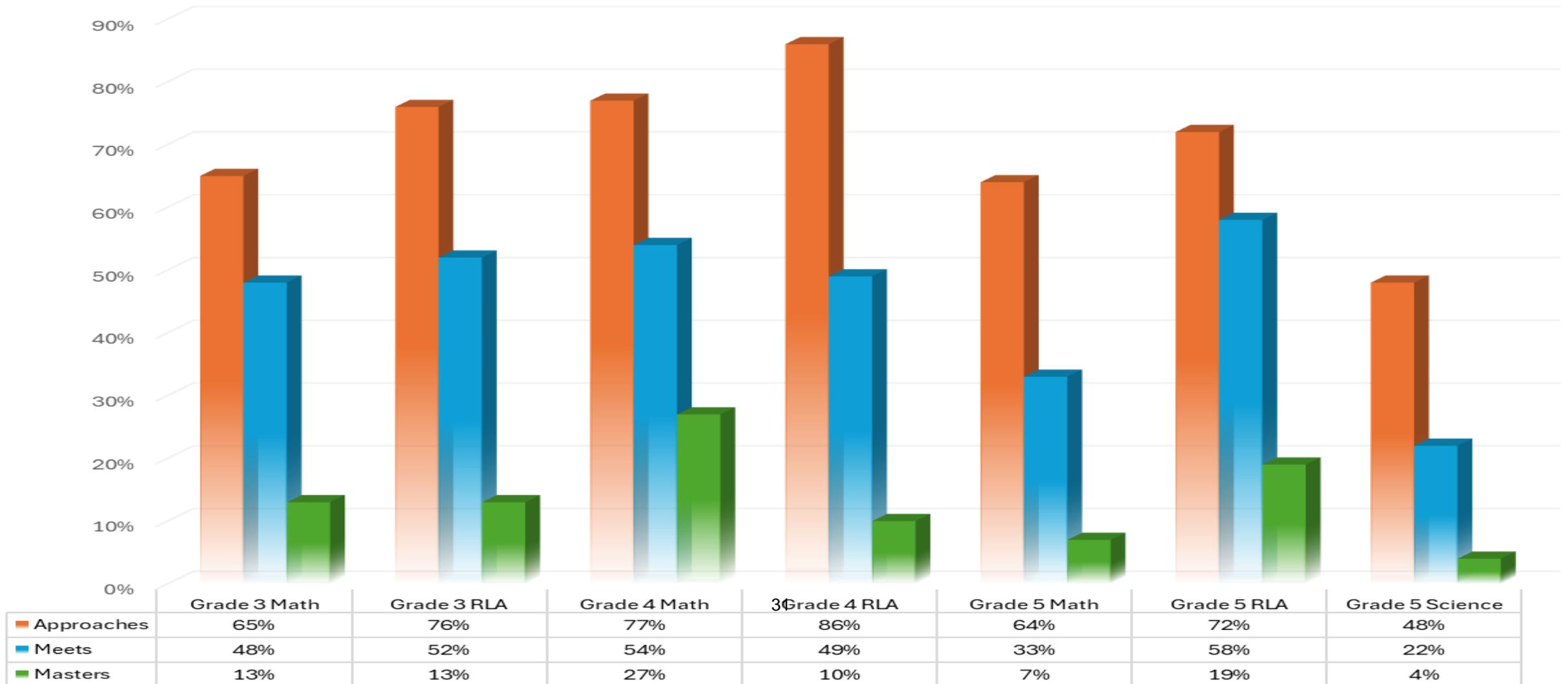
Campus Academic Performance Summary: Canutillo ES



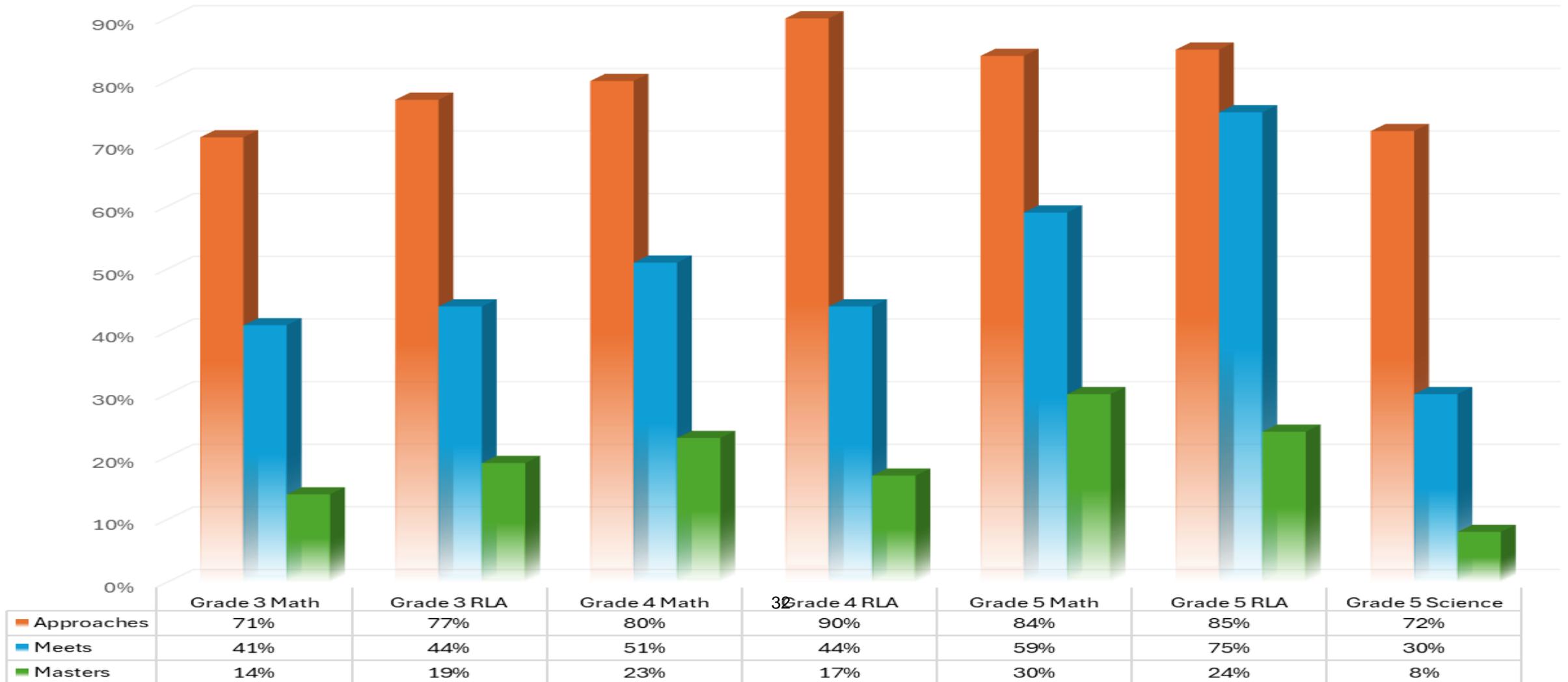
Campus Academic Performance Summary: Davenport ES



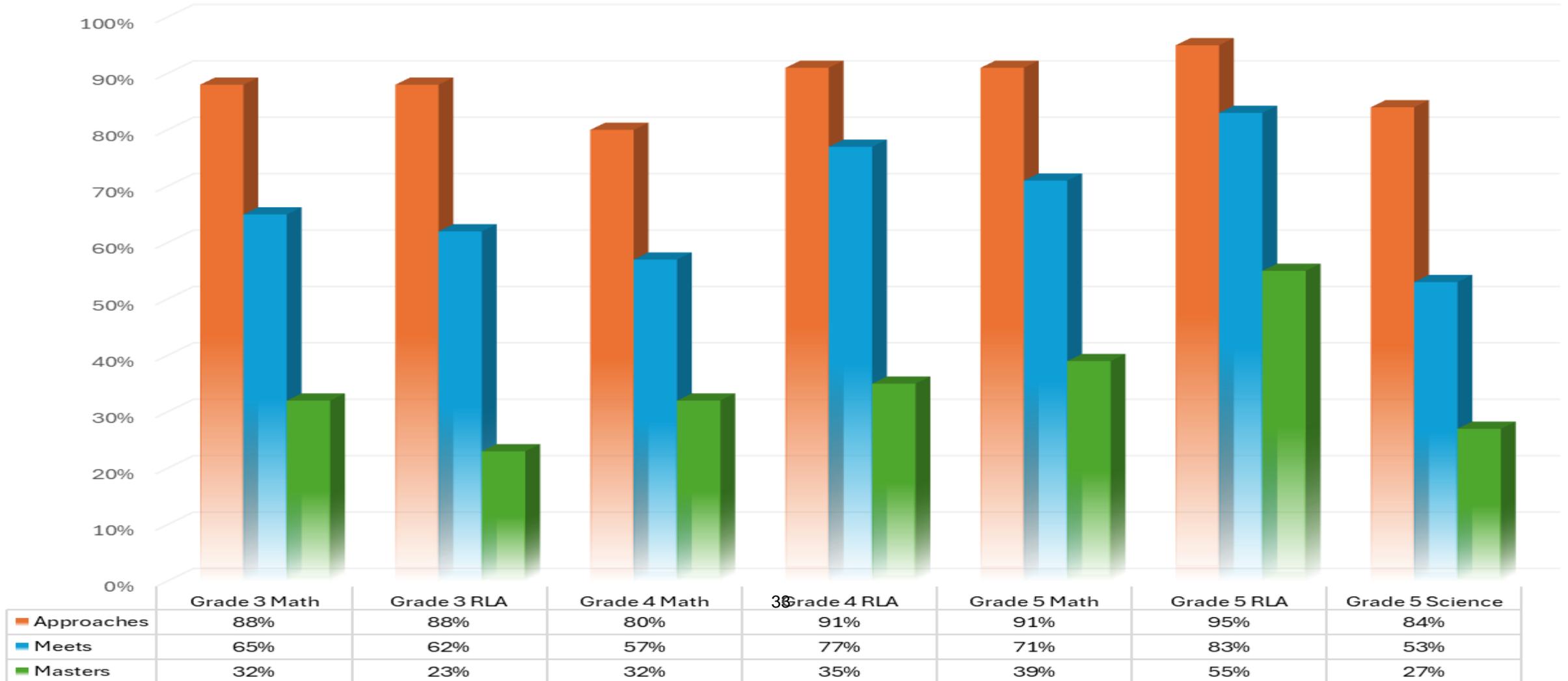
Campus Academic Performance Summary: Garcia ES



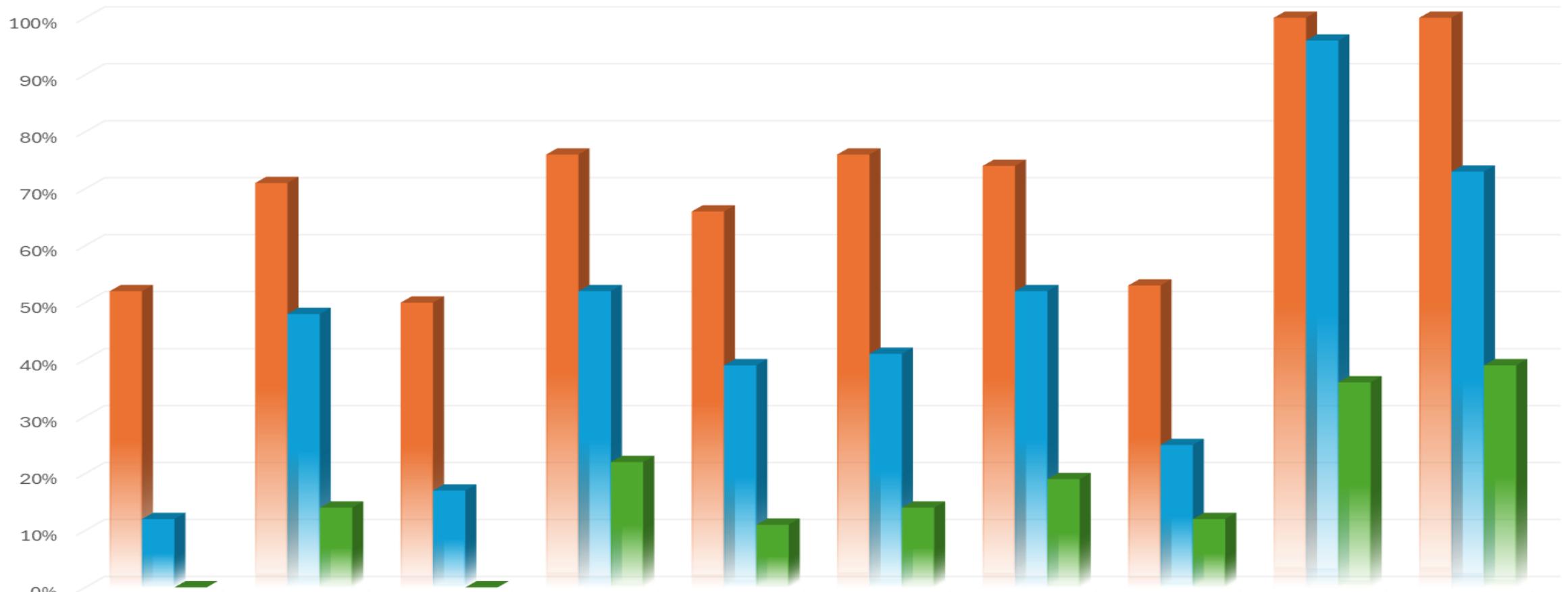
Campus Academic Performance Summary: Damian ES



Campus Academic Performance Summary: Reyes ES

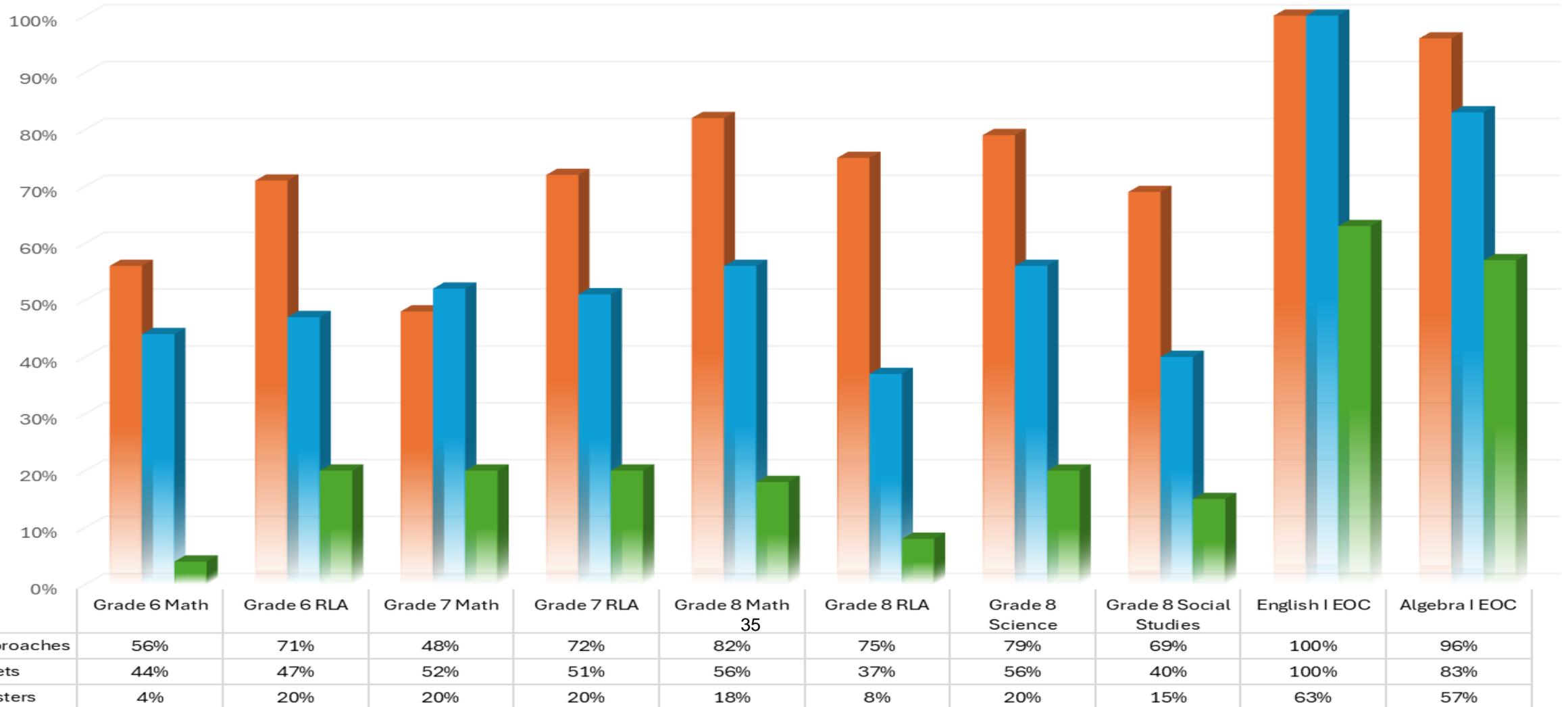


Campus Academic Performance Summary: Canutillo MS

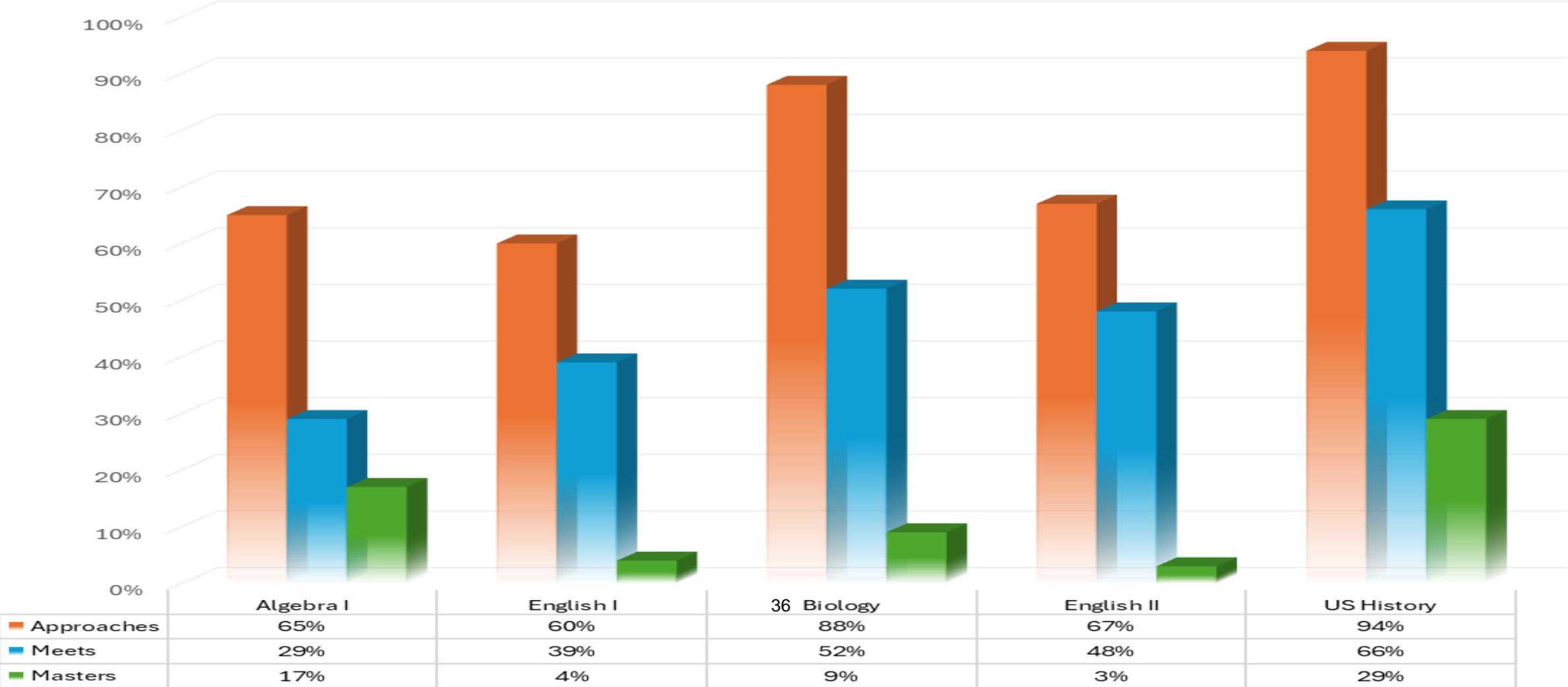


Approaches	52%	71%	50%	76%	66%	76%	74%	53%	100%	100%
Meets	12%	48%	17%	52%	39%	41%	52%	25%	96%	73%
Masters	0%	14%	0%	22%	11%	14%	19%	12%	36%	39%

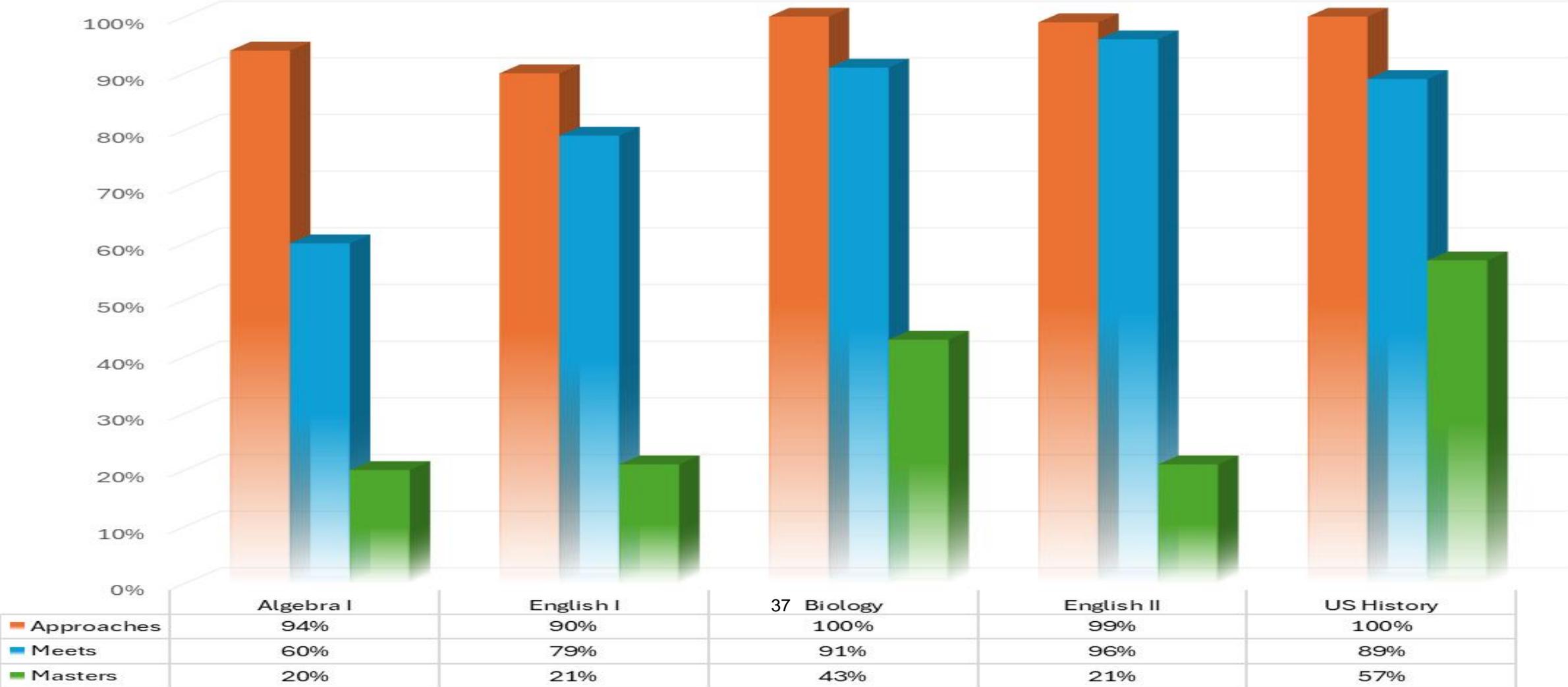
Campus Academic Performance Summary: Alderete MS



Campus Academic Performance Summary: Canutillo HS



Campus Academic Performance Summary: Northwest ECHS



2025 District Accountability Rating

			Domain I:		Domain II: SCHOOL PROGRESS				Domain III:	
	Overall		Student Achievement		Academic Growth		Relative Performance		Closing the Gaps	
	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Canutillo ISD 2025	C	78	C	77	C	73	C	79	C	75
Canutillo ISD 2024	B	80	C	78	C	70	B	81	C	77

2025 Elementary School Ratings

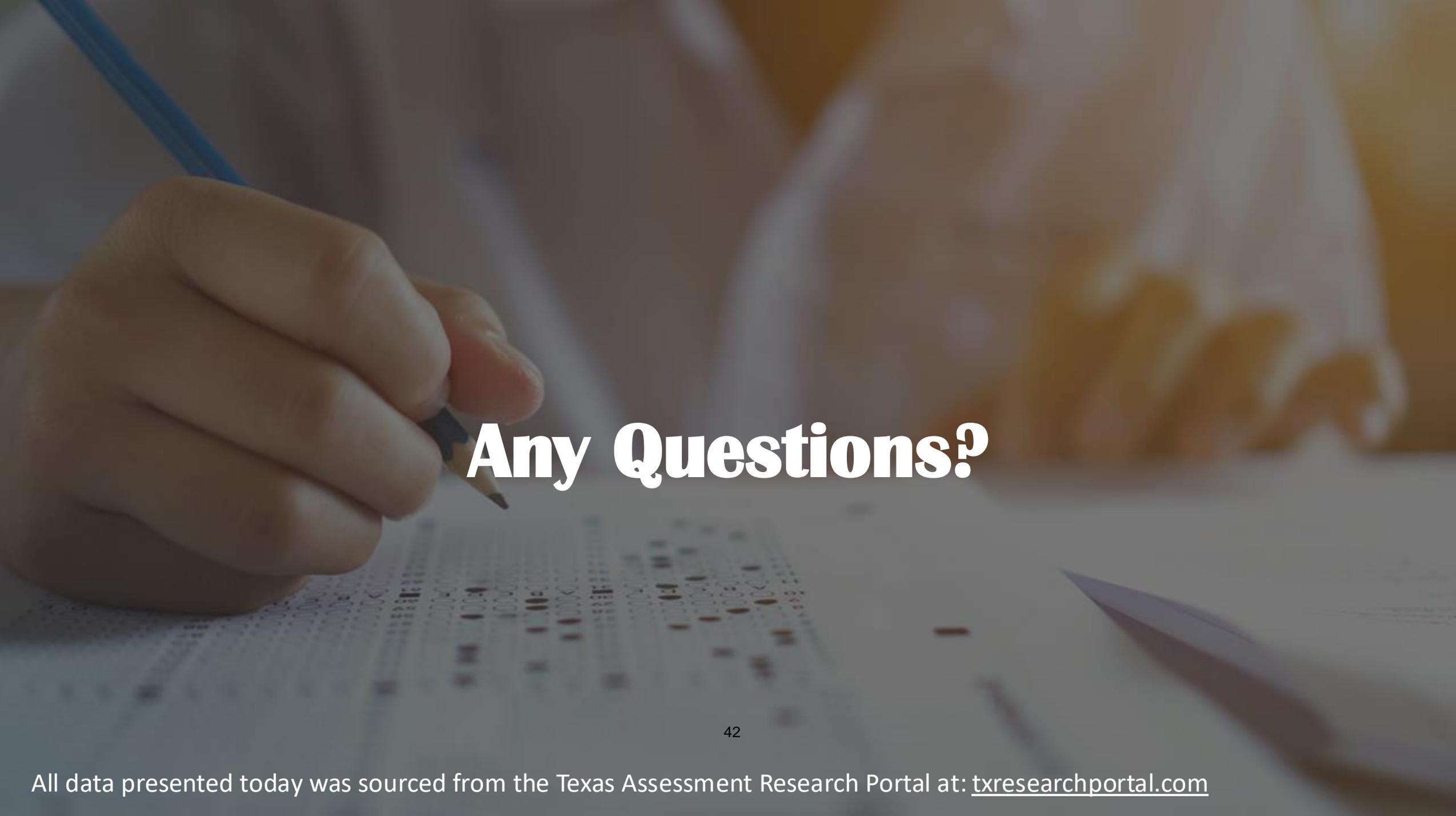
School	Overall		Student Achievement		SCHOOL PROGRESS				Closing the Gaps	
	Rating	Score	Rating	Score	Academic Growth	Relative Performance	Rating	Score	Rating	Score
	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
BCE 2025	B	82	C	73	B	82	C	79	B	83
BCE 2024	C	75	C	72	D	62	C	77	C	71
CES 2025	B	85	C	77	B	81	B	85	B	86
CES 2024	B	83	C	77	D	60	B	85	C	77
DDE 2025	A	93	C	71	A	95	C	77	B	88
DDE 2024	D	69	F	59	D	69	D	65	D	68
GES 2025	B	82	C	72	B	80	C	72	B	86
GES 2024	B	80	C	74	C	79	C	74	B	82
JDE 2025	B	84	C	77	B	82	B	82	B	87
JDE 2024	B	80	C	75	C	74	B	80	C	79
RES 2025	A	92	A	91	A	92	B	84	A	93
RES 2024	B	84	B	86	B	80	C	77	C	79

2025 Middle School Ratings

					SCHOOL PROGRESS					
	Overall		Student Achievement		Academic Growth		Relative Performance		Closing the Gaps	
	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
CMS 2025	C	72	C	73	D	64	C	72	C	71
CMS 2024	C	78	C	75	D	67	B	80	C	73
AMS 2025	B	81	C	77	C	70	B	83	C	76
AMS 2024	B	85	B	80	⁴⁰ C	76	B	87	B	81

2025 High School Ratings

					SCHOOL PROGRESS					
	Overall		Student Achievement		Academic Growth		Relative Performance		Closing the Gaps	
	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Canutillo HS 2025	C	71	C	72	D	64	C	75	D	60
Canutillo HS 2024	C	77	C	76	D	65	B	80	C	71
Northwest ECHS 2025	A	97	A	97	B	85	A	97	A	98
Northwest ECHS 2024	A	98	A	97	B ₄₁	86	A	97	A	100

A hand holding a blue pencil is positioned over a document. The document contains a table with multiple columns and rows of data, including numerical values and text. The background is slightly blurred, showing a white surface and a yellow object. The text "Any Questions?" is overlaid in white, bold font.

Any Questions?

Canutillo Independent School District

Board Presentation
September 23rd, 2025



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Gallagher

Insurance | Risk Management | Consulting

Financial Summary

Year over Year Plan Comparison

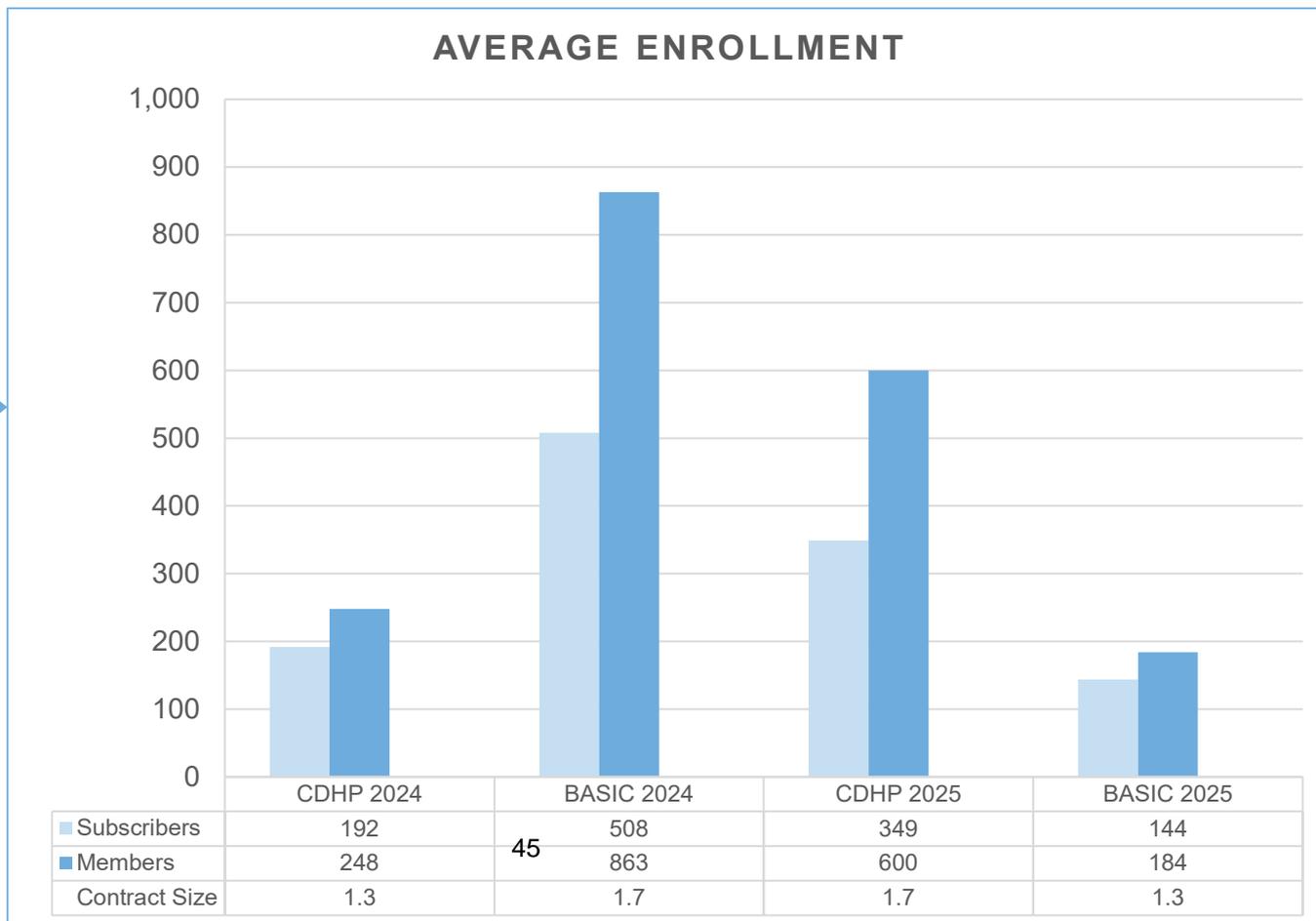
	Jan 2024 – Dec 2024	Jan 2025 – July 2025
Average Subscribers	711	506
Average Membership	1,123	808
PEPM Claims + Fixed Cost	\$1,019.35	\$884.86
Medical Paid Claims	\$6,102,262	\$1,997,593
Pharmacy Paid Claims	\$2,638,240	\$1,042,925
BCBSTX Runout Claims	-	\$165,845
Access Fees	\$8,739	-
Claim Wire Fees		\$14,104
Stop Loss Reimbursement	(\$1,878,561)	(\$88,077)
Total Net Claim Payments	\$6,870,680	\$3,132,390
Total Plan Cost (Net claim + fixed costs)	\$8,700,113	\$3,750,262
Employer Cost (after Employee Contributions)	44 \$7,282,184	\$2,794,920

Financial Reporting

Enrollment Per Plan

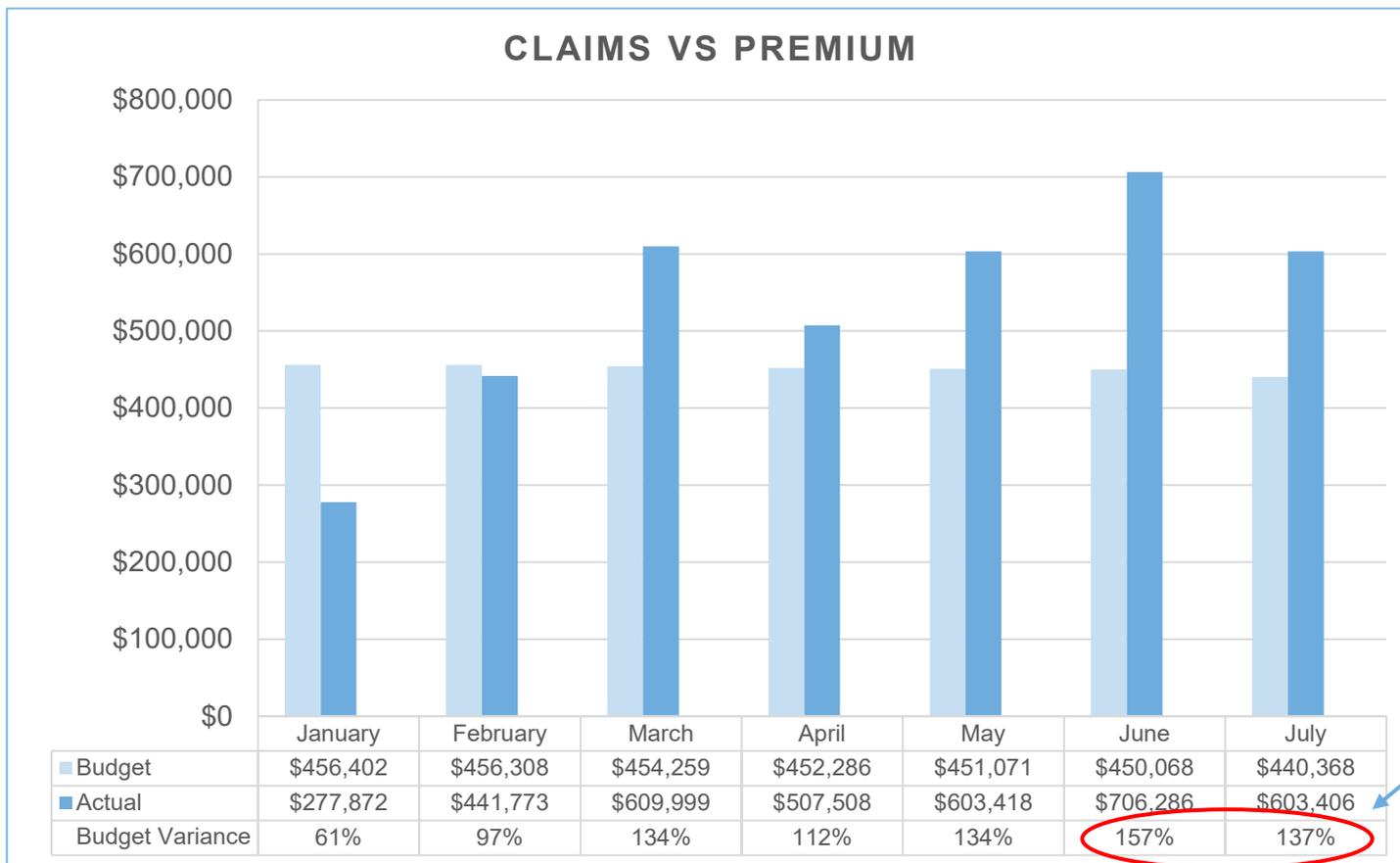
Based on data from the following time-period: Jan 2024 – July 2025

There was a large shift in subscriber count between the two plans beginning in 2025. Most of the population is now concentrated in the CDHP plan, whereas the Basic plan was more popular in 2024.



Financial Reporting

Current Plan Year Claims Comparison



Claims include BCBS runout.

Financial Reporting

Large Claimants Comparison

There were 24 large claimants (over \$62,500) in 2024.

These claims totaled \$4,489,404, which was 51.3% of gross claims for the plan year.

14 claimants hit the specific deductible of \$125,000 in 2024 and stop loss reimbursed \$1,878,561.

So far in 2025, Gallagher is tracking nine large claimants who have accrued \$1,236,402 since January.

Financial Reporting

2025 High-Cost Claimants over \$50K

Plan	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	Total Paid	Diagnosis
CDHP	\$ -	\$ -	\$ 83,380	\$ 32,636	\$ 187,427	\$ 18,153	\$ 25,288	\$ 346,884	Myelodysplastic Syndromes
CDHP	\$ -	\$ 61,153	\$ 17,965	\$ 38,886	\$ 68,824	\$ 31,653	\$ 577	\$ 219,058	Malignant Neoplasm of Brain
CDHP	\$ -	\$ -	\$ 84,376	\$ 22,208	\$ 6,859	\$ 7,027	\$ 31,835	\$ 152,305	Malignant Neoplasm of Breast
CDHP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,172	\$ 59,941	\$ 146,113	Cardiovascular
CDHP	\$ -	\$ -	\$ -	\$ -	\$ 53,826	\$ 20,677	\$ 20,531	\$ 95,034	Depression
CDHP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,545	\$ 248	\$ 88,793	Retropharyngeal Abscess
Basic	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,989	\$ 71,989	Cytomegaloviral Diseases
CDHP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,538	\$ 62,538	Gynecological A
CDHP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,360	\$ 53,360	Polyp of Sinus
Total \$	\$ -	\$ 61,153	\$ 185,721	\$ 93,730	\$ 316,936	\$ 252,227	\$ 326,307	\$ 1,236,074	
Total Claimants	0	1	3	3	4	6	9	9	

Financial Reporting – Pharmacy

2025 Plan Year

Top Drugs by Spend

YTD Rank	Brand Name	Therapeutic Class	Claimants	Scripts	Amount Paid
1	Ozempic	<i>Diabetes</i>	21	82	\$99,944
2	Mounjaro	<i>Diabetes</i>	14	49	\$63,190
3	Dupixent	<i>Eczema Agent</i>	4	13	\$46,622
4	Syrizi Pen	<i>Inflammatory Disorders</i>	1	2	\$39,728
5	Rinvoq	<i>Immunity Disorders</i>	2	8	\$38,891
6	Vraylar	<i>Antipsychotic</i>	5	24	\$37,492
7	Enbrel Sureclick	<i>Autoimmune</i>	1	3	\$33,957
8	Bimzelx	<i>Psoriasis</i>	1	5	\$32,330
9	Prevymis	<i>Antiviral</i>	1	4	\$29,503
10	Jardiance	<i>Diabetes</i>	7	19	\$23,913

Top Drugs Total Paid = \$445,570 and accounts for 42.7% of Total Paid Rx.

Financial Summary

Rates - 2026

Coverage Tier	Avg Enrollment	Current			Renewal			Change	
		Employee	District	Total Rates	Employee	District	Total Rates	Employee	District
Basic									
Employee Only	123	\$228.64	\$623.00	\$851.64	\$228.64	\$723.00	\$951.64	0%	16.1%
Employee + Spouse	5	\$651.52	\$623.00	\$1,274.52	\$651.52	\$723.00	\$1,374.52	0%	16.1%
Employee + Child(ren)	15	\$498.39	\$623.00	\$1,121.39	\$498.39	\$723.00	\$1,221.39	0%	16.1%
Employee + Family	4	\$921.27	\$623.00	\$1,544.27	\$921.27	\$723.00	\$1,644.27	0%	16.1%
CDHP									
Employee Only	231	\$110.85	\$623.00	\$733.85	\$110.85	\$723.00	\$833.85	0%	16.1%
Employee + Spouse	15	\$591.45	\$623.00	\$1,214.45	\$591.45	\$723.00	\$1,314.45	0%	16.1%
Employee + Child(ren)	92	\$539.49	\$623.00	\$1,162.49	\$539.49	\$723.00	\$1,262.49	0%	16.1%
Employee + Family	22	\$862.37	\$623.00	\$1,485.37	\$862.37	\$723.00	\$1,585.37	0%	16.1%
Plan Cost Composite	507	\$269.08	\$623.00	\$892.08	\$269.08	\$723.00	\$992.08		
PCORI Fees		\$0.00	\$0.50	\$0.50	\$0.00	\$0.54	\$0.54		
Annual		\$1,637,095	\$3,793,358	\$5,430,453	\$1,637,095	\$4,402,018	\$6,039,113		
Change From Current (\$)					\$0.00	\$608,660	\$608,660		
Change From Current (%)					0%	16%	16%		

Thank you!



Gallagher

Insurance | Risk Management | Consulting

CANUTILLO

INDEPENDENT SCHOOL DISTRICT



Board of Trustees Meeting (BOT)

PROCEDEO Quarterly Update (Q4)

PROCEDEO

2024 Bond Program Status – Program Status Update



Since our last Quarterly Update...



Board Meetings

- 07/15 Childress ES, Damian ES, Garcia ES GMP
- 08/19 Canutillo ES, Canutillo HS, Reyes ES GMP



Coordination

- Webex System District Upgrades
- Security Camera Installations
- Interactive White Board Installations
- FF&E Coordination Across Projects
- Wi-Fi Upgrades



Design

- Design Reviews
- AE/CMAR Design Review & Estimating
- 08/03 Land Purchase – Davenport ES



Community Engagement

- CAFÉ Golf Tournament
- CISD GRIT Convocation
- Childress ES, Damian ES, Garcia ES, Canutillo HS Renovation Ceremonies

← June 17, 2025

September 23, 2025 →



CISD Grit Convocation
July 28, 2025





Damian ES Renovation Ceremony

August 06, 2025





Childress ES Renovation Ceremony

August 29, 2025





Canutillo HS Renovation Ceremony

September 03,
2025



2024 Bond Program Status – Overall Budget

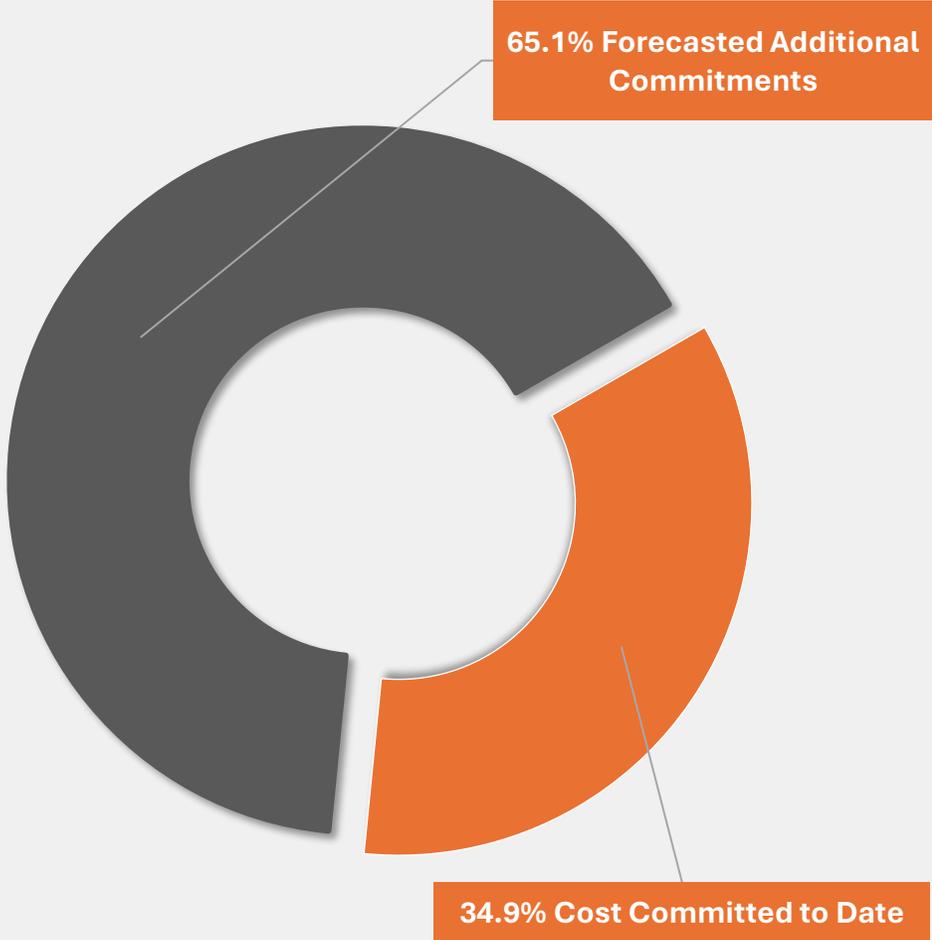


4yr
2024-2028

10
PROJECTS

\$379M
PROPOSITION A

CATEGORY	Budget Managed by PROCEDEO	Total
New Facilities/Renovations for 10 Projects	\$ 379,284,980	\$ 379,284,980
Interest Earned to Date		\$ 2,465,394
Canutillo ISD 2024 Bond Program Total	\$ 379,284,980	\$ 381,750,374
Encumbered to Date		\$ 65,548,663
Amount Paid to Date		\$ 32,481,514
Forecasted Additional Commitments		\$ 281,254,803
Interest Earned to Date		\$ 2,465,394
Total		\$ 381,750,374



2024 Bond Program Status – Budget per Project

RENOVATIONS/UPGRADES

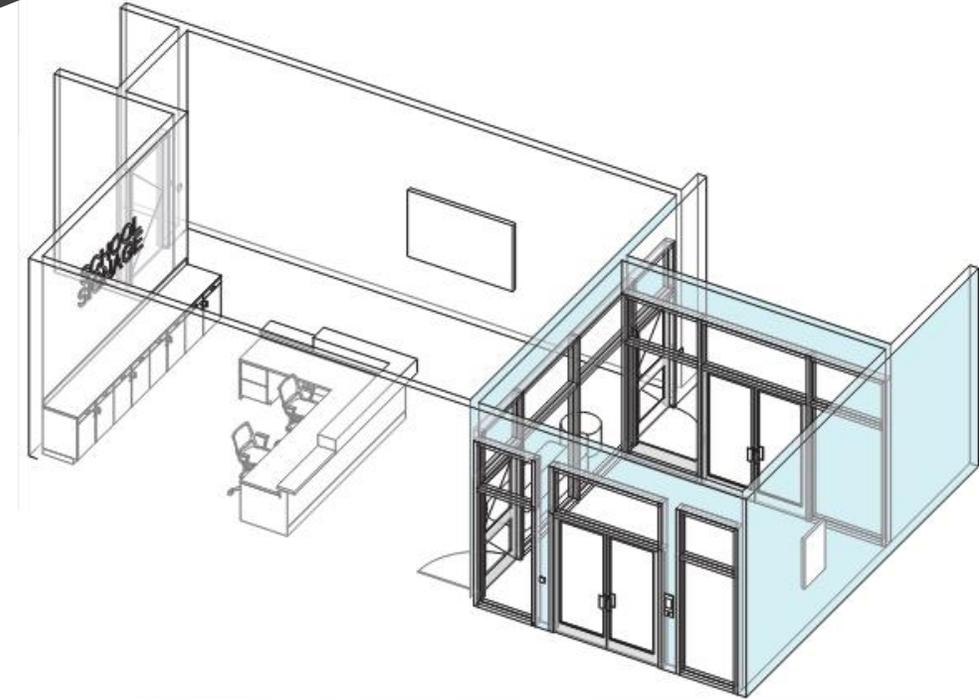
Project #	Project	Budget	Paid to Date	Encumbered	Unencumbered
001-001	Canutillo HS	\$ 16,366,226	\$ 2,048,317	\$ 13,006,992	\$ 1,310,917
101-001	Canutillo ES	\$ 9,508,562	\$ 849,623	\$ 7,580,361	\$ 1,078,579
104-001	Childress ES	\$ 7,235,590	\$ 739,276	\$ 5,764,968	\$ 731,345
103-001	Damian ES	\$ 7,322,937	\$ 955,219	\$ 5,775,837	\$ 591,881
105-001	Garcia ES	\$ 6,969,473	\$ 585,613	\$ 5,048,959	\$ 1,334,901
106-001	Reyes ES	\$ 2,022,131	\$ 744,770	\$ 1,232,038	\$ 45,323
999-001	District Security Upgrades	\$ 1,746,776	\$ 1,024,870	\$ 719,228	\$ 2,678

NEW CONSTRUCTION

Project #	Project	Budget	Paid to Date	Encumbered	Unencumbered
003-001	NW Early College HS	\$ 40,472,354	\$ 1,567,304	\$ 2,023,938	\$ 36,881,111
041-001	Canutillo MS	\$ 106,872,312	\$ 9,880,764	\$ 6,668,826	\$ 90,322,722
042-001	Alderete MS	\$ 106,836,452	\$ 11,452,817	\$ 5,569,555	\$ 89,814,080
102-001	Davenport ES	\$ 73,932,167	\$ 2,632,940	\$ 12,157,961	\$ 59,141,266
	TOTALS	\$ 379,284,980	\$ 32,481,514	\$ 65,548,663	\$ 281,254,803

999-001 District Security Upgrades

Project Type **Renovation**
Contractor UDT / CMAR
Total Project Size District Wide
Tentative Completion Date August 2026



CISD Design Guidelines - Typical Secure Vestibule Upgrade

Security Upgrades*

Total Budget \$ 1,746,776

*Security upgrades for Webex and Access Control district-wide

Project Updates

	Update	Wi-Fi	Cameras	Webex-Phase 1	Webex-Phase 2	IWB	Vestibule
1	Reyes ES	Complete	Complete	Complete	Complete	Complete	Existing
2	Damian ES	Complete	Complete	Complete	Complete	Complete	New Constr.
3	Garcia ES		Complete	Complete	Complete	Complete	New Constr.
4	Childress ES		Complete	Complete	Complete	Complete	New Constr.
5	Canutillo ES		Complete	Complete	Complete	Complete	New Constr.
6	Canutillo HS		Complete	Complete	Complete	Complete	Upgrades
7	Exst. Alderete MS*	--	--	Complete		--	--
8	Exst. Canutillo MS*	--	--	Complete		--	--
9	Exst. Davenport ES*	--	61	Complete		--	--
10	Exst. NWECHS*	--	--	Complete		--	--

*Existing projects added to comply with TEA safety/security requirements

General Scope

Safety & Security Upgrades Include:

- 1-to-1 Camera Replacements
- New Cameras at Campus Blind Spots
- Webex District Security System for District Emergency Response Accessible via New Phones, App, & Wi-fi Calling
- Secure Entry Vestibule Upgrade
- District Security Assessment

General Scope

Technology Upgrades Include:

- Interactive White Boards at all Classrooms and throughout Campuses - Fixed and/or Movable

001-001 Canutillo HS

6675 S Desert Blvd, El Paso, TX 79932

Project Type	Renovation
Architect	GA Architecture
Contractor (CMAR)	AO General Contractors
Total Project Size	80,000 SF
Tentative Construction Start	August 2025
Tentative Substantial Completion	Summer 2026

Construction

4%

Overall Paid to Date

13%

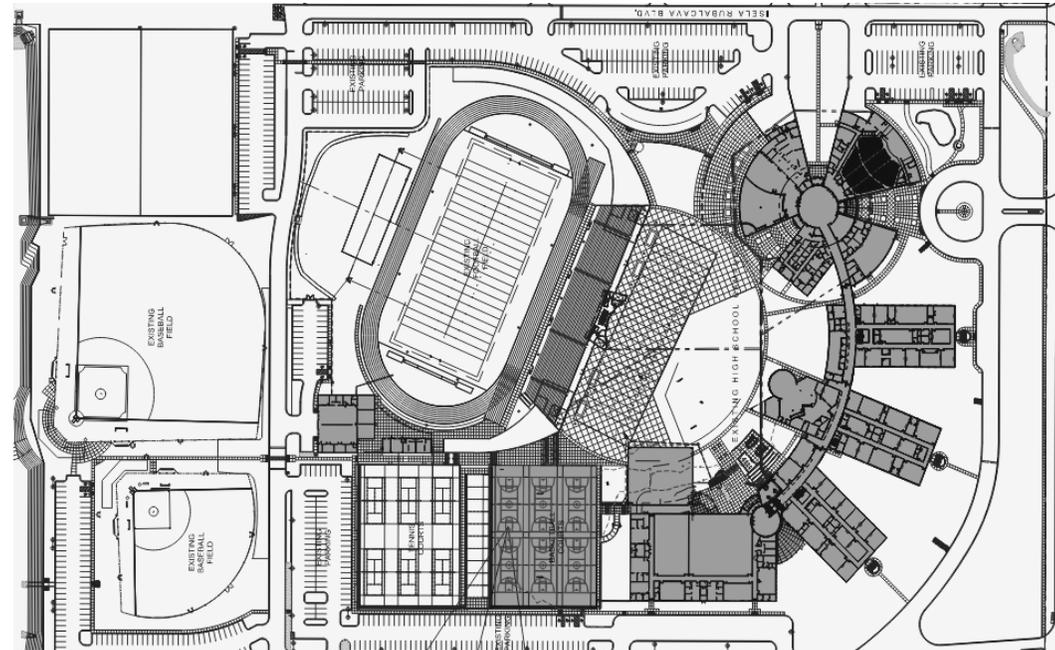
✓ **Design NTP**
October 22, 2024

✓ **Pre-Con NTP**
October 23, 2024

✓ **GMP**
Aug 19, 2025

✓ **Construction NTP**
Aug 20, 2025

▶ Project Floor Plan



▶ Project Budget

Total Budget	\$ 16,366,226
CMAR GMP	\$ 11,776,699
Owner Contingency	\$--

Project Checklist

- NA Re-Zoning/Re-Platting
- ✓ Civil Survey
- ✓ Geotechnical Report
- ✓ Roofing Assessment
- ✓ Sewer Scope & Report
- Utility Agreements – TGS
- ✓ Site Visit/Assessments with AE/CMAR
- ✓ 50% CDs Page Turn Meeting
- ✓ Pricing/Value Engineering Negotiations
- NA Purchase Sales Agreement
- NA Traffic Impact Analysis

General Scope

- Safety & Security – Vestibule, PA/Fire Alarm/Security Cameras/Access Control System Upgrades
- Roofing Repairs, Metal Roof & Canopies
- New Cooling Towers, Boilers, Heat Pumps, Replace Evaporative Cooling System
- CTE Upgrades
- New Wireless Access Points
- New Softball/Baseball Playfields Lighting

- 1B Fine Arts Striping
- Plaza Exterior Lighting
- Replace Storefront Gaskets

▶ Project Updates

	Update	Context/Resolution
1	Baseball/Softball Playfields Reached Substantial Completion 01/13!	Playfields Ribbon Cutting Ceremony took place 02/07
2	GMP Approved 08/19 – Construction Start	
3	Mobilization Ongoing – Construction Phasing Coordination	

101-001 Canutillo ES

651 Canutillo Ave, Canutillo, TX 79835

Project Type	Renovation
Architect	GA Architecture
Contractor (CMAR)	Banes General Contractors
Total Project Size	80,000 SF
Tentative Construction Start	July 2025
Tentative Substantial Completion	Early 2026

Construction

0%

Overall Paid to Date

9%

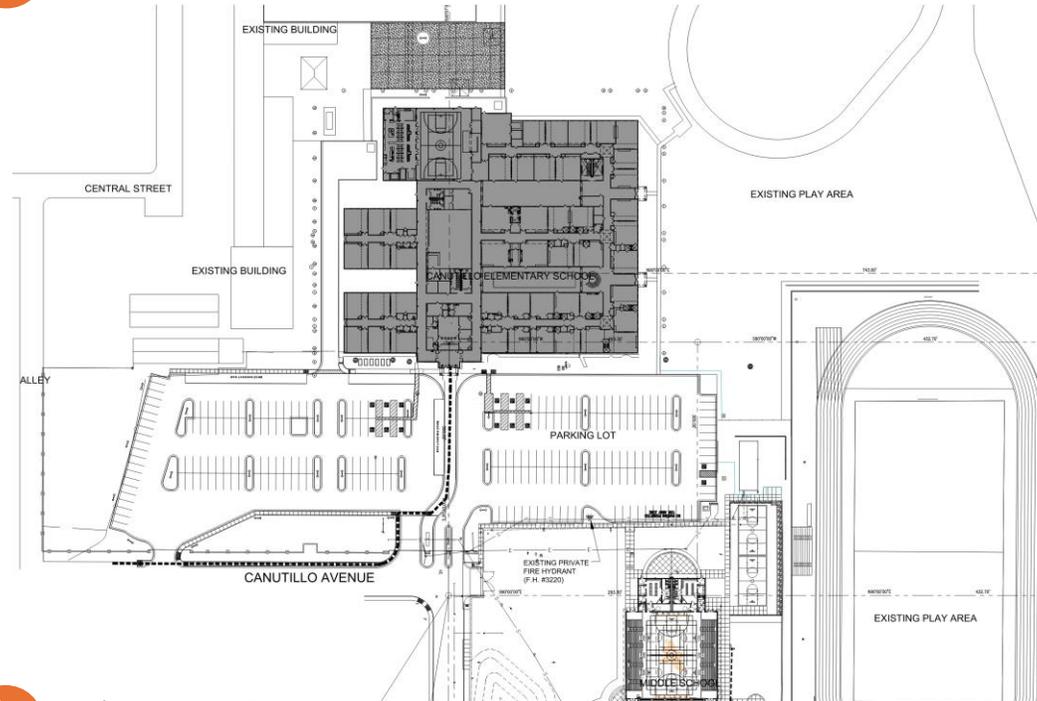
Design NTP
October 22, 2024

Pre-Con NTP
October 23, 2024

GMP
Aug 19, 2025

Construction NTP
Aug 20, 2025

Project Floor Plan



Project Budget

Total Budget	\$ 9,508,562
CMAR GMP	\$ 6,479,534
Owner Contingency	\$--

Project Checklist

- NA Re-Zoning/Re-Platting
- ✓ Civil Survey
- ✓ Geotechnical Report
- ✓ Roofing Assessment
- ✓ Sewer Scope & Report
- NA Utility Agreements – EPW/EPE/TGS/Comms
- ✓ Site Visit/Assessments with AE/CMAR
- ✓ 90% CDs Page Turn Meeting
- ✓ Pricing/Value Engineering Negotiations
- NA Purchase Sales Agreement
- NA Traffic Impact Analysis

General Scope

- Safety & Security Upgrades – Vestibule, Fire Alarm/PA/Emergency Notification Systems, Security Cameras & Access Control
- Network Infrastructure & Wireless Access Points
- Replace HVAC Units
- New Roofing & Repairs to Parapets

- Replace Carpet with LVT
- Exterior Paint
- Replace Storefront Gaskets

Project Updates

	Update	Context/Resolution
1	Webex Phase 1 Complete / Security Cameras Installation Complete	
2	GMP Approved 08/19 – Construction Start	
3	Mobilization Ongoing – Construction Phasing Coordination	

104-001 Childress ES

7700 Cap Carter Rd. Vinton, Texas 79821

Project Type	Renovation
Architect	Mijares-Mora Architects
Contractor (CMAR)	Jordan Foster Construction
Total Project Size	80,000 SF
Tentative Construction Start	July 2025
Tentative Substantial Completion	Spring 2026

Construction	Overall Paid to Date
0%	10%

- Design NTP**
October 22, 2024
- Pre-Con NTP**
October 23, 2024
- GMP**
July 15, 2025
- Construction NTP**
July 16, 2025

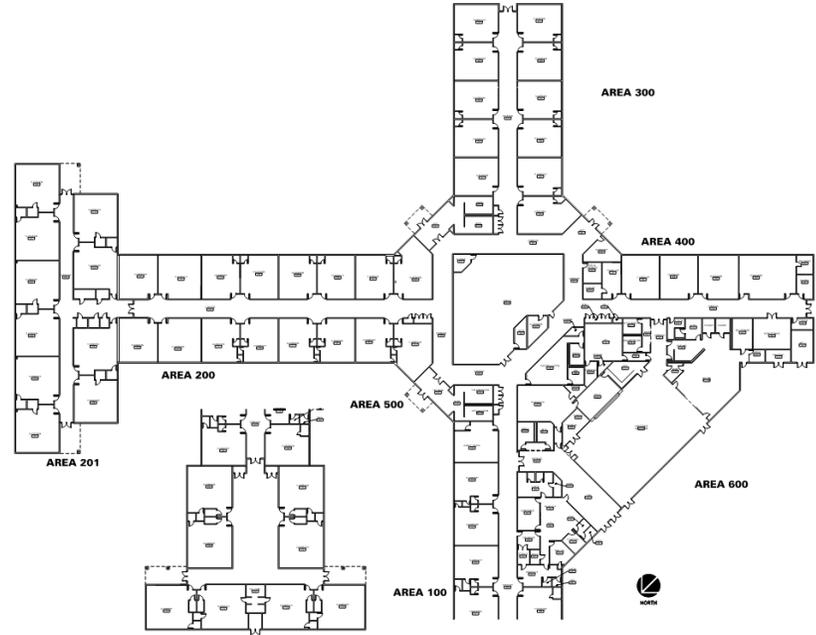
General Scope

- Safety & Security Upgrades – Vestibule, Fire Alarm/PA/Emergency Notification Systems, Security Cameras & Access Control
- Roof Maintenance – Sealants & Walk Pad
- New HVAC Units
- Infrastructure Upgrades – Network Switches & Cabling, Wi-Fi

Alternates

- Replace Carpet Flooring with LVT

▶ Project Floor Plan



▶ Project Budget

Total Budget	\$ 7,235,590
CMAR GMP	\$ 5,033,567
Owner Contingency	\$--

Project Checklist

- NA Re-Zoning/Re-Platting
- ✓ Civil Survey
- ✓ Geotechnical Report
- ✓ Roofing Assessment
- ✓ Sewer Scope & Report
- NA Utility Agreements – EPW/EPE/TGS/Comms
- ✓ Site Visit/Assessments with AE/CMAR
- ✓ 90% CDs Page Turn Meeting
- ✓ Pricing/Value Engineering Negotiations
- NA Purchase Sales Agreement
- NA Traffic Impact Analysis

▶ Project Updates

	Update	Context/Resolution
1	Webex Phase 1 Complete / Security Cameras Installation Complete	
2	GMP Approved 07/15 – Construction Start	
3	Mobilization Ongoing – Construction Fencing, Trailer, Temporary Partitions	

103-001 Damian ES

6300 Strahan Rd, El Paso, TX 79932

Project Type	Renovation
Architect	Mijares-Mora Architects
Contractor (CMAR)	Jordan Foster Construction
Total Project Size	80,000 SF
Tentative Construction Start	July 2025
Tentative Substantial Completion	Spring 2026

Construction

0%

Overall Paid to Date

13%

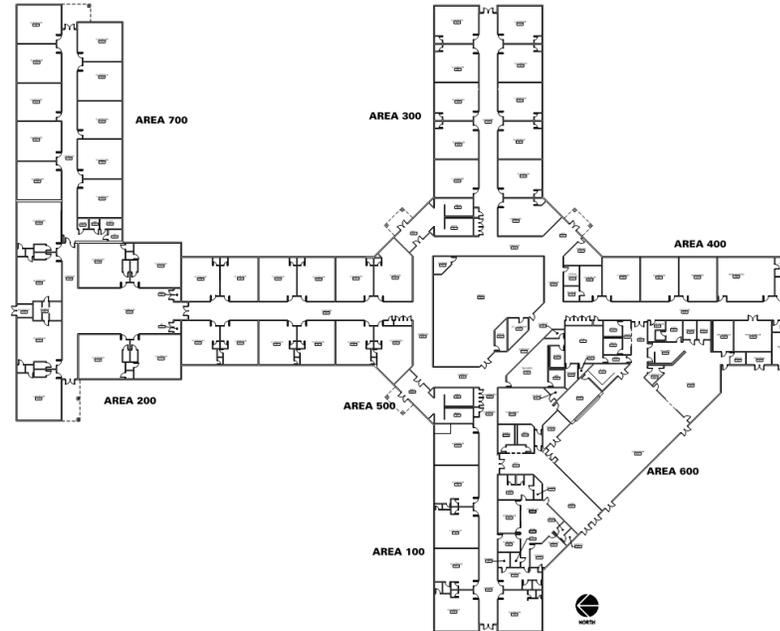
Design NTP
October 22, 2024

Pre-Con NTP
October 23, 2024

GMP
July 15, 2025

Construction NTP
July 16, 2025

Project Floor Plan



Project Budget

Total Budget	\$ 7,322,937
CMAR GMP	\$ 5,322,300
Owner Contingency	\$--

Project Checklist

- NA Re-Zoning/Re-Platting
- ✓ Civil Survey
- ✓ Geotechnical Report
- ✓ Roofing Assessment
- ✓ Sewer Scope & Report
- NA Utility Agreements – EPW/EPE/TGS/Comms
- ✓ Site Visit/Assessments with AE/CMAR
- ✓ 90% CDs Page Turn Meeting
- ✓ Pricing/Value Engineering Negotiations
- NA Purchase Sales Agreement
- NA Traffic Impact Analysis

General Scope

- Safety & Security Upgrades – Vestibule, Fire Alarm/PA/Emergency Notification Systems, Security Cameras & Access Control
- Roof Maintenance – Sealants & Walk Pad
- New HVAC Units
- Infrastructure Upgrades – Network Switches & Cabling, Wi-Fi
- Additional Student Restrooms
- Repair Existing Gypsum
- New Multipurpose
- Remove Existing Sealant at Control Joints
- CO Detectors (AHJ Directive)

Project Updates

	Update	Context/Resolution
1	Webex Phase 1 & 2 Complete / Security Cameras Installation Complete	
2	GMP Approved 07/15 – Construction Start	
3	Mobilization Ongoing – Construction Fencing, Trailer, Temporary Partitions	

105-001 Garcia ES

6550 Westside Dr, El Paso, TX 79932

Project Type	Renovation
Architect	Mijares-Mora Architects
Contractor (CMAR)	Jordan Foster Construction
Total Project Size	80,000 SF
Tentative Construction Start	July 2025
Tentative Substantial Completion	Spring 2026

Construction

0%

Overall Paid to Date

8%

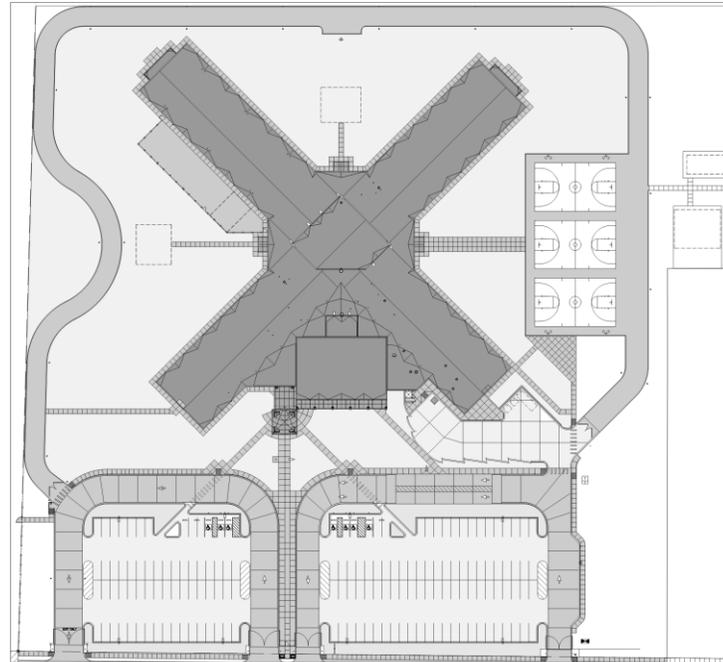
✓ Design NTP
October 22, 2024

✓ Pre-Con NTP
October 23, 2024

✓ GMP
July 15, 2025

✓ Construction NTP
July 16, 2025

▶ Project Floor Plan



▶ Project Budget

Total Budget	\$ 6,969,473
CMAR GMP	\$ 4,359,485
Owner Contingency	\$--

Project Checklist

- NA Re-Zoning/Re-Platting
- ✓ Civil Survey
- ✓ Geotechnical Report
- ✓ Roofing Assessment
- ✓ Sewer Scope & Report
- NA Utility Agreements – EPW/EPE/TGS/Comms
- ✓ Site Visit/Assessments with AE/CMAR
- ✓ 90% CDs Page Turn Meeting
- ✓ Pricing/Value Engineering Negotiations
- NA Purchase Sales Agreement
- NA Traffic Impact Analysis

General Scope

- Safety & Security Upgrades – Vestibule, Fire Alarm/PA/Emergency Notification Systems, Security Cameras & Access Control
- Roof Maintenance – Sealants & Walk Pad
- New HVAC Units
- Infrastructure Upgrades – Network Switches & Cabling, Wi-Fi
- New Instructional Technology Classroom
- Replace All Water Heaters
- Additional Staff Restrooms
- New Speaker System at Gym
- New Pedestrian Gate at Westside Dr.
- Repaint Select Interior Spaces
- Replace Playground Canopies
- CO Detectors (AHJ Directive)

▶ Project Updates

	Update	Context/Resolution
1	Webex Phase 1 Complete / Security Cameras Installation Complete	
2	GMP Approved 07/15 – Construction Start	
3	Mobilization Ongoing – Construction Fencing, Trailer, Temporary Partitions	

106-001 Reyes ES

7440 Northern Pass Dr, El Paso, TX 79911

Project Type	Renovation
Architect	GA Architecture
Contractor (CMAR)	Banes General Contractors
Total Project Size	80,000 SF
Tentative Construction Start	July 2025
Tentative Substantial Completion	Early 2026

Construction

0%

Overall Paid to Date

37%

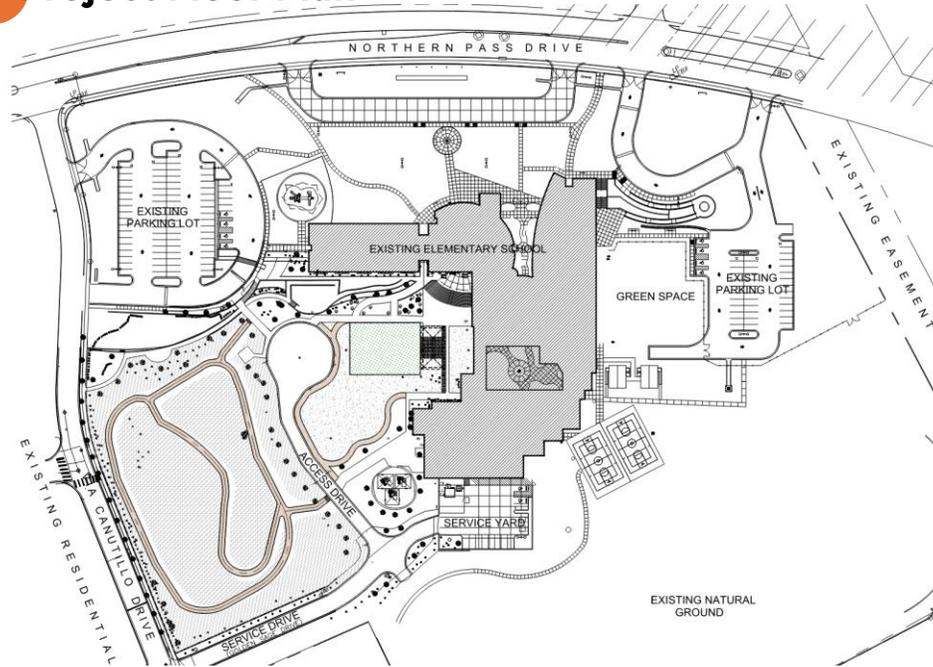
Design NTP
October 22, 2024

Pre-Con NTP
October 23, 2024

GMP
Aug 19, 2025

Construction NTP
Aug 20, 2025

▶ Project Floor Plan



▶ Project Budget

Total Budget	\$ 2,022,131
CMAR GMP	\$ 1,072,986
Owner Contingency	\$--

Project Checklist

- NA Re-Zoning/Re-Platting
- ✓ Civil Survey
- ✓ Geotechnical Report
- ✓ Roofing Assessment
- ✓ Sewer Scope & Report
- NA Utility Agreements – EPW/EPE/TGS/Comms
- ✓ Site Visit/Assessments with AE/CMAR
- ✓ 90% CDs Page Turn Meeting
- ✓ Pricing/Value Engineering Negotiations
- NA Purchase Sales Agreement
- NA Traffic Impact Analysis

▶ Project Updates

	Update	Context/Resolution
1	Webex Phase 1 Complete / Security Cameras Installation Complete	
2	GMP Approved 08/19- Construction Start	
3	Mobilization Ongoing - Construction Phasing Coordination	

General Scope

- Safety & Security Upgrades
- MEP Backup Chiller & Cooling Tower
- Upgrade Network Switches & Cabling, Security Cameras
- New Instructional Technology
- Wireless Upgrades

003-001 NW Early College HS

6701 S Desert Blvd, El Paso, TX 79932

Project Type	Renovation
Architect	MNK Architects
Contractor (CMAR)	Jordan Foster Construction
Total Project Size	45,000 SF
Tentative Construction Start	September 2025
Tentative Substantial Completion	Spring 2027

Design



Construction



Overall Paid to Date



Design NTP
October 22, 2024

Pre-Con NTP
October 23, 2024

GMP
TBD

Construction NTP
TBD

▶ Project Floor Plan



▶ Project Budget

Total Budget	\$ 40,472,354
CMAR GMP	\$--
Owner Contingency	\$--

Project Checklist

- NA Re-Zoning/Re-Platting
- ✓ Civil Survey
- ✓ Geotechnical Report
- NA Roofing Assessment
- NA Sewer Scope & Report
- Utility Agreements – EPW/EPE/TGS/Comms
- ✓ Site Visit/Assessments with AE/CMAR
- 90% CDs Page Turn Meeting
- ✓ Pricing/Value Engineering Negotiations
- Ground Lease Agreement
- NA Traffic Impact Analysis

▶ Project Updates

	Update	Context/Resolution
1	Land Acquisition Update - Pending Ground Lease Agreement	Pending EPCC Board Approval
2	Tentative GMP Approved 09/23- Construction Start	
3		

General Scope

- The proposed design includes the construction of 31,140 SF of Academic / Classrooms building, 4,732 SF of Fine Arts / Multipurpose building, 8,583 SF of Administration building, 3,704 SF of Athletics building, and 14,748 SF Science Building

041-001 Canutillo MS

6201 Strahan Rd, El Paso, TX 79932

Project Type: New Construction
 Architect: DLR Group
 Contractor (CMAR): Banes General Contractors
 Total Project Size: 165,000 SF
 Tentative Construction Start: November 2025
 Tentative Substantial Completion: Late 2027/Early 2028

Design

90%

Construction

0%

Overall Paid to Date

9%

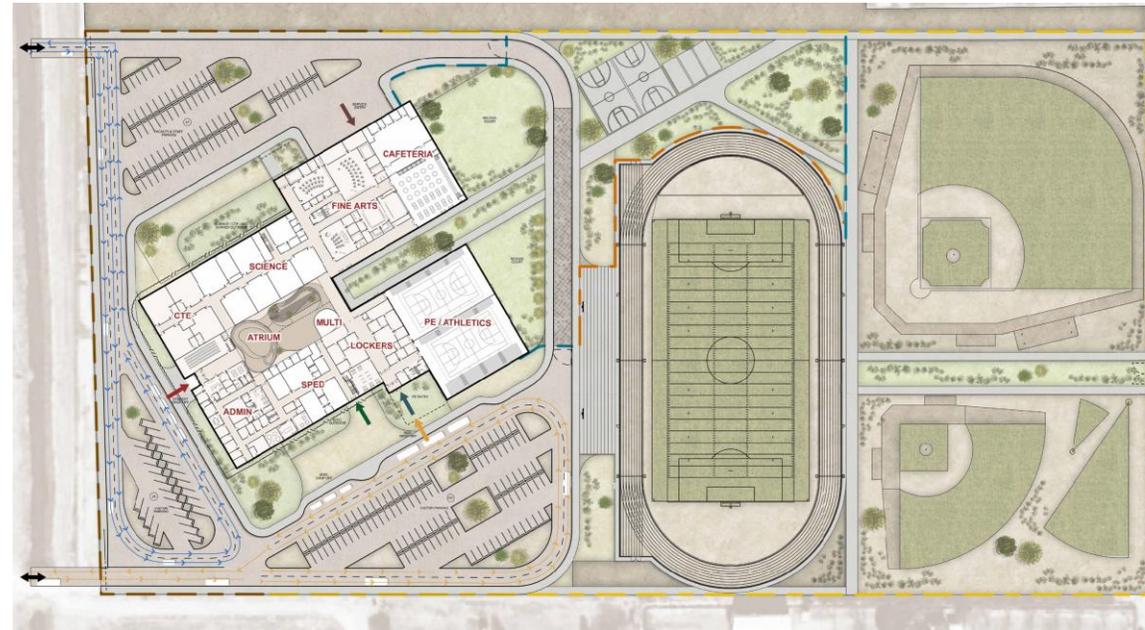
Design NTP
October 22, 2024

Pre-Con NTP
October 23, 2024

GMP
TBD

Construction NTP
TBD

Project Floor Plan



Project Budget

Total Budget	\$ 106,872,312
CMAR GMP	\$--
Owner Contingency	\$--

Project Checklist

- ✓ Re-Zoning/Re-Platting
- ✓ Civil Survey
- ✓ Geotechnical Report
- ✓ Roofing Assessment
- NA Sewer Scope & Report
- Utility Agreements – EPW/EPE/TGS/Comms
- ✓ Site Visit/Assessments with AE/CMAR
- 90% CDs Page Turn Meeting
- ✓ Pricing/Value Engineering Negotiations
- ✓ Purchase Sales Agreement
- ✓ Traffic Impact Analysis

Project Updates

	Update	Context/Resolution
1	Ongoing coordination for existing site abatement and demolition scope	
2	100% Construction Documents Phase Ongoing	
3		

General Scope

- New state-of-the-art 21st Century Learning Facility: Cafeteria, Library, Gymnasium, Admin, Collaboration Spaces, Special Education, New Playfields, New Parking, Bus Loop

042-001 Alderete MS

1634 Resler Dr. El Paso, Texas, 79911

Project Type New Construction
Architect DLR Group
Contractor (CMAR) Banes General Contractors
Total Project Size 165,000 SF
Tentative Construction Start November 2025
Tentative Substantial Completion Late 2027/Early 2028

Design

90%

Construction

0%

Overall Paid to Date

11%

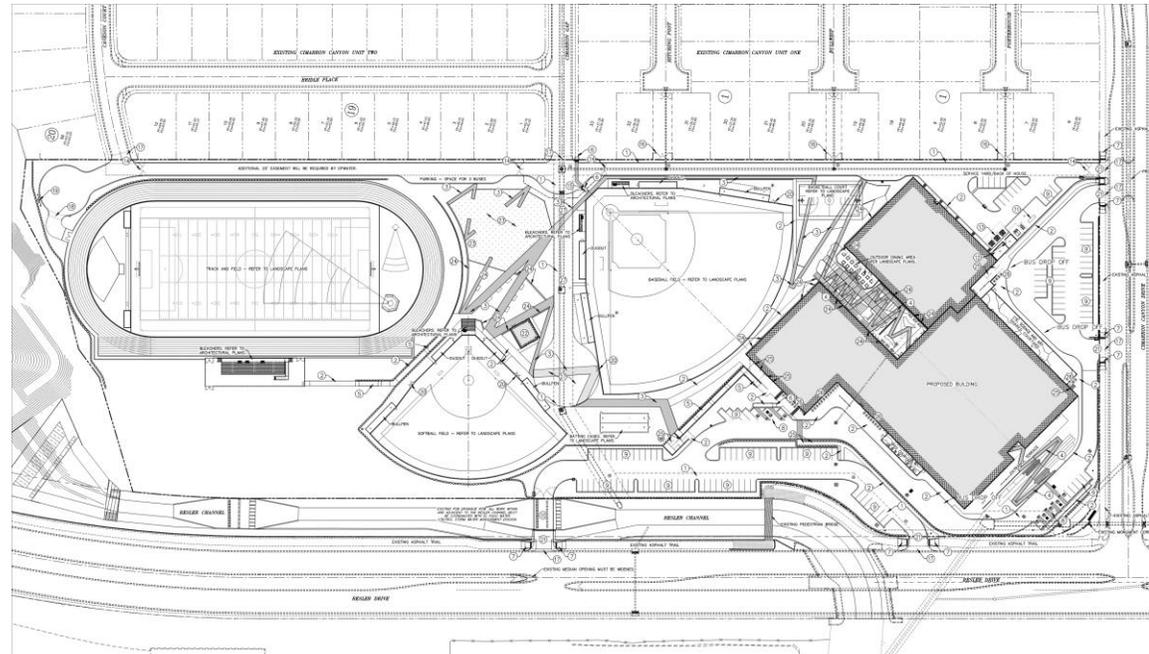
Design NTP
October 22, 2024

Pre-Con NTP
October 23, 2024

GMP
TBD

Construction NTP
TBD

▶ Project Floor Plan



▶ Project Budget

Total Budget	\$ 106,836,452
CMAR GMP	\$--
Owner Contingency	\$--

Project Checklist

- ✓ Re-Zoning/Re-Platting
- ✓ Civil Survey
- ✓ Geotechnical Report
- ✓ Roofing Assessment
- NA Sewer Scope & Report
- Utility Agreements – EPW/EPE/TGS/Comms
- ✓ Site Visit/Assessments with AE/CMAR
- 90% CDs Page Turn Meeting
- ✓ Pricing/Value Engineering Negotiations
- ✓ Purchase Sales Agreement
- ✓ Traffic Impact Analysis

General Scope

- New state-of-the-art 21st Century Learning Facility: Cafeteria, Library, Gymnasium, Admin, Collaboration Spaces, Special Education, New Playfields, New Parking, Bus Loop

▶ Project Updates

	Update	Context/Resolution
1	Land Acquisition Update - Closed 70	
2	100% Construction Documents Phase Ongoing	
3		

102-001 Davenport ES

7787 Enchanted Retreat Dr., Canutillo, Texas 79835

Project Type New Construction
Architect Pfluger Architects
Contractor (CMAR) LDCM Solutions
Total Project Size 119,000 SF
Tentative Construction Start September 2025
Tentative Substantial Completion Spring 2027

Design



Construction



Overall Paid to Date



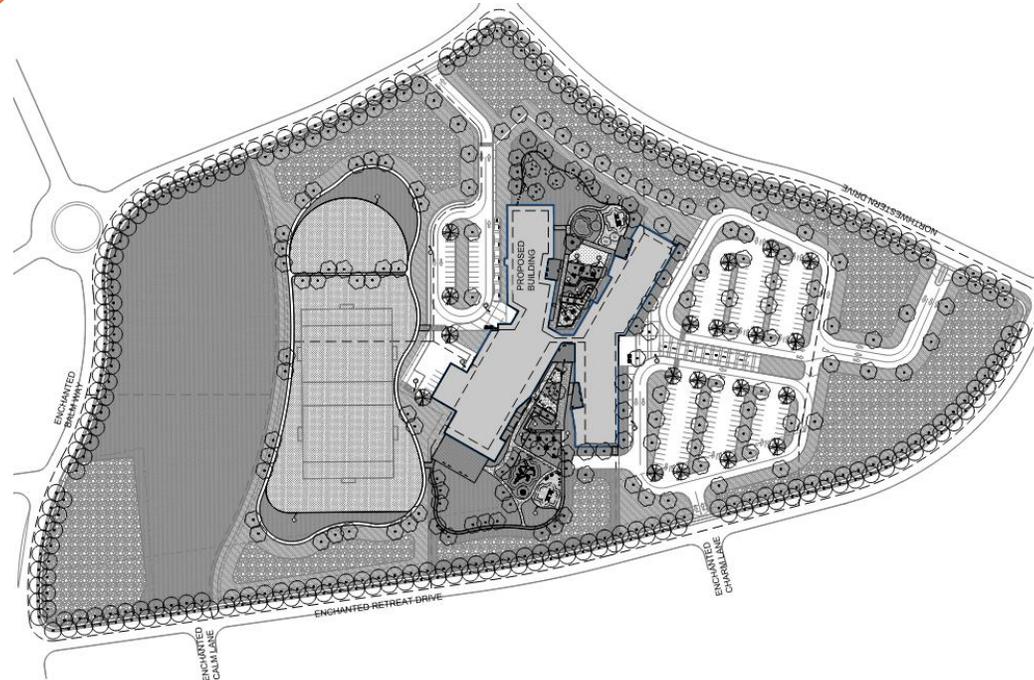
Design NTP
October 22, 2024

Pre-Con NTP
October 23, 2024

GMP
TBD

Construction NTP
TBD

▶ Project Floor Plan



▶ Project Budget

Total Budget	\$ 73,932,167
CMAR GMP	\$--
Owner Contingency	\$--

Project Checklist

- ✓ Re-Zoning/Re-Platting
- ✓ Civil Survey
- ✓ Geotechnical Report
- ✓ Roofing Assessment
- ✓ Sewer Scope & Report
- ✓ Utility Agreements – EPW/EPE/TGS/Comms
- ✓ Site Visit/Assessments with AE/CMAR
- ✓ 90% CDs Page Turn Meeting
- ✓ Pricing/Value Engineering Negotiations
- ✓ Purchase Sales Agreement
- ✓ Traffic Impact Assessment

▶ Project Updates

	Update	Context/Resolution
1	Land Acquisition Update - Closed 71	
2	Tentative GMP Approved 09/23- Construction Start	
3		

General Scope

- New state-of-the-art 21st Century Learning Facility to include 36 TEA (Texas Education Agency) Flexibility Level 3-4 classrooms, collaborative learning spaces, and grade-level neighborhoods, all with a strong emphasis on outdoor connections.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

2024 Bond Program

Voters in the Canutillo Independent School District passed the historic Canutillo Bond 2024 on May 4, 2024. Canutillo Bond 2024 is the largest per-capita bond ever approved in El Paso County and is a catalyst program in helping Canutillo modernize existing campuses, address continued growth within the District's boundaries and upgrade the District's safety and security infrastructure.



SCAN ME



Note- The 2024 Bond Website will be updated based on the information provided and approved by CISD in this report. The 2024 Monthly Budget Report and Program Schedule are uploaded to the 2024 CISD Bond Website.

An aerial grayscale photograph of a city and surrounding landscape. The city is in the center, with a grid of streets and buildings. The surrounding area is a mix of open fields and more rugged terrain. The overall tone is dark and monochromatic.

PROCEDEO



Canutillo ISD Logo Re-Design and Branding Efforts

Preparing the District's Assets During
Bond-Related Campus Improvements

Canutillo ISD Policy & Project Goals

- **FM (Regulation) Official Symbols:** Sets rules for logos, mascots and school colors Mascots.
- **Goal:** Codify, modernize, and legally own all district and campus logos
- **Purpose:** Protect identity, unify brand, and ensure proper usage

Current Logos & Challenges

- Most current logos are not owned or created by CISD
- Risks of their use in future projects:
 - Legal liability if asked to remove unlicensed logos
 - Costly replacements across shirts, buildings, websites, signage
 - Lack of high-resolution files for professional use
 - No cohesive brand identity across campuses

Current Logos



Why now?

- Bond 2024 passage → major renovations and new campus designs
- Architectural firms emphasized logos are central to signage, plaques, floors, and facades
- Branding standards are industry best practices during campus modernization
- Need for updated, district-owned assets became clear

Engagement & Input

- February survey → more than 200 responses from parents, alumni, staff, and students
- Findings:
 - Logos are beloved but outdated
 - Strong desire for modernized, cohesive designs
 - Campus stakeholders overwhelmingly supported updates

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Canutillo Independent School District
Published by Gustavo Reveles · February 10 ·

Help us update our branding!

Canutillo ISD is proud of its past and history. Our schools have served this community for decades, and its graduates have transformed our community, our state, our country and the world.

As we begin the physical transformation of our district into the premier suburban school district in Texas, it is important to update and manage our brands — the logos, graphics, fonts and other assets that help define the the Canutillo ISD look.

The District will soon begin a robust community-based campaign to help us update our branding assets. Please take a moment to look at our current logos and give us your opinion through our Branding Survey. Your input will help us get the ball rolling.

And don't worry, this is only the beginning. We can't wait to come back to you with more ways for you to help us shape the brand of Canutillo ISD and all of its schools!

To access the survey, click here: <https://bit.ly/3Ev5lft>

73 25 comments 4 shares

Selecting a Partner

- RFI Process used through CISD Procurement
- DLR was only firm with in-house graphics/branding team
- Services included in Board-approved architectural contracts
- Cost: \$95,000 (bond funds, not bond interest funds)

What CISD Will Receive

- In-person engagement with campus committees
- Strategic community input sessions and guidance
- Full branding guides for each campus and district
- Copyrighted, high-resolution, district-owned assets
- Training for approved uniform vendors to ensure proper usage

Branding Guide

F	R	O	S	T	C 0 M 0 Y 0 K 0	R 0 G 0 B 0	RHEX #000000 PANTONE None	Closest Matching PANTONE None
S	M	O	K	E	C 15 M 11 Y 11 K 0	R 215 G 215 B 215	RHEX #D7E7D7 PANTONE Cool Gray 2 C	Closest Matching PANTONE Cool Gray 2 C
C	H	L	C	H	C 26 M 0 Y 30 K 0	R 200 G 218 B 46	RHEX #C8A2E2 PANTONE 381 C	Closest Matching PANTONE 381 C
V	I	R	I	D	C 71 M 30 Y 41 K 0	R 66 G 173 B 164	RHEX #6AD3A4 PANTONE 7733 C	Closest Matching PANTONE 7733 C
P	R	I	N	E	C 73 M 49 Y 64 K 11	R 77 G 150 B 125	RHEX #4D787D PANTONE 5483 C	Closest Matching PANTONE 5483 C
M	I	D	N	I	C 100 M 86 Y 52 K 34	R 53 G 46 B 84	RHEX #72E354 PANTONE 2797 C	Closest Matching PANTONE 2797 C

MERCHANDISE AND APPAREL

There are many options when it comes to the application of identity elements on merchandise and apparel. The potential for use of the brand elements is nearly endless and presents a unique opportunity to raise money for the school and attract student events. Here are a few examples of how these elements can be applied.



PG 18

WSMS

IDENTITY USAGE

Under no circumstance may any of the Wolf Springs Middle School logos be modified, altered or enhanced in any manner. You can view some notable examples of incorrect usage of the Primary Mascot Logo below. Logos should never be warped or distorted. Perspective should never be applied to any mark when other elements of the composition are not similarly treated.



As no mark should ever be placed over the logo or the identity elements.



Identity elements should never be used as a reversed outline on dark backgrounds.



The identity elements should never be warped, distorted, or stretched.



As no mark should be proportioned or positioned within identity elements be modified.



Identity elements should not use any other color combination than those outlined in the guidelines.



Identity elements should not appear against patterns or distracting backgrounds.



Additional outlines should never be added other than how they appear in this manual.



Identity elements should never be rotated or tilted at any angle.



Identity elements should never be used as outlines.



Graphic fills or effects should never be added to identity elements.



Never crop identity elements in unusual ways that may obstruct legibility or appearance.



Additional graphics should never be placed over identity elements.

BRAND GUIDELINES

PG 53

BRANDED BADGES

Branded badges have been created using our identity elements. These badges are approved for use in marketing and on promotional items.



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PG 55

BRAND GUIDELINES

Progress to Date

- Two work sessions held with campus committees
- Participants: students, teachers, coaches, parents, PTO, staff
- Reviewed current logos, discussed changes, evaluated first drafts
- Two revised options shared → campuses selected one for refinement
- Preliminary logos next step: broad community input

Branding Sessions





Early Design Work

- Preliminary logo samples under review
- Goal: consistency across print, digital, uniforms, and facilities

Early Design Work





Broader Branding Efforts

- Bond outreach materials in development:
 - Community Bond report booklet
 - Branding/wayfinding for campuses under renovation
- Architects and contractors using district branding to complement construction signage and school identity



Questions

Purpose

The purpose of this regulation is to establish responsibilities and guidelines for the issuance of debt obligations and to provide guidelines for the ongoing management of the District's debt portfolio. Additionally, it is intended to establish clear guidelines for the use of interest earnings generated from district bond proceeds and during an active bond program. The regulation affirms the intent of the District to adhere to sound debt management practices within the highest financial parameters, in compliance with Texas law and prudent financial management practices and by legal and governmental standards, while achieving the lowest cost of capital given established parameters.

Scope

This Policy applies to any debt obligation with a term of one (1) year or longer that is payable from the Interest & Sinking Fund. It does not apply to short-term debt such as accounts payable or obligations incurred and normally paid within a short time period of, for example, thirty (30) to ninety (90) days.

Debt Management Objectives

The debt management objectives of the District are to:

1. Maintain financial stability
2. Preserve public trust
 - a. Complete debt programs within guidelines communicated to taxpayers; and
 - b. Obtain citizen input to formulate components of capital improvement programs funded with voter approved debt.
3. Provide sufficient debt capacity for current and future capital needs of the District.

The District Shall:

- a. Formulate a multi-year capital improvement plan in conjunction with its bond counsel, financial advisor, facilities planner, architect and bond committee, as applicable. The Administration shall review the capital improvement plan on an annual basis and recommend appropriate changes to the Board of Trustees. The capital improvement plan shall include:
 - i. A timeline of the anticipated capital improvements needed and the projected cost thereof, given projected student enrollments and existing school facilities;
 - ii. A prioritization of such projects; and
 - iii. A preliminary financing plan that demonstrates the parameters for which such capital needs may be completed.

- b. Interest earned on the investment of bond proceeds is considered part of the bond funds and is subject to the same legal restrictions as the original bond principal, in accordance with the Texas Education Code and Texas Government Code
 - c. Repay its debt obligations as expeditiously deemed prudent given the applicable tax rate parameters and the District’s overall financing objectives (see “Guidelines for Repayment of Debt Obligations”).
4. Provide flexibility to manage annual debt service requirements and corresponding Interest & Sinking Fund tax rate.

The District shall structure its debt obligations with a call provision, if possible, to allow such obligations to be redeemed prior to final scheduled maturity. Generally speaking, the District, in consultation with the District’s financial advisor, shall select the earliest call provision given prevailing market conditions.

5. Minimize the District’s interest and financing costs.

While not all-inclusive, the District shall:

- a. Implement debt strategies to achieve the lowest cost of capital given the District’s established risk parameters, overall financing objectives and prevailing market conditions (see “Composition of Debt Portfolio and Debt Strategies”).
- b. Refinance the District’s existing debt obligations at a lower interest rate as such opportunities are available (see “Guidelines for Refunding Debt Obligations”).
- c. When economically feasible, combine multiple debt sales into one sale in order to minimize issuance costs.
- d. Maximize State funding assistance that may be available for the payment of debt.

6. Comply with all State and Federal laws.

The District regards the issuance of debt as a valuable management tool which must be judiciously utilized within the District’s financial and legal operating environment. In general, the District may issue debt obligations to fund capital improvements within the District or to refinance the District’s debt obligations. The following summarizes the permitted purposes for which the District may consider the issuance of debt:

- 1. The District may finance certain capital improvements, which include, but are not limited to:
 - a. The purchase of land for future school facilities (school facilities in the context of this Policy include school

**Allowable Purposes
for the Issuance of
Debt**

- buildings, career and technology centers, agricultural facilities, administrative facilities, athletic facilities, maintenance facilities, etc.);
 - b. The construction, acquisition and equipment of school facilities;
 - c. The renovation of school facilities;
 - d. The purchase of school buses;
 - e. Refund the District's outstanding debt obligations (see "Guidelines for Refunding Debt Obligations");
 - f. Fund a payment associated with the termination of a synthetic debt structure; and/or
 - g. Any other purpose legally available to the District pursuant to State law.
2. Long-term debt obligations may not be used:
- a. To fund operating expenditures of the District that may not be capitalized;
 - b. For the purpose of investing; and/or
 - c. For the sole purpose of earning arbitrage.
3. Interest earnings may only be used for purposes consistent with:
- a. The voter-approved purposes of the original bond order.
 - b. Costs related to the construction, acquisition, renovation, equipping, or improvement of facilities as described in the original bond order as approved by the voters.
 - c. Associated costs such as architect/engineering fees, project management, furniture, fixtures, and equipment, if included in the original project scope.

**Guidelines for
Payment of Debt
Obligations**

The purpose and useful life of capital improvement projects to be financed with debt obligations shall be carefully considered when selecting an amortization period of debt obligations. The District shall repay its debt in compliance with all Federal, State and local requirements and seek to repay its debt in an expeditious manner within the District's overall financial objectives, the useful life of the project financed and the source of repayment. In no circumstances shall the District amortize its debt obligations for a time period longer than the expected useful life of such project being financed. However, such amortization schedule must not restrict the District's ability to annually manage its Interest and Sinking Fund tax rate or severely limit the District's ability to issue future debt obligations.

- 1. Short-Term Capital Improvement Projects
 - a. Short-term capital improvement projects shall be those projects that generally have a useful life of 10 years or less. The following are guidelines to be used for the amortization of debt obligations issued for

Capital Improvements:

Description	Average Life of Debt Obligations
Computer Hardware and Software	5 years
Furniture, Fixtures and Equipment	10 years
Network Infrastructure	10 years
School Buses	10 years
Stadium Turf	10 years

1. Long-Term Capital Improvement Projects
 - a. Long-term capital improvement projects shall be those projects that generally have a useful life of more than 10 years.
 - b. Pursuant to State law, the District shall amortize all debt obligations within the parameters established by State law.
2. Total Debt Portfolio
 - a. The District may consider the following principal repayment targets for its total debt portfolio:
 - i. 5-Years = Principal repayment target of 15% - 25%
 - ii. 10-Years = Principal repayment target of 40% - 50%
 - iii. 20-Years = Principal repayment target of 65% - 75%
 - iv. 30-Years = Principal repayment target of 85% - 95%; and
 - v. 35-Years = Principal repayment target of 100%.
 - b. To the extent such principal amortization requirements described in (a) above should limit the District's ability to annually manage its Interest & Sinking Fund tax rate or cost-effectively issue future debt obligations, the District shall maintain its financial management flexibility by amortizing its debt obligations at a slower repayment rate than described above.
 - c. To the degree the principal repayment targets described in (a) above are not met, should the District's taxable assessed valuation increase more than assumed within its multi-year capital improvement program and/or additional revenues are received for the payment of debt service, the District shall to the degree it is deemed financially feasible, use such excess funds to repay its debt obligations prior to final maturity, while maintaining

an Interest & Sinking Fund tax rate within the parameters previously communicated to taxpayers.

Composition of Debt Portfolio

The District's debt portfolio may be comprised of three types of debt: 1) traditional fixed rate debt, 2) variable rate debt and 3) synthetic debt structures. The District shall select the most prudent debt structure of the time debt obligations are sold, given the District's targeted debt portfolio, prevailing and expected market conditions and established risk parameters.

1. Traditional Fixed Rate Debt

Traditional fixed rate debt are obligations whose interest rates remain constant until the final maturity. The targeted percentage of traditional fixed rate debt within the District's debt portfolio shall be between 50% - 100%.

2. Variable Rate Debt

Variable rate debt are obligations whose interest rates "reset" on a periodic basis (i.e. daily, weekly, monthly, annually, etc.). The targeted percentage of variable rate debt within the District's debt portfolio shall be 0% - 30%.

3. Synthetic Debt Structures

The District may consider the use of synthetic debt services (such as interest rate swaps and other interest rate risk management tools) after carefully evaluating the risks and benefits of any proposed transaction. A separate policy shall govern the use of any synthetic debt structures within the District's debt portfolio. The targeted percentage of synthetic debt structures (excluding basis swaps) within the District's debt portfolio shall be 0% - 20%.

Guidelines for Refunding Debt Obligation

All refunding proposals should be reviewed by the District's Administration and its financial advisor to determine the applicability, accuracy and potential benefits to the District. Each potential refunding program should be considered on its own merits and shall be analyzed and structured to support current and future debt programs.

When reviewing the appropriateness of a refunding program, the evaluation process should be dynamic enough to consider all potential benefits to the District, such as lowering the District's interest cost, increasing the District's debt capacity, increasing flexibility to manage the District's debt portfolio, etc. The following provides the general criteria the District shall utilize when considering the implementation of a refunding program:

1. Criteria to be utilized for a Refunding for Interest Cost Savings
 - a. A refunding program shall produce sufficient interest cost savings to be deemed prudent and material given the inherent risks of the refunding program.
 - i. A refunding utilizing traditional fixed rate debt may be considered if the “Present Value Savings as a Percentage of the Principal Amount of the Refunding Bonds” ratio is at least 3.0%.
 - ii. A refunding utilizing a synthetic debt structure that does not involve tax risk may be considered if the “Present Value Savings as a Percentage of the Principal Amount of the Refunded Bonds” ratio is at 5.0%.
 - iii. A refunding utilizing a synthetic debt structure that includes the assumption of tax risk may be considered if the “Present Value Savings as a Percentage of the Principal Amount of the Refunded Bonds” ratio is at least 8.0%.
 - b. The final maturity of the Refunding Bonds shall not exceed the final maturity of the Refunded Bonds.
 - c. A refunding for savings shall not materially diminish the District’s ability to manage its debt portfolio or restrict the District’s ability to cost-effectively issue additional debt obligations.
 - d. A refunding for savings shall be combined with a “new money” issuance to achieve economies of scale regarding costs of issuance, when feasible and prudent.
2. Criteria to be Utilized for a Refunding for Restructuring Purposes
 - a. Both callable and non-callable debt may be refunded for restructuring purposes. In higher interest rate environments, non-callable debt shall be restructured prior to any callable debt, if possible.
 - b. A restructuring may be implemented to:
 - i. Permit additional debt obligations to be sold more cost-effectively;
 - ii. Keep within the tax rate parameters communicated to voters of the District or to manage the District’s Interest & Sinking Fund tax rate; and

- iii. Add flexibility to the District's debt portfolio, given prevailing circumstances.
- c. The costs associated with a restructuring (costs of issuance and additional interest cost; if any) shall be evaluated in contrast to the expected benefit of the restructuring.
- d. A restructuring should not materially diminish the District's ability to manage its debt portfolio or restrict the District's ability to cost-effectively issue additional debt.

Method of Sale to be Utilized

The District recognizes that each issuance of debt obligations has unique characteristics that will provide the basis for determining the appropriate method of sale. Such methods of sale include competitive, negotiated and private placements. The conditions which indicate the appropriate method of sale are generally described below:

1. Competitive Sale

The District may consider a competitive sale of its debt obligations if:

- a. The debt market is stable and demand for the debt obligations is strong;
- b. The District can reasonably expect at least three bids will be received;
- c. Structural features and credit quality are conventional;
- d. Transaction size is manageable; and/or
- e. Volume of competing transactions is low.

2. Negotiated Sale

The District may consider a negotiated sale of its debt obligations if:

- a. An advance refunding is being completed;
- b. Debt market is volatile, demand for debt obligations is perceived to be weak or the volume of competing sales is high;
- c. Coordination of multiple components of the financing is required;
- d. Substantial education of investors is required;
- e. Structural features or credit quality is unconventional;

- f. Large transaction size; and/or
- g. Retail participation is expected or desired to be high.

3. Private Placement

The District shall consider a private placement of its debt obligations if it provides more advantageous financing terms than may be obtained in the national capital markets.

Parameter Debt Sales

The Board of Trustees may designate the ability to approve the issuance of debt obligations to the District's Administration, so long as the issuance of the debt obligations meets certain parameters approved by the Board of Trustees and it is permissible pursuant to State law.

Credit Ratings and Credit Enhancement

The District shall strive to secure and maintain the highest possible credit ratings based upon its stand-alone credit strength. It is the goal of the District to maintain a positive reputation in the debt markets through the maintenance and improvement of the relevant credit characteristics within its control.

1. Credit Ratings

- a. For any new issuance of traditional fixed rate debt sold either through a competitive or negotiated sale, the District shall obtain a credit rating from at least two nationally recognized rating agencies. The District shall obtain a credit rating based upon the District's stand-alone credit strength, as well as, a credit rating based upon any type of credit enhancement obtained for a particular debt issuance.
- b. For any new issuance of variable rate debt sold either through a competitive or negotiated sale, the District shall utilize a credit rating from at least one nationally recognized rating agency.
- c. Based upon a recommendation from the District's financial advisor, the District shall conduct the rating process either in person through a formal rating presentation or via a conference call.
- d. The District will be cooperative with the rating agencies and provide all requested information in a timely manner.

2. Credit Enhancement

- a. Permanent School Fund Guarantee Program – So long as the District's stand-alone credit ratings are rated below the ratings of the Permanent School Fund ("PSF")

Guarantee Program of the State of Texas, the District shall attempt to secure credit enhancement through the PSF Guarantee Program. Should the PSF Guarantee Program be out of capacity or have a credit rating lower than the District's stand-alone credit rating, the District shall compare that cost and related benefits of other types of credit enhancement (i.e. bond insurance, etc.) and select the option which results in the lowest interest cost at the time a debt obligation is sold.

- b. Bond Insurance – The District shall consider the use of bond insurance when it provides an economic advantage for a sale of debt obligations. The District's financial advisor shall compare the present value of the prospective interest savings produced by using bond insurance to the cost of such insurance. Bond insurance may be purchased when it results in a present value benefit. The District may solicit bids for bond insurance.
- c. Liquidity/Credit Facilities – The issuance of variable rate debt may require the use of a liquidity facility and/or a credit facility. Letters of Credit ("LOC") and Standby Bond Purchase Agreements ("SBPA") shall be considered as credit enhancement based upon their respective cost effectiveness. The District may solicit bids from qualified financial institutions established in this line of business and select the "best value" based on price, financial stability, terms and conditions, market acceptance and service.

**Selection of
Consultants**

The Administration may contract with outside professionals for assistance in fulfilling any of the obligations or objectives of the District or the Administration under this Policy. The services to be provided by such professionals shall be set forth pursuant to a contract. It is the responsibility of the Administration to conduct periodic reviews of each professional to determine if the quality of service provided is commensurate with the fees charged by such professionals.

Generally, the District shall consider engaging the following professionals to the degree necessary:

- 1. Financial Advisor – To assist with the planning and issuance of all debt and debt administration processes relating to District's debt portfolio and future debt programs.
- 2. Bond Counsel – To consult with the District and its financial advisor on legal matters pertaining to the issuance of debt obligations. In addition, Bond Counsel shall provide a written

opinion, upon the issuance of a debt obligation affirming that the District is authorized to issue the debt and that the District has met all constitutional and statutory requirements necessary for issuance. Such written legal opinion should also include a determination regarding the debt obligation’s federal income tax status, if applicable.

- 3. Demographer – To assist in reviewing and analyzing the demographic changes within the District and the corresponding projections of student enrollment. The District shall incorporate such information assembled by its demographer within its multi-year capital improvement plan.

Selection of Underwriters for Negotiated Transactions – Fixed Rate Debt Obligations

The District may select a pool of qualified firms to serve as senior manager and/or co-manager for a three-year period (the “Underwriting Pool”). The District reserves the right to add or remove firms from the Underwriting Pool at any time and to shorten or lengthen the period of time for which the Underwriting Pool is in place. The District may add or remove firms from the Underwriting Pool at any time based on factors including, but not limited to, performance or change in staff or firm organization.

1. Selection Process

The criteria to be utilized in the selection of underwriters for the District’s fixed rate negotiated sales shall consider a firm’s:

- a. Capital position;
- b. Institutional and retail sales network for municipal debt obligations;
- c. Experience underwriting Texas school district debt obligations;
- d. Experience underwriting municipal debt obligations;
- e. Financing ideas presented or other value provided to the District;
- f. Demonstrated commitment to Texas school districts;
- g. Prior performance on District’s negotiated sales;
- h. Performance on District’s competitive sales;
- i. Local presence; and
- j. Potential conflicts of interest.

In determining its Underwriting Pool, the District shall consider other compensated services currently being performed by potential underwriters to help ensure diversification among its financing team.

2. Underwriting Syndicate Selection

The size and composition of each underwriting syndicate formed for a particular negotiated sale of fixed rate debt will be based on:

- a. The dollar amount of debt obligations to be sold;
- b. The criteria listed within (1) above; and
- c. Underwriting participation in District's recent negotiated sales.

3. Post-Sale Evaluation of Underwriting Performance

After the completion of each transaction, the senior manager shall be required to present a post-sale analysis to the District's financial advisor which shall include at a minimum:

- a. A summary of orders submitted and allocations (including designations) received by each firm;
- b. A comparison of the District's interest rates to the interest rates on comparable sales; and
- c. A review of market conditions at the time of pricing.

The District's financial advisor will evaluate the success of the underwriting versus the market at the time of sale and analyze each syndicate member's performance and present such information to the District's Administration.

4. Unsolicited Proposals

The District encourages the submission of unsolicited financing proposals from any firm and may accept proposals from firms that are not in its Underwriting Pool. A copy of each proposal shall be provided to the District's financial advisor.

All proposals should include a full analysis of risks and benefits associated with each financing alternative proposed and a description of previous experience with such financing technique, if any. The District reserves the right to issue a Request for Proposals for any product or transaction. If the District implements a financing alternative submitted by a firm that is not a member of its Underwriting Pool, the District may consider inclusion of such firm within the underwriting syndicate.

Selection of Underwriter / Remarketing Agent for Variable Rate Debt Obligations

The District will select qualified firm(s) to serve as underwriter/remarketing agent for each series of the District's variable rate debt obligations. The District reserves the right to replace the remarketing agent or utilize other remarketing agents at any time based on factors including, but not limited to, performance, change in staff or firm organizations, etc.

1. Selection Process

The criteria to be utilized in the selection of underwriters/remarketing agents for the District's variable rate debt obligations shall consider a firm's:

- a. Capital position;
- b. Sales and distribution network for short-term municipal debt obligations;
- c. Experience in providing underwriting/remarketing agent services for Texas school districts;
- d. Experience in providing underwriting/remarketing agent services for municipal debt issuers;
- e. Financing ideas presented or other value provided to the District;
- f. Demonstrated commitment to Texas school districts;
- g. Prior performance as remarketing agent on District's variable rate issues;
- h. Local presence; and
- i. Potential conflicts of interest.

2. Evaluation of Remarketing Agent Performance

At least annually, the District's financial advisor shall evaluate the performance of the remarketing agents versus the market performance of other comparable Texas school district financings and present such information to the District's Administration.

Ongoing Debt Management Practices

1. Investment of Debt Proceeds

Any investment of debt proceeds shall be executed in accordance with the District's Investment Policy, legal covenants, and State and Federal tax law limitations. The proceeds of debt or other obligations of the District are subject to the Public Funds Investment Act [See CDA(LEGAL)].

2. Compliance with Federal Arbitrage Rebate Regulations

The use and investment of debt proceeds shall be monitored to ensure compliance with arbitrage restrictions. The District's Administration shall ensure that debt proceeds and investments are tracked in a manner which facilitates the completion of accurate rebate calculations and rebate payments, if any, on an annual basis.

Additionally, bond proceeds, including interest, shall be invested in compliance with the Texas Public Funds Investment Act and the district's local investment policy.

The Executive Director of Finance, (or designee) shall ensure that investments are managed to preserve principal, ensure liquidity, and maximize earnings within allowable risk parameters

3. Continuing Disclosure Requirements

The District shall comply with the Securities and Exchange Commission (SEC) Rule 15c2-12 by filing with each Nationally Recognized Municipal Securities Information Repository (NRMSIR) and State Information Depository (SID) annual financial statements and other financial and operating data required for the benefit of its debt holders no later than six months after the end of each fiscal year. The inability to make timely filings must be disclosed promptly. The District will also notify each NRMSIR and SID of any "material events" (as defined pursuant to SEC Rule 15c2-12) promptly after such event has occurred.

Duties and Responsibilities

The District's Administration is responsible for reviewing and monitoring the activities of the District to determine compliance with the general guidelines and restrictions established by this Policy. The Administration shall review the District's Policy on an annual basis review appropriate changes with the Board of Trustees.

1. Accounting and Tracking

- a. Interest earnings will be recorded in the bond fund and tracked separately for transparency.
- b. The Business Office shall maintain documentation demonstrating that expenditure of interest earnings meet allowable uses.
- c. Quarterly financial reports on bond proceeds, interest earnings, and expenditures will be presented to the Board of Trustees and, if applicable, the Citizens' Bond Oversight Committee.

2. Board of Trustees Oversight and Approval

- a. All uses of bond interest earnings must be reviewed by the Superintendent or Executive Director of Financial Services and approved by the Board of Trustees before expenditure.
- b. Any proposed use of interest earnings for purposes outside the original scope must be reviewed by bond counsel to determine compliance with state law and bond covenants. Any unspent interest earnings remaining after completion of all projects within the

bond authorization may be applied to debt service or other allowable purposes as determined by the Board, in compliance with state law.

**ADMINISTRATIVE
PROCEDURES**

Step 1 Initiation of Request

A requesting department or campus shall submit a complete Bond Proceeds Expenditure Request to the Executive Director of Operations. The submission must include the following:

- A detailed project description and scope of work, including location(s) and intended use.
- An explicit statement of alignment with the Bond Order voter-approved purpose for the relevant bond proceeds authorization.
- A complete budget and cost breakdown, including any prior expenditures for which reimbursement may be requested.
- A procurement methodology compliant with District policies and procedures along with state procurement guidelines.
- Supporting documentation to substantiate the request.
- Approval: The item will be presented to the Owners Work Group for a formal review of project timeline and procurement requirements and any additional compliance-related information required.
- Denial: If information is missing, the item will be dismissed from further consideration.

Step 2 Operations Review

The Executive Director of Operations shall review for completeness, operational feasibility and conformity to the voter approved bond purposes with documented Owners Work Group review.

- Approval: Forward to the Executive Director of Finance.
- Denial: Request is closed; the item will be dismissed from further consideration.

Step 3 Finance Review

The Executive Director of Finance shall determine, availability of sufficient proceeds or investment earnings, and the eligibility of the proposed expenditure under Texas Government Code § 1201.042 and Texas Education Code Chapter 45. Financial feasibility without impairment of other approved projects. Compliance with unspent proceeds.

- Approval: Forward to the Executive Director of Operations for presentation to Citizens's Bond Advisory Committee.
- Denial: Request is closed; the item will be dismissed from further consideration.

Step 4 Citizen's Bond Advisory Committee Review

Executive Director of Operations will meet with the Citizen's Bond Advisory Committee . The item will be presented with project proposal which will consist of all related details to include scope of work, project timeline with supporting financial proceeds reporting for intended project purposes.

Step 5 The Purchasing Agen shall determine compliance with:State and federal procurement laws.Board policy and administrative procurement procedures.Applicable competitive bidding or proposal requirements.

- Approval: Forward to the Superintendent for final administrative action.

Step 6 Superintendent Final Administrative Approval

The Superintendent shall review the request in its entirety, along with all prior approvals.

Approval: Execution of final administrative approval and authorization for expenditure.

Board Notification

Following Superintendent approval, the Executive Director of Finance shall prepare a Bond Expenditure Approval Report for inclusion in the agenda of the next regularly scheduled Board of Trustees meeting. The report shall include:

- Project title, description, and location.
- Amount approved and specific bond funding source (series and fund code).
- Statement of compliance from the Purchasing Agent.
- Superintendent's written approval.
- The report shall be entered into the official Board record

Records and Audit

All documentation related to requests, whether approved or denied, shall be retained in accordance with the District's records retention schedule. Expenditures are subject to review and audit by internal auditors, state oversight,

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 09/23/25

Subject/Title for Agenda Posting: Approval of Recommendation to Negotiate, Award and Execute Contract for RFP 26-013 Consulting Firm for Superintendent Search

Justification Statement: Superintendent Search Firm to support Board of Trustees in search and hire Superintendent of Schools for the Canutillo Independent School District

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

Staff Responsible: Veronica M. Campbell
Signature of Requester(s)
Veronica M. Campbell
Signature of Presenter(s)
CM 9/17/25
Business Services Approval (Initials) *Date*

Agenda Summary:

On September 3, 2025 the Board of Trustees reviewed and evaluated the five (5) search firms who responded to RFP 26-013 Consulting Firm for Superintendent Search. The five search firms each were given twenty minutes for to present to the board on the proposed solution and ten minutes for questions and answers from the Board of Trustees. A quantitative evaluation was used to asses each firm's proposed plan, capabilities, experience, and financial proposal. The evaluation score and selection was based on the firm providing the best value to the District. The evaluation criteria consisted of the firm providing the best price, reputation of the goods and services, the quality of the proposers services, the extent to which the services meet the District's needs, past relationship with the District, the impact on the ability to comply with the laws and rules related to the historically underutilized business, the principal place of business, financial capacity and the proposer's presentation.

Please note this contract award does not automatically extend and/or renew at the end of the search.

RECOMMENDATION: Recommendation to negotiate, award and execute contract with Texas Association of School Boards as the firm providing the best value to the district.

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$15,000

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

Board of Trustees

CONSEQUENCES OF NON-APPROVAL:

Will not be able to fill the Superintendent of Schools Position

IMPLEMENTATION TIMELINE:

January 2026

ATTACHMENT(S): Evaluation Score Sheet, Proposed Timeline and Proposed Contract



Overall Evaluation score :meet

Procurement type: RFP Z&013 Consulting Firm for Superintendent Search

Campus/Dept: *Board of Trustees (*Please note :The evaluation was completed by Six of Seven Board Members, Ms. Lucy Borreao was not present)

Date of Evaluation: September 3, 2025 Special Board Meeting 6:00pm (MST)	Vendor #1 (virtual)	Vendor#2 (in person)	Vendor #3 (in person)	Vendor#4 (in person)	Vendor #5 (in person)	
	Hazard Young Attea Associates (HYA)	JG Consulting	Powell Law Group	Ray & Associates	Tx. Association of School Boards	
Purchase Price	\$25,000.00	\$40,000.00	\$10,000.00	\$30,950.00	\$15,000.00	
TOTAL# of points	30	18.30	15.00	26.30	19.30	27.50
Reputation of the Proposer's Goods and Services						
TOTAL# of points	20	14.60	16.30	17.10	15.10	18.50
The Quality of the Proposer's Goods or Services						
TOTAL# of points	30	20.80	20.30	25.50	24.10	26.60
The extent to which the goods or services meet the District's needs						
TOTAL# of points	30	21.00	23.60	24.60	24.50	27.00
Past Relationship with the District						
TOTAL# of points	5	2.30	3.50	2.00	2.30	3.50
The impact on the ability to comply with the laws and rules related to Historically Underutilized Business						
TOTAL# of points	5	5.00	0.10	0.10	0.10	0.80
The long-term cost to the district to acquire the vendor's goods or services						
TOTAL# of points	0	0.00	0.00	0.00	0.00	0.00
Principal Place of Business		Georgetown, TX	Austin, TX	Cedar Rapids, IA	Austin, TX	
TOTAL# of points	5	1.30	4.10	4.50	2.80	4.50
Other relevant factors the District will consider in selecting a vendor as listed						
Financial Capacity	10	9.60	9.60	9.60	9.60	9.60
Interview/Presentation	20	13.80	15.60	18.50	17.80	19.50
TOTAL# of points	30	23.40	25.20	28.10	27.40	29.10
TOTAL SCORE	155	106.70	108.10	128.20	115.60	137.50
RANK		5	4	2	3	1



***DRAFT**
SUPERINTENDENT SEARCH TIMELINE
Canutillo ISD

EVENT	DAY/DATE	TIME
Planning - review & accept calendar	Tuesday, September 23	6:00 p.m.
Community involvement sessions (optional)	Online In-Person: <i>TBD</i>	TDB
Leadership report	Wednesday, October 22	Submitted electronically
Application deadline	Sunday, November 2	Midnight
Review of applications	Tuesday, November 11	6:00 p.m.
Initial interviews	Monday, November 17	6 - 7:30 p.m.; 8 - 9:30 p.m.
	Tuesday, November 18	6 - 7:30 p.m.; 8 - 9:30 p.m.
	Thursday, November 20	6 - 7:30 p.m.; 8 - 9:30 p.m.
Prepare for follow-up interviews	Thursday, November 20	9:30 p.m.
Follow-up interviews	Monday, December 1	7 p.m.
	Tuesday, December 2	7 p.m.
	Thursday, December 4	7 p.m.
Site visit to home district (optional)	Monday, December 8	To be determined
Vote to name finalist	Tuesday, December 9	6:00 p.m.
Vote to hire	Monday, January 5	6:00 p.m.
Superintendent reports to district	To be determined	

**Please note the final Timeline ,approved by the Board of Trustees, will be included as an Exhibit to the the Executed Contract.*



EXECUTIVE SEARCH SERVICES AGREEMENT

This Executive Search Services Agreement (Agreement) is made by and between the Board of Trustees of the Canutillo Independent School District (Board or District), El Paso County, Texas, and the Texas Association of School Boards, Inc. (TASB), a nonprofit Texas corporation, through its Executive Search Services {ESS} division, based in Austin, Texas.

RECITALS

WHEREAS, at a duly held meeting of the Board, TASB was engaged as an independent consultant to assist the Board in a search for a new superintendent for the District; and

WHEREAS, TASB accepted this engagement;

NOW, THEREFORE, pursuant to the authority of Section 11.151 of the Texas Education Code and the general laws of the State of Texas, the Board and TASB agree as follows:

I

Performance by TASB. TASB duties and responsibilities under this Agreement are specified in Exhibit A, which is attached hereto and incorporated by reference.

11

Performance by the Board. The Board agrees to work with TASB in the search for the new superintendent for the District. The parties agree that the final decision for selection to the superintendent position is left solely to the Board. In light of this working relationship, the Board agrees to accept the following duties and responsibilities:

A. Promptly inform TASB consultants about all matters relevant to the search, including without limitation matters which must be kept confidential.

B. Adhere to the Search Timeline established under and as provided for in Exhibit A.

C. Promptly determine and assist in arranging a schedule for interviews with candidates.

D. Maintain the confidentiality of the information provided by TASB, including any background check information, whether oral or written and regardless of format (e.g., electronic or paper). If the Board is required to disclose such information pursuant to state or federal law, the Board must notify TASB before disclosing the information so that TASB will have an



opportunity to protect its interest. The obligation imposed under this paragraph shall survive the termination of this Agreement.

E. Unless otherwise agreed in writing, TASB will arrange for a background check of each candidate selected for interview by the Board to be performed by a third-party provider. The District agrees to comply with the Background Check Requirements attached and incorporated into this Agreement as Exhibit B. This background check will not substitute for the criminal history background check the District must conduct under state law. [TASB Legal Services phone line: 800-580-5345.]

F. Each individual member of the Board will execute the Acknowledgment of Confidentiality ("Acknowledgment"), attached hereto as Exhibit C, and abide by the terms of the Acknowledgment.

III.

Payments. The District will pay TASB a professional services fee in the amount of \$15,000 to provide the services outlined in Exhibit A. This fee is inclusive and covers all of TASB's related out-of-pocket expenses, except as provided herein. TASB will bill the District for the full amount owed under this Agreement within 10 business days after the date the Board votes to hire a candidate or within 10 business days after TASB has fulfilled its duties and responsibilities leading to the selection of a finalist as set forth in Exhibit A. If either party terminates this Agreement, TASB will bill the District the fee due in accordance with Section V and payment is due within 30 days after the District's receipt of the bill, unless a longer period is required by law. Any taxes, FICA, or other deductions which the District is legally required to make from the pay of regular employees will not be withheld from TASB payment(s) since TASB is an independent contractor.

A. If the Board chooses to reimburse a candidate for travel or other expenses, such expenses are not included in the fee payable to TASB under this Agreement. The District is responsible for paying any such expenses.

B. Should the Board elect to conduct a site visit to the school district of a candidate, the travel and lodging expenses will be paid by the District. In the event the Board requests TASB to accompany the Board representative(s) on a site visit and TASB consents, TASB will pay the expenses of the attending TASB search consultant if the site visit is within Texas.

IV.

Warranty. Should a superintendent hired pursuant to this Agreement leave the District within two years from the date of hire, for any reason other than a family emergency, TASB will perform a one-time search for a replacement. Expenses charged to the District for this one-time search will include all travel to and from the District. This warranty does not apply if, with respect



to the initial search, the Board does not follow the process set out in Exhibit A. The search process will be modified should TASB reopen the search.

V.

Termination. This Agreement may be terminated by either party upon written notice to the other party as follows.

A. If the District terminates this Agreement for any reason, including for convenience, the District will provide TASB with seven days' prior written notice of termination and pay TASB the amount due under the Earned Fees Table set out below.

B. (1) If TASB terminates this Agreement due to the District's material breach of the Agreement, as determined by TASB, the District will be responsible for the amount due under the Earned Fees Table set out below. However, to the extent the breach can be cured, TASB shall give the District at least a 15-day opportunity to cure before resorting to termination.

(2) If TASB terminates this Agreement for any reason other than the District's material breach, TASB will provide the District with seven days' prior written notice of termination and the District will be responsible only for expenses TASB incurred under this Agreement as of the date of termination. Notwithstanding Section 11, expenses shall include TASB's out-of-pocket expenses that normally are included in its overall fee.

C. The below Earned Fees Table is based on when termination occurs relative to the performance of key milestones. The District understands and agrees that damages from an early termination are difficult to ascertain because TASB expends considerable time and effort in preparing for and delivering on all aspects of the services provided under this Agreement. Therefore, the percentage of the overall fee due under the Earned Fees Table constitutes liquidated damages and not a penalty. Moreover, the District remains responsible for paying any expenses incurred that are otherwise not included in the TASB fee (see Section III). The District will pay the amount due within 30 days of receipt of TASB's bill unless a longer period is required by law.

Performance Milestone	Amount due TASB
1. After Agreement Execution	20% of fee
2. After Planning Session	30%of fee
3. After Community Profile Session	40% of fee
4. After Profile Report for Board	50% of fee
5. After Review of Application Session	75% of fee
6. After Preparation for Follow Up Interviews	100% of fee



Note: If the Board votes to engage TASB-ESS but fails to sign the contract, any expenses incurred by TASB, due to the District's request for services, will be remitted to the District for payment.

D. This Agreement is subject to cancellation by either party due to acts of God, riots, strikes, labor difficulties, acts of public authorities, or any other similar condition beyond the control of either party that impedes or frustrates full performance.

VI.

Controlling Law/Venue. This Agreement will be interpreted under, and controlled by, the laws of the State of Texas. Venue shall lie in Travis County, Texas.

VII.

Ownership of Records. TASB is an independent contractor. All records, gathered from persons or entities, other than the District, for purposes of this Agreement, are the sole property of TASB. The Board will not have access to TASB files, correspondence, or other records, including those developed for this search, unless permitted by TASB (it being agreed that permission will not be unreasonably withheld) or as required by law.

VIII.

News/Media. TASB will cooperate with the District as the District coordinates the release of names and biographical information on candidates, in accordance with applicable law.

IX.

Limitation of Liability. To the extent permitted by applicable law, TASB's liability under this Agreement is limited to the fees paid to TASB under this Agreement. TASB shall have no responsibility or liability for any of the following actions by the Board, any member of the Board, or the District: (a) any breach of this Agreement, (b) any violation of applicable law, including the Fair Credit Reporting Act (FCRA), (c) any disclosure of information related to a candidate, or (d) any unlawful or unauthorized use or disclosure of any background check information obtained under this Agreement.

X.

Attorney's Fees. The parties agree that, in the event of a lawsuit relating to this Agreement, the prevailing party is entitled to recover its reasonable and necessary attorney's fees.



XI.

Entire Agreement. This Agreement constitutes the entire agreement between the Board and TASB and supersedes all prior written or oral understandings and agreements. This Agreement may not be modified unless the parties execute a written amendment.

The undersigned represent and warrant that they are duly authorized to sign this Agreement in the capacity stated and have full authority to enter into this Agreement on behalf of and bind their respective entities to its terms and conditions. This Agreement becomes effective the date as of which it is executed by both parties.

BOARD OF TRUSTEES OF CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: -----
President, Board of Trustees

Date: -----

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

BY: -----
George Kazanas
Division Director
Executive Search and Field Services

Date: -----



EXHIBIT A: DUTIES AND RESPONSIBILITIES

The following duties and responsibilities supplement those referenced in the parties' Executive Search Services Agreement (Agreement).

A. TASB will perform these tasks in consultation with the District's Board or representatives:

1. Make public announcements of superintendent vacancy.
2. Develop a search timeline (Search Timeline), which may be modified upon the agreement of TASB and the Board.
3. Assist Board in drafting notices of all public meetings.
4. Conduct focus group/community involvement sessions and provide an on line survey for community input, which may include the following:
 - a) Board members
 - b) Teachers
 - c) Students
 - d) Central office administrators
 - e) Principals and assistant principals
 - f) Paraprofessionals and auxiliary personnel
 - g) PTA and PTO members
 - h) Business, professional, and civic leaders
 - i) Former board members
 - j) Special interest groups
 - k) Media
5. Assist in reviewing focus group/community input and using it to create desired leadership qualifications and characteristics of new superintendent.
6. Develop qualifications and characteristics.
7. Solicit qualified candidates, as determined by qualifications and characteristics.
8. Screen all applications for completeness.
9. Screen all candidates for minimum qualifications specified by Board.
10. Provide applications and supporting materials for Board's review.

11. Unless otherwise agreed in writing, arrange for background checks of candidates selected for interview by the Board. Background checks may include multiple reports (e.g., National Criminal, Global Watchlist, County Criminal, Statewide Criminal, National Sex Offender, Federal Criminal, Federal Civil, DMV Report, Education Verification, Employment Verification, Social Media Review, Employee Credit Report, and Bankruptcies, Liens and Judgments).
12. Assist Board with the process of evaluating candidates and selecting those to be interviewed.
13. Review interview procedures and meeting agenda for initial interviews.
14. Assist Board in preparing questions for interviewing candidates.
15. Contact candidates and set up schedule for initial interviews.
16. Review questions and procedures for follow-up interviews.
17. Assist in developing procedures for follow-up interviews.
18. Arrange for candidates (and spouses, if requested) to attend follow-up interviews.
19. Assist Board in developing a draft salary and benefit package for new superintendent.
20. Assist in arranging for Board's subcommittee to visit the home district of the candidate of interest, if applicable.
21. Assist Board's subcommittee in reporting to full Board on visit to the home district of the candidate of interest, if applicable.
22. Assist Board in the process for naming finalist(s).
23. Assist Board in announcing selection of lone finalist(s) to media.
24. Assist Board in the process for hiring new superintendent.
25. Confirm results of Board's vote to hire new superintendent.
26. Assist Board in announcing selection of new superintendent to media.
27. Award continuing education credit for Board members' training in interview process.



B. The Board will be responsible for the following:

1. Obtaining any criminal history background check required under state law. Background checks obtained under this Agreement do not fulfill this requirement. TASB will advise each candidate that any employment offer made by District will be conditioned upon the candidate's successful clearance of a criminal history background check. Additionally, TASB will ask each candidate the Board plans to interview to self-report any criminal conviction history, and the candidate will be encouraged to convey information that will help the Board conduct an individualized assessment of any criminal history (e.g., evaluate the nature and gravity of the offense, the time elapsed since the offense, and similar factors).
2. Accepting and adhering to the Search Timeline.

C. This section applies if the search cannot proceed in accordance with the Search Timeline because of a change to the Timeline that has not been agreed to by TASB and the Board as provided for in Section A(2) of this Exhibit A. If and as soon as (but no later than 10 days after) a party has reason to believe that the party will or may not be able to adhere to the Search Timeline, the party will provide the non-delaying party written notice of the delay. If the delay is not cured within 45 days of receipt, or within 45 days of the delay if no notice is given, the non-delaying party may terminate the Agreement in accordance with Section V of the Agreement, and TASB shall be paid in accordance with Section III of the Agreement. Alternatively, the search may be suspended or further delayed for a period and upon such terms as TASB and the District agree in writing.

Initials: Board ___ TASB __ _

EXHIBIT B: BACKGROUND CHECK REQUIREMENTS

For all background checks performed under Section II(E) of the parties' Executive Search Services Agreement (Agreement), the District, including the Board, agrees that it will:

1. not distribute, disclose, sell, give, or trade any background check report, or any information contained in any background check report, to any other party, unless required by law;
2. not utilize any information in violation of any federal or state equal employment opportunity law or regulation;
3. not request any criminal record information prior to the time permitted by applicable law, ordinance, or regulation commonly referred to as "ban-the-box" restrictions;
4. provide a reasonable amount of time (generally not less than five business days) prior to taking any adverse action against the subject of a background check provided under the Agreement, if such action will be based in whole or in part upon the information contained in the background check, and provide notice to TASS of the decision to take action so that TASS can, except as otherwise provided by law, advise the subject of the Board's intent to take adverse action and provide a copy of the background check report to the subject and a description, in writing, of the subject's rights under the Fair Credit Reporting Act {FCRA};
5. after taking adverse action based in whole or in part upon information contained in a background check provided under the Agreement, provide notice to TASS of that action so that TASS can:
 - a. provide notice of such action to the subject of the background check;
 - b. provide the name, address and telephone number of the third-party provider that conducted the background check; and
 - c. inform the subject that he/she is entitled to a free copy of the background check report and has the right to dispute the record through the third-party provider and that the third-party provider is unable to provide the subject with the specific reasons for the adverse action;
6. comply with the FCRA and applicable state laws with respect to all background check reports and follow the requirements of the Driver's Privacy Protection Act (DPPA) and the applicable state laws implementing the DPPA with respect to all motor vehicle reports; and
7. maintain documentation showing compliance with this Exhibit 8 for a period of two years or during the employment of the subject of the background check, whichever is longer.



Initials: Board ____ TASB __ _

EXHIBIT C: ACKNOWLEDGMENT OF CONFIDENTIALITY

Canutillo Independent School District

This document should be signed by each member of the Board of Trustees and any other person who will have access to confidential information.

We understand and agree that, subject to Texas and federal law, the information provided by the Texas Association of School Boards, Inc. (TASB) through Executive Search Services is confidential, and we are obligated to protect the confidentiality of the information, whether oral or written, and regardless of the format (e.g., electronic or paper). We will ensure that the information is kept out of view from those who are not authorized to see the information, and we will only use the information in an appropriate manner as authorized by the District's agreement with TASB or as authorized by law.

Date

Signature

Printed Name



Signature

Printed Name

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Request and Possible Action Regarding Request for Staffing and Stipends for School Year 2025-2026

Justification Statement: Discussion and Possible action to address the hiring of personnel and Stipends for 2025-2026

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

Staff Responsible: Martha Carrasco, Chief Human Resources Officer

Signature of Requester(s)

Martha Carrasco, Chief Human Resources Officer

Signature of Presenter(s)

Business Services Approval (Initials)

September 2025
Date

Agenda Summary:

Discussion and Possible action to address the hiring of personnel and Stipends for 2025-2026

Please note: Finance has indicated that there is no funding available for positions of Policer Officer and Pre K Aide and for the stipend for Lead Couselor. If approved by the BOT, the funding will be from fund balance in the total estimated amount of \$95,456.59 (for both positions and stipend).

Funding is available for those stipends paid with the Teache Incentive Allotment (TIA) and for the Special Education position requested.

RECOMMENDATION:

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT: Human Resources

CONSEQUENCES OF NON-APPROVAL: Staffing shortages may hinder district personnel and operations

IMPLEMENTATION TIMELINE: School Year 2025-2026

ATTACHMENT(S): HR Personnel Recommendation



2025-2026 POSITION / STIPEND REQUESTS

POSITION	FLSA	PAYGRADE	EST. HRLY	EST. DAILY	WDAY	FUNDING	REQUESTOR	EST. ANNL	ET. FRINGE	EST W/FRINGE	QTY	EST. TOTAL COST
Police Officer**	NE	AUX 8	\$26.35	\$210.80	244	199	Chief Fernando Martinez	\$51,435.20	\$7,715.28	\$59,150.48	1	\$59,150.48
Pre-K Aide**	NE	IS 2	\$18.56	\$148.48	181	199	Dr. Jessica Melendez Carrillo	\$26,874.88	\$4,031.23	\$30,906.11	1	\$30,906.11
Licensed School Psych	E	AP 5	\$51.92	\$415.36	190	199	Melissa Mena	\$78,918.40	\$11,837.76	\$90,756.16	1	\$90,756.16
New Stipends												
Lead Counselor**	E				200	199	Dr. Jessica Arellano	\$5,000.00	\$400.00	\$5,400.00	1	\$5,400.00
TIA C&I Support	E				224	TIA Funds	Dr. Debra Kerney	\$3,500.00	\$280.00	\$3,780.00	5	\$18,900.00
National Board Cert. Mentor	E				187	TIA Funds	Dr. Debra Kerney	\$2,500.00	\$200.00	\$2,700.00	1	\$2,700.00
Stipend Adjustment												
TIA Data Support Specialist	E				224	TIA Funds	Dr. Debra Kerney	\$500.00	\$40.00	\$540.00	2	\$1,080.00
											\$208,892.75	<< GRAND TOTAL

****Please note: Finance has indicated that there is no funding available for positions/stipends marked with an asterisk and if approved by the BOT, funding will be from fund balance in the total estimated amount of \$95,456.59**

Funding is available for those stipends paid with the Teacher Incentive Allotment (TIA) and for the Special Education position request.

Date: 09/15/2025



OFFICE OF THE ASSOCIATE SUPERINTENDENT

#BestSmallDistrictinTexas

MEMORANDUM

TO: MARTHA CARRASCO, CHIEF HUMAN RESOURCES OFFICER
FROM: DR. DEBRA Y. KERNEY, ASSOCIATE SUPERINTENDENT
SUBJECT: TEACHER INCENTIVE ALLOTMENT & NATIONAL BOARD CERTIFICATION STIPEND ADJUSTMENTS/ADDITIONS
DATE: September 15th, 2025

SUMMARY: The approval of stipends is being requested for staff for 2025-2026 that were inadvertently missed in terms of either the number of stipends allocated in an area, the omission of a category, and the adjustment of a stipend in another category. Stipend amounts are based on the number of staff supported/impacted and the duration of supports that are provided, such as throughout the year or during data submission/analysis periods.

TIA C&I Supports – New Category

This is to compensate C&I staff for task expectations above and beyond their job description, carried out throughout the school year, solely for the purposes of TIA. This involves a wide range of supports, making it possible for teachers to become eligible for the TIA. Without these supports needed, eligibility and designation would not be possible for teachers. Teachers in all eligible categories are supported by C&I staff. The amount of the stipend is \$3,500.00. There is a total of 5 stipends for the 2025-2026 school year.

Role Expectations:

Tasks Prior to Test Administration

- Assisting with Assessment Creation, Translation, and Supports
- Research and evaluate potential TIA assessment tools.
- Select TIA assessment tools based on TEKS coverage and grade-level appropriateness.
- Create TIA assessment by analyzing test banks in Eduphoria.
- Format and upload TIA assessment to Eduphoria.
- Reformat, translate and review assessments for Spanish K-5 (if applicable).
- Provide accessible versions of assessments as needed (paper assessments).
- Ensure students have access to online assessments in the applicable platforms. In multiple testing platforms Eduphoria, CLI Engage and Renaissance assessment platforms.
- Remind teachers to check student accommodations applicable to BOY and EOY testing.
- Ensure assessments are assigned to appropriate classes and grade levels.

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

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



Texas Education Agency A-Rated Three Years in a Row.

P: (915) 877-7481
F: (915) 877-7522
canutillo-isd.org

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).

For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact the Human Resources Division: (915) 877-7423 | 7965 Artcraft Dr. | El Paso TX 79932.

Provide training resources for teachers and administrators.
Provide PLC support in identifying target assessment dates.

During Test Administration

Set and manage Start and Stop dates for TIA assessments.
Open and close assessments in Eduphoria and other applicable platforms according to campus testing calendar.
Provide support for teachers using the online Eduphoria, CLI Engage and Renaissance assessment platforms.
Monitor completion of TIA assessment and provide updates for administrators and teachers as needed.

After Administration

Grade short constructed responses for TIA assessments.
Review assessment completion with district testing coordinator to ensure all student BOY and EOY test data has been captured and is complete.
Close all assessments.
Support teachers' use of BOY data in PLCs to support growth goals.
Troubleshoot reporting tools and assessment software as needed to support District Testing Coordinator.

National Board Certification Mentor Responsibilities- Adjusted Number of Stipends

For NBC Mentor Stipends, there are 5 mentors, not 4 as previously identified. We need to include one additional stipend for the 2025-2026 school year. The amount of the stipend is \$2,500.00. There are a total of 5 for the 2025-2026 school year.

Role Expectations:

Mentors must maintain communication with candidates once/month at minimum. If mentors are not communicating with candidates, then candidates will be assigned to another mentor.

- Mentors are expected to speak to candidates about their components to help them understand what is expected and to proofread their components at least once to help them understand if they are meeting the qualifications of NB.
- Mentors will be provided with a substitute for one day to review submitted components.

Mentors must provide NBC Coordinator documentation of support provided to candidates.

TIA Data Support Specialist Adjustment -Adjustment/Reallocation due to RIF

There is a need to adjust the stipend for this category due to reduction in force (RIF) and the increase of

responsibilities for the remaining staff who will carry out the needed tasks.

Role Expectations

Assists in PEIMS and SCOMS data verification processes needed to ensure data accuracy. This stipend was previously \$1,000.00 each for 3 staff (\$3,000.00). This amount will now be split between 2 staff members, in the amount of \$1,500.00 each.

CANUTILLO ISD'S TEA-APPROVED TIA SPENDING PLAN

TIA Funding Requirements

TEC Section 48.114 (i)(1)(A) states that: "A district shall annually certify that funds received under this section were used as follows: At least 90% of each allotment received was used for the compensation of teachers employed at the campus at which the teacher for whom the district received the allotment is employed."

90/10 Rule

The statute requires that 90 percent of the funds earned through the district's locally designed designation system be spent on teacher compensation on the campus where the designated teacher works. Canutillo ISD believes and supports this requirement, and will ensure that when teachers earn a designation of recognized, exemplary, or masters, they will be compensated with a stipend funded by the state. The statute also states no more than 10% of the Teacher Incentive Allotment funds should be used at the district level to support rollout and implementation of TIA. Canutillo ISD also believes and supports this requirement. The District shall retain 10% of the TIA dollars to use as follows:

- funding for student growth measure assessments and/or analysis,
- costs associated with district created pre-test/post-tests,
- stipends for National Board Certification mentors or other mentors, and funding for non-teacher compensation

Funding Source: 199.11.6118.71.003.11

1. GENERAL FUNCTIONS-OTHER

1.A. Call to Order

Meeting was called to order at **6:01 PM**

1.B. Pledge of Allegiance

1.C. Texas Pledge of Allegiance

Mr. Isaac Oliva and audience members led the Pledge of Allegiance and the Texas Pledge.

1.D. Roll Call

Trustees Present: Barnes, Borrego, Maldonado, Martinez, Ortega, Rodriguez

Trustees Absent: Zuniga

1.E. CISD Vision and Mission Statements

Vision was read by trustee Borrego, and the Mission Statement by trustee Maldonado

2. OPEN FORUM-OTHER

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

Each participant will be limited to THREE MINUTES to make comments to the Board.

The Board is NOT permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.

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

Isaac Oliva - Regarding Health Insurance with Aetna

Mr. Oliva mentioned that he has a hurt hip and that due to district change to Aetna insurance he has struggled to find in network coverage and faced denial of coverage by the provider. He stated that Aetna refused to help him despite having to file multiple appeals. He mentioned that they deny his life saving medications and is asking for the district to use money from HB2 towards changing the district insurance and going back to Blue Cross Blue Shield.

Anna Garcia - Speech Language Pathologist Salary.

Mrs. Garcia mentioned that she has been working for CISD for 3 years and is split between Reyes Elementary and Childress Elementary. Mrs. Garcia mentioned that each SLP sees about 45 children per day. She believes that the SLP program needs to grow in Canutillo. She also stated there is a high demand for SLPs in the district and

that they provide multiple services. She wants the board of trustees to think about Speech Language Pathologist with the HB 2.

Pamela Perez - Lead SLP

Ms. Perez has been with the district for 10 years and she feels like SLPs give the students a voice using assisted technology. They provide services to parents and assist teachers with support for the students in their classroom. She mentioned that they are direct service providers, and she is disappointed to learn that HB2 did not include them. She is advocating for salary increases for the SLPs.

3. **BOARD OF TRUSTEE BUSINESS**

Dr. Galaviz suggested having the executive session before continuing with the rest of board business.

Close at **6:15 PM**

Reconvened in open session at **6:43 PM**

3.A. Healthcare Update Presentation

Mrs. Martha Carraco and Ms. Natalie Heskett from Gallagher presented to the board with an update on how the plan has been working for the previous months.

Mrs. Maldonado raised concerns over the employee who mentioned having claims denied previously.

HR will meet with him the following day to address his concerns.

Mrs. Maldonado asked if there is a healthcare committee.

Mrs. Carrasco explained the new healthcare committee is composed of Mrs. Pulley, Mrs. Uranga, the Gallagher Team and Aetna Team.

Dr. Galaviz explained that due to financial decisions the previous healthcare committee was paused.

Mrs. Hasket mentioned that we are in year one of a 3-year contract. But that doesn't mean that they can't re-evaluate at a future time.

Mrs. Carrasco mentioned that at this point the recommendation would be to increase the district contribution from \$623 to \$723 and re-evaluate at a later point the employee contribution. Mrs. Maldonado mentioned that through HB2 there were about 106 dollars allocated per student and that it can be used in different ways to fight inflation. Mrs. Carrasco explained that the 2 million in savings from 200 employees who did not enroll could be a combination of the RIF and also employees who migrated to their spouses insurance.

Mrs. Barnes requested a survey to go out to employees to find out why they did not enroll and to see if they are not enrolling due to not being able to afford it.

No Action Taken

- 3.B. Discussion and Possible Action for Approval of Increased District Health Contribution Per Enrolled Employee of \$100 Per Month, From \$623 to \$723
Trustee Borrego motioned to approve administrations recommendation, Second by trustee Ortega.

Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,
Rodriguez-Yes.
All in favor, motion Passes.

- 3.C. Discussion and Possible Action to Approve the 2025-26 Compensation Package
Mrs. Carrasco Presented to the board about how HB2 provided allotments for employee compensation as well as the positions it is intended to be distributed to. Mrs. Borrego mentioned for clarification that HB2 said who was eligible and which employees were not eligible to receive an increase in compensation. Mrs. Maldonado also mentioned that the state provided \$45 Dollars allocated specifically for raises and 1% for support staff only.

Mrs. Borrego clarified that the employees who will receive the 1% would be hourly staff, counselors, librarian and nurses.

Dr. Galaviz suggested board of trustees approve the compensation package as presented.

Trustee Borrego motion for approval, Seconded by trustee Barnes
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,
Rodriguez-Yes.
All in favor, motion Passes.

Mr. Rodriguez explained that state legislature did not added money to the basic allotment and it did not account for inflation.

Mrs. Ortega expressed that it is good news that state finally gave out money to public schools.

- 3.D. Discussion and Possible Action Regarding July 2025 SBM
Board Members discussed availability dates to schedule a SBM in July to take care of the pending LVL III Grievance, GMP's from Procedeo, and other pending items.

No Action taken

4. PUBLIC HEARING

- 4.A. Public Hearing Regarding the Proposed 2025-26 Annual Budget. The Public is Invited to Attend and Provide Public Comment.

Mrs. Cristy Pulley provided a presentation on the current SY2025-26 budget. Trustee Borrego thanked administration for presenting a balanced budget. Trustee Ortega mentioned that the child nutrition budget is balanced and healthy and she would like to see some of the money going back to the children. Dr. Galaviz seeked clarification if this meant in a way for Child Nutrition to enhance the food quality. Trustee Maldonado added she would like to see a decrease in processed food and find a way to make it better and healthier.

No Public Comment.

4.B. Discuss and Possible Action Regarding the Approval of the 2025-26 Annual Budget

Motion to approve 2025-26 Annual budget as presented by administration by trustee Borrego, Second by Ms. Maldonado.

Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-No, Ortega-Yes, Rodriguez-Yes.

Motion Passes.

Mr. Martinez made a remark that he believes that future land sales need to be set aside for future development of the district. Mr. Rodriuez specified that is not an item on the agenda. Mrs. Maldonado added that even though it might be a good idea for the future, the current priority would be to balance the budget.

Mr. Martinez made comment stating that district has sold multiple land pieces and that is the only thing keeping the district afloat.

5. CONSENT AGENDA-VOTING

5.A. BUSINESS SERVICES

5.A.1. Approval of the Meeting Minutes

5.A.1.a. Approval of the May 20, 2025 SBM Minutes

5.A.2. Approval of the Monthly Donations

5.A.2.a. Board Acceptance fo the May 2025 Donations Report

5.A.3. Approval of the Budget Amendments

5.A.4. Memorandum of Understanding and Agreement between Canutillo ISD and Aliviane Inc.

5.A.5. Annual report of district membership with various Cooperative and Inter-local Programs that support the districts' day-to-day purchasing operations

5.A.6. Approval of Program Evaluation Report 2025

Trustee Barnes expressed concerns over % of programs not being used and now being brought fore renewals. Mrs. Borrego suggested the implementation of a system to check on program utilization. Dr. Arellano also clarified

Motion to approve by Mrs. Barnes and second by trustee Borrego.
Dr. Arellano explained how programs are being utilized based on the questions provided by trustee Barnes.

Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes.

All in favor, motion Passes.

5.A.7. Approval to Enter Into Inter-local Agreement Between Canutillo ISD and Region 10

5.A.8. Approval of the Easement Agreement for Texas Gas Services at Garcia Elementary

5.A.9. Approval of District Quarterly Investment Reports

5.A.10. Approval of the Investment Resolution - Officer Designation, Training Sources, and Investment Sources and Review and Approval of the Investment Policy

5.B. *CURRICULUM AND INSTRUCTION*

5.B.1. Approval of Interlocal Agreement between the University of Texas at Austin and Canutillo ISD for the 2025-2026 OnRamps dual-enrollment program

5.B.2. Approval of the Memorandum of Understanding between Centro de Salud Familiar La Fe, Inc. and Canutillo ISD

5.C. *HUMAN RESOURCES*

5.C.1. Discussion and Recommendation to approve TASB Localized Policy Update 125

5.C.2. Approval to pay DAEP teacher Teacher of the Year stipend in the amount of \$500 for the 2024-2025 school year.

5.C.3. Discussion and Possible action regarding revision to 2025-2026 Temporary Employment, Non-Contractual Stipend and Supplemental Pay Schedule

Mrs. Barnes questioned the Grant Project Manager stipend for math. She specified there would be no stipend awarded as there were no available math grants. Dr. Arellano mentioned it would be removed and it would be brought to the board in the future if grants became available.

Trustee Barnes motioned to approve 2025-26 temporary employment non-contractual stipend and supplemental pay schedule with removal of the grant project manager for math. Second By trustee Ortega.

Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes.

All in favor, motion Passes.

5.D. Approval of the Board's Proposed Changes to Local Policies (BE, BBC)

5.E. Approval of Removal of Board Self-Constraint #2 to align with District Policy BE (Local)

Consent agenda was approved by pulling items 5.A.6(Program Evaluation) and 5.C.3. (Stipends)

Trustee Borrego motioned to approve consent agenda with exception of items 5.A.6 and 5.C.3, Trustee Ortega Second the motion
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes.
All in favor, motion Passes.

6. EXECUTIVE SESSION

Closed at 6:15 PM

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

(A certified agenda or recording of a closed meeting is confidential and is not available to the public except by court order. A person who knowingly and without lawful authority makes a certified agenda or recording public commits a Class B misdemeanor. Any exceptions will be communicated in accordance with applicable policies and regulations)

6.A. Discussion regarding administration's recommendation for Garcia Elementary School Principal.

6.B. Discussion Regarding Lease Agreement With EPCC.

7. NEW BUSINESS (continued); OTHER

Open at 6:43 PM

7.A. Discussion and possible action regarding administration's recommendation for Garcia Elementary School Principal.

Mrs. Barnes motioned to approve Ms. Janette Plaza as principal of Garcia Elementary. Second By Mrs. Borregp
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes

All in favor, motion passes.

7.B. Discussion and Possible Action Regarding Lease Agreement With EPCC.
No Action Taken

8. ADJOURNMENT

Meeting Minutes
Regular Board Meeting
Tuesday, June 24, 2025 6:00 PM

Canutillo ISD Administration Office
7965 Arcraft
El Paso, TX 79932

The meeting was adjourned at **8:21 PM** under unanimous consent.

Presented to the Board of Trustees for approval on **September 29, 2025**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

1. GENERAL FUNCTIONS-OTHER

1.A. Call to Order

The meeting was called to order at **5:00 PM**

1.B. Roll Call

Trustees Present: Barnes, Borrego, Maldonado, Martinez, Ortega, Rodriguez (Via Zoom), Zuniga

2. OPEN FORUM-OTHER

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

Each participant will be limited to THREE MINUTES to make comments to the Board.

The Board is NOT permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.

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

No Participants for open forum

3. BOARD OF TRUSTEE BUSINESS

3.A. Approval of the Texas Reads & Leads Grant Agreement Between Canutillo ISD and the Charles Butt Foundation

Dr. Arellano answered trustee Barnes questions regarding funding, usage and whether it would free up additional funding.

Motion to approve by trustee Borrego and Second by Mr. Rodriguez

Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez (Via Zoom)-Yes, Zuniga-Yes

All in Favor Motion Passes

3.B. Discussion and Possible Action to Authorize the Guaranteed Maximum Price for Renovations and Upgrades to Bill Childress Elementary School.

Mr. Ernesto Ortiz presented to the board the guarantee maximum price for Bill Childress. Mr. Rodriguez raised concern over a possible conflict of interest that was presented by another board member. Mr. Blanco clarified that she (Trustee Ortega) would be unable to participate in discussion or vote. Mr. Blanco also specified that during closed sessions it might be necessary for board member to step out; however, during regular open sessions it is not required. Mr. Rodriguez stated for the record that he is not in agreement.

Mr. Rodriguez motioned to approve the administration's recommendation for the Guaranteed Maximum Price for Bill Childress Elementary. Trustee Borrego seconded the motion.

Trustee Barnes asked additional questions about pricing discrepancies. Trustee Martinez asked if there are any plans on how to administer the contingency money if there is any left over from the project.

Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Abstained,
Rodriguez (Via Zoom)-Yes, Zuniga-Yes
Motion Passes

3.C. Discussion and Possible Action to Authorize the Guaranteed Maximum Price for Renovations and Upgrades to Gonzalo and Sofia Garcia Elementary School.

Trustee Barnes asked for clarification on why was HVAC added to GES since it was not initially on the list. Mr. Ortiz clarified that the units are at end of life cycle and they are bringing proactive.

Trustee Maldonado asked about the Carbon Monoxide Detectors that were added. Mr. Ortiz explained that the County of El Paso will require them as they are replacing complete roof units.

Mr. Armando Rodriguez motioned to approve the Guaranteed Maximum Price for Renovations to Garcia Elementary, Trustee Borrego seconded the motion.

Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Abstained,
Rodriguez (Via Zoom)-Yes, Zuniga-Yes
Motion Passes

3.D. Discussion and Possible Action to Authorize the Guaranteed Maximum Price for Renovations and Upgrades to Jose H Damian Elementary School.

Mrs. Maldonado expressed concerns over how many classrooms will be demolished to create the multi-purpose classroom.

Dr. Rico explained that JDE is at 63% capacity and has enough room for those modifications.

Mr. Martinez expressed his disagreement over the changes to create a multi-purpose classroom

Mrs. Maldonado asked how classrooms are being utilized and if they would be able to convert them back into classrooms.

Mr. Rodriguez mentioned that these are campus and committee recommendations

Mr. Armando Rodriguez motioned to approve the Guaranteed Maximum Price for Renovations to Jose Damian Elementary. Trustee Zuniga seconded the motion.

Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Abstained,
Rodriguez (Via Zoom)-Yes, Zuniga-Yes
Motion Passes

3.E. Discussion and Possible Action on Utilization of Bond Interest.

Mr. Ortiz presented to the board on bond money utilization. He also explained how bond money can be utilized according to the law.

Trustee Borrego suggested having a bond interest workshop to explore legal ways bond interest could be used.

Mr. Ortiz mentioned that the GMPs should be under budget; however, the board needs to have an action plan.

Trustee Barnes

The board of trustees explained that a bond interest workshop in August/September would be a good idea and that including the community and CBAC would help with transparency.

No Action Taken

4. **EXECUTIVE SESSION**

Meeting was closed at **6:06 PM**

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

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4.A. Discussion with administration regarding the potential sale of district owned property located at [RFO 2025-18 Possible Sale of Property 6300 Strahan Road]

4.B. Discussion regarding the terms of the agreement for the Interim Superintendent.

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

Board Reconvened in Open Session at **6:37 PM**

5.A. Discussion and possible action regarding the potential sale of district-owned property located at [RFO 2025-18 Possible Sale of Property 6300 Strahan Road]

Mr. Blanco explained that the item will be brought back on the July 21st special board meeting as they are still finalizing the terms of that contract.

No Action.

5.B. Discussion and Possible Action Regarding the terms of the agreement for the Interim Superintendent.

Mr. Blanco explained that the board reached a consensus, and he would like the board to entertain a motion to approve the rems based on the request made by Dr. Arellano in closed session and approve the completion, and allow Mr. Rodriguez, the board president, to sign the contract for the superintendent.

Trustee Borrego motioned for approval, and trustee Maldonado seconded.
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez
(Via Zoom)-Yes, Zuniga-Yes
Motion Passes

6. ADJOURNMENT

The meeting was adjourned at **6:39 PM** under unanimous consent.

Presented to the Board of Trustees for approval on **Sept 29, 2025**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

1. GENERAL FUNCTIONS-OTHER

1.A. Call to Order

The meeting was called to order at **5:01 PM**

1.B. Roll Call

Trustees Present: Barnes, Maldonado, Ortega, Zuniga

Trustees Absent: Borrego, Rodriguez (Online via Zoom)

Trustees Late: Martinez at 6:07 PM

2. OPEN FORUM-OTHER

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Each participant will be limited to THREE MINUTES to make comments to the Board.

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No participants signed up to be heard.

3. EXECUTIVE SESSION

Closed at 5:04 PM

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

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3.A. Discussion with administration regarding the potential sale of district owned property located at [RFO 2025-18 Possible Sale of Property 6300 Strahan Road]

4. NEW BUSINESS (continued); OTHER

Meeting reconvened at **5:20 PM**

4.A. Discussion and possible action regarding the potential sale of district owned property located at [RFO 2025-18 Possible Sale of Property 6300 Strahan Road]

Mr. Blanco explained that he gave a summary of the status of the property at 6300

Strahan Road. Including recent requested changes to the contract and exhibit C. It is the recommendation of the administration to the board to authorize and approve the closing of the transaction on the terms discussed in closed session including the revisions to exhibit C.

Trustee Barnes motioned to authorize the administration, on behalf of the district, to enter into and perform its obligations under a certain purchase and sale agreement between the District, as seller, and Edwards Homes of El Paso, LLC, as buyer, for the sale of the District's excess real property, commonly and municipally known as 6300 Strahan Road, adjacent to Jose H. Damian Elementary School in the City of El Paso, El Paso County, Texas, as presented to the board and discussed during Executive Session; to authorize each Armando Rodriguez, as President, and/or Dr. Pedro Galaviz, as Superintendent of the District, to sign such agreements, documents, and instruments as may be required under such contract; to authorize the Secretary and/or Vice President of the District's Board of Trustees to execute a certificate of meeting minutes in relation to such contract; and to approve and ratify all acts of the Superintendent and the District's officers, employees, and agents taken in furtherance of the transaction contemplated by such contract, to include the closing of the sale of such real property by the District to the buyer. Trustee Maldonado seconded the motion.

Barnes-Yes, Maldonado-Yes, Ortega-Yes, Rodriguez-Abstained, Zuniga-Yes.
Motion Passes.

5. Closed Session

- 5.A. To conduct a hearing to address the proposed non-renewal of the term contract of T. Avent, under Texas Government Code Sections 551.071 and 551.074.

The Board of Trustees began the hearing at **5:24 PM**, and it was stated for the record that a quorum was present, with the following trustees in attendance: Barnes, Maldonado, Ortega, Zuniga, and Armando Rodriguez via Zoom.

Trustees Absent: Borrego, Martinez

Others Present:

Steve Blanco, Legal counsel on behalf of the administration.

Solange Fournier, who will advise the board separately.

Jose Barraza on behalf of Human Resources

Nidia Avila, Christopher Judge, and Jose Barraza as Witnesses.

Interim Superintendent, Dr. Jesica Arellano.

Tamy Avent and her Representative, Mr. Ramond Martinez.

Trustee Sergio Martinez arrived at **6:07 PM**

The board stepped into closed session at **7:25 PM**

6. **Open Session**

6.A. Discussion and possible action regarding the proposal to non-renew the term contract of T. Avent.

Board of Trustees reconvened into open session at **8:08 PM**

Mr. Blanco explained that the board has the options to accept the administration's recommendations regarding the proposed non-renewal of the term contract or reject the proposal and direct the administration to offer Ms. Avent a new term contract.

Trustee Maldonado made a motion to accept the administration's recommendation on the proposed non-renewal of the term contract for Tamy Avent under Chapter 21. Trustee Martinez seconded the motion.

Barnes-Yes, Maldonado-Yes, Martinez-Yes Ortega-Yes, Rodriguez-Yes, Zuniga-Yes.

Motion Passes.

7. **ADJOURNMENT**

Board of Trustees adjourned the meeting at 8:10 PM

The meeting was adjourned at **8:10 PM** under unanimous consent.

Presented to the Board of Trustees for approval on **Sept 29, 2025**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

1. GENERAL FUNCTIONS-OTHER

1.A. Call to Order

Meeting was called to order at **5:30 PM**

1.B. Roll Call

Trustees Present: B. Barnes, L. Maldonado, S. Martinez, C. Ortega, A. Rodriguez, C. Zuniga

Trustees Absent: L. Borrego

2. OPEN FORUM-OTHER

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No Participants for Open Forum

3. CLOSED SESSION

3.A. Hear the DGBA Level III Grievance Appeal Filed by D.G.

Trustees went into closed session to **5:32 PM**

4. EXECUTIVE SESSION

This meeting is to be closed under Texas Government Code Sections 551.071 and 551.074 for Consultation with Attorney and to Consider the Level III Grievance of [enter first and last initial only]

Trustees entered Executive Session at **6:13 PM**

4.A. Discussion and Consideration of DGBA Level III Grievance Appeal Filed by D.G.

5. NEW BUSINESS (continued); OTHER

5.A. Discussion and Possible Action Regarding Level III Grievance Appeal Filed by D.G.

The board reconvened into Open Session at **6:37 PM**

Mr. S Blanco Stated the following:

“we have just completed a closed hearing and a closed meeting regarding the level three appeal filed by employee. You've had a chance to listen to the arguments and you've also had a chance to discuss it amongst yourselves and deliberate regarding the grievance. Now is your opportunity to do an open session to make a determination on what you want to do to resolve the grievance. We've given you your options. It's my understanding based on the discussion that the board was having that one or more of the board members might want to entertain a motion that would direct the administration to out of general funds make an award of the amount that would have otherwise been paid to Miss Gonzalez D. Gonzalez had she been awarded a TIA award to resolve this grievance and that would be a remedy that she would be granted and no other remedy would be granted besides that.”

Motion by Mrs. Barnes to approve the administration's recommendation and seconded by trustee Maldonado

Barnes - Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes, Zuniga-Yes

All in Favor Motion Passes.

6. **ADJOURNMENT 6:40 PM**

The meeting was adjourned at **6:40 PM** under unanimous consent.

Presented to the Board of Trustees for approval on **9-29-2025**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

Board of Trustees

Meeting Date: September 29, 2025

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Board Acceptance of the August 2025 Donations Report

Justification Statement: Presentation for your review and acceptance of the August 2025 Donations Report

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

Staff Responsible: Cristina Purley

Signature of Requester(s)

Signature of Presenter(s)

CP *Therian Campbell* *9/17/25*
Business Services Approval (Initials) *Date*

Agenda Summary:

The Financial Services Departments presents the following donations reported to Finance in August 2025

Administration recommends that the Board accept the August 2025 Donation Report as presented.

RECOMMENDATION:

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S): August 2025 Donations Report





Canutillo Independent School District
Donation Approval Form

EXHIBIT R

Date of request: Aug. 7, 05 School/ Department: RES

On behalf of the CISD, I am asking that you approve the acceptance of the following items

Table with 3 columns: Donation Description, Quantity, Value. Row 1: 2024 Road Across America Jeans, #90

Purpose of donation: Teacher Appreciation/Incentives

Donor or Donor Organization Name: Norma's Designs
Address, City, State & Zip Code: 6874 First St, Canutillo, TX. 79835

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

Norma's Design
[Signature]

461.00.5755.18.106.00
Account Number
Date: Aug 7, 05

Donation has been received and is pending approval [] Yes
If yes list Miscellaneous Receipt # [] No

REQUESTER'S SIGNATURE
Principal/Department Head
Date
ACCEPTANCE APPROVAL:
Financial Services Director
Date: 9/17/05

IF ADDITIONAL APPROVALS ARE REQUIRED PLEASE FORWARD TO:
Technology Approval:
Director of School Operations
Date
Facilities Approval:
Executive Director of Facilities
Date

AFTER ALL APPROVALS SEND
Copy to Campus
Copy to Accountant - Asset Management
Original to Board of Trustees for Approval

Property donated and accepted by the district becomes the property of the district and cannot be returned to the donor. Donations made to the district in a non-activity account are non-deductible. Donors should check with their tax advisor for the tax implications when donating to a club or team.

IRMAS DESIGNS
6874 FIRST ST
CANUTILLO, TX 79835-5417

WELLS FARGO BANK, NA
MINNEAPOLIS, MN 55479

0000437416

DATE 07/23/2025

PAY Ninety and 0/100 Dollars

\$ ****90.00

TO THE ORDER OF

REYES ELEMENTARY SCHOOL
PO BOX 100
CANUTILLO, TX 79835-0100

001186-174 P2



Tim Murphy

Memo: Donation 2024 Read Across America Tees

⑈0000437416⑈ ⑆121000248⑆ ⑆127376317⑈

Bill payment

437416

From Irma's Designs

Bill amount \$90.00

Memo Donation: 2024 Read Across America Tees

Message Dear Reyes Elementary School, Thank you for partnering with us on the Read Across America tee fundraiser in 2024! Please accept the enclosed check as a donation from the proceeds. Thanks, Irma Barraza





Canutilo Independent School District
Donation Approval Form

EXHIBIT R

Date of request: 5 Sept 2025 School/ Department: All

On behalf of the CISD, I am asking that you approve the acceptance of the following items:

Table with 3 columns: Donation Description, Quantity, Value. Row 1: 10 COMMANDMENTS POSTERS, 360, \$270.00

Purpose of donation: Per SB #10 LAW

Donor or Donor Organization Name: JERRY GAREMA
Address, City, State & Zip Code: 2312 ZINE DR VINTON TX 79821

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

Club Name
Sponsor's Signature: [Signature]

Account Number
Date: 5 Sept 2025

Donation has been received and is pending approval [] Yes
If yes, list Miscellaneous Receipt# [] No

REQUESTER'S SIGNATURE:
Principal/Department Head
Date
ACCEPTANCE APPROVAL:
Financial Services Director
Date: 9/17/25

IF ADDITIONAL APPROVALS ARE REQUIRED, PLEASE FORWARD TO:

Technology Approval:
Director of School Resources
Date

Facilities Approval:
Executive Director of Facilities
Date

AFTER ALL APPROVALS SEND:
Copy to Campus
Copy to Accountant - Asset Management
Original to Board of Trustees for Approval

Property donated (and accepted) to the district becomes sole property of the district and cannot be returned to the donor. Donations made to the district or a campus activity account are tax-deductible. Donors should check with their tax-advisor for the donor's tax status when donating to a club or team.

Packing Slip



MILLION VOICES

Order# **4933523**
 Order Date **9/2/2025**
 Ref. Number **IGNITE-272-4-2**
 Vendor #

Customer# **1206**
 CustPO#
 Shipped Via
 Mode

Jerry Guerra

Jerry Guerra

Ship To:

Bill To:

231 Zinc Dr.
Vinton, , TX 79821
US

231 Zinc Dr.
Vinton, TX 79821
US

SKU	Description	Location	Quantity	Unit	Dim. Qty	Dim. UOM	Cu Ft	Lbs
TX1	TC Poster - Texas Version	B07 03A 04	9.00	Each	9.00	Each	4.51	36.00
			9.00		9.00		4.51	36.00

Notes :

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Presentation of Budget Amendments for August 2025

Justification Statement: Presentation for your review and acceptance of Budget Amendments for the month of August 2025

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

Staff Responsible: Cristina Pulley, Executive Director of Financial Services
Signature of Requester(s)

Signature of Presenter(s)

CPulley 9-15-25
Business Services Approval (Initials) *Date*

Agenda Summary:

Presentation of Budget Amendments for August 2025

RECOMMENDATION: Administration recommends approval of Budget Amendments for the month of August 2025

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT:
Financial Services Department

CONSEQUENCES OF NON-APPROVAL:
N/A

IMPLEMENTATION TIMELINE:
N/A

ATTACHMENT(S): Budget Amendments Memo



Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 09/23/2025

Subject/Title for Agenda Posting: Approval of Guaranteed Maximum Price (GMP) for Construction Manager-At-Risk (CMAR) Services for New Build at Northwest Early College High School (NWECHS), RFQ 2025-02B, from Jordan Foster Construction in the amount of \$30,074,639.00.

Justification Statement: To Authorize the Guaranteed Maximum Price for New Build at Northwest Early College High School.

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

Staff Responsible:


Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

On September 10, 2024, the Board of Trustees approved the General Construction Agreement for the Construction Manager-At-Rick Services for the New Build at Northwest Early College High School, RFQ 2025-02B, on condition that administration would present the Guaranteed Maximum Price Amendment for approval at a later date.

RECOMMENDATION: Administration Recommends that the Board approve the Guaranteed Maximum Price Amendment for the Construction Manager-At-Risk Services for the Canutillo ISD 2024 Referendum Projects for the New Build at Northwest Early College High School, RFQ 2025-02B, from Jordan Foster Construction, in the amount of \$30,074,639.00.

PRIOR BOARD ACTION: Yes AWARDED: 09/10/2024 AWARDED AMOUNT: N/A

AMOUNT(S): \$30,074,639.00

ACCOUNT NO(S): 694.81.6629.09.003.99

REQUESTING DEPARTMENT:

Operations

CONSEQUENCES OF NON-APPROVAL:

Non-approval will impact on the timeline of the project, delay material delivery and potentially escalating pricing.

IMPLEMENTATION TIMELINE:

Upon Board Approval

ATTACHMENT(S): ✓

GMP Amendment



Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 09/29/2025

Subject/Title for Agenda Posting: Approval of Guaranteed Maximum Price (GMP) for Construction Manager-At-Risk (CMAR) Services for New Built at Deanna Davenport Elementary School (DDE), RFQ 2025-02B, from LDCM Solutions, LLC in the amount of \$ 52,421,113.00.

Justification Statement: To Authorize the Guaranteed Maximum Price for New Built at Deanna Davenport Elementary School.

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

Staff Responsible: _____
Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials) *Date*

Agenda Summary:

On September 10, 2024, the Board of Trustees approved the General Construction Agreement for the Construction Manager-At-Rick Services for the New Built at Deanna Davenport Elementary School, RFQ 2025-02B, on condition that administration would present the Guaranteed Maximum Price Amendment for approval at a later date.

RECOMMENDATION: Administration Recommends that the Board approve the Guaranteed Maximum Price Amendment for the Construction Manager-At-Risk Services for the Canutillo ISD 2024 Referendum Projects for the New Built at Deanna Davenport Elementary School, RFQ 2025-02B, from LDCM Solutions, LLC in the amount of \$52,421,113.00.

PRIOR BOARD ACTION: Yes AWARDED: 09/10/2024 AWARDED AMOUNT: N/A

AMOUNT(S): \$52,421,113.00

ACCOUNT NO(S): 694.81.6629.09.102.99

REQUESTING DEPARTMENT:

Operations

CONSEQUENCES OF NON-APPROVAL:

Non-approval will impact on the timeline of the project, delay material delivery and potentially escalating pricing.

IMPLEMENTATION TIMELINE:

Upon Board Approval

ATTACHMENT(S): ✓

GMP Amendment



Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: September 23, 2025

Subject/Title for Agenda Posting: Approval of First Option to Extend Bank Depository Services, RFP 2023-10, to Wells Fargo Bank, N.C. and Adoption of Board Resolution Extending Depository Contract for Funds of Independent School Districts Under Texas Education Code, Chapter 45, Subchapter G, School District Depositories +

Justification Statement: Texas Education Code, Chapter 45 requires a formal extension of contract for two years

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

Staff Responsible: Cristina Pulley/ Veronica Campbell

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

The Board of Trustees approved Bank Depository Services, RFP# 2023-10 on May 23, 2023. The RFP provided an option to extend for an additional three (3) year terms, twenty-four (24) months at a time. Senate Bill 754 amended Education Code 45-205(b) effective September 1, 2017. The amended law allows a school district and the depository bank to extend a depository contract for three(3) additional two-year terms. Wells Fargo Bank was awarded the depository contract two years ago, making this the first extension of three. The contract coincides with the District's fiscal year. Staff members in the Financial Services are pleased with services provided by Wells Fargo. The attached Resolution will extend the contract for fiscal years 2025-2026 and 2026-2027.

RECOMMENDATION: It is recommended that the Board approve the first option to extend Bank Depository Services, RFP 2023-10, to Wells Fargo Bank, for the to year period from July 1, 2025, to June 30, 2027 and approve the formal resolution attached. +

PRIOR BOARD ACTION: May 23, 2023 AWARDED: Yes AWARDED AMOUNT: \$29,010 (24 months)

AMOUNT(S): \$29,010 (24 months)

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:
 Financial Services

CONSEQUENCES OF NON-APPROVAL:
 The District will not be in compliance with Texas Education Agency bank depository services requirement.

IMPLEMENTATION TIMELINE:
 Upon approval and renewal

ATTACHMENT(S): Board Resolution Extending Depository Contract



**Board Resolution Extending Depository Contract for Funds
Of Independent School Districts Under Texas Education Code,
Chapter 45, Subchapter G, School District Depositories**

Resolved by the _____ Canutillo Independent School District _____ that:
Board of Trustees

_____ Wells Fargo Bank N.A. _____ El Paso County _____ located at
(Name of Depository Bank) (Name of County)

County, State of Texas, being a bank as defined in section 45.201 of the Texas Education Code,
and _____ Canutillo Independent School District _____ (CDN: 071-907)
agree to extend this depository
(Name of District)

contract pursuant to Texas Education Code Section 45.205, for an additional two-year term from
_____ 07/01/2025 _____, through _____ 06/30/2027 _____. Under Texas Education Code
Section 45.205(b), a school district and the district's depository bank may agree to extend a
depository contract for three additional two-year terms. The extension constitutes the parties'
_____ first _____ two-year term.

(first, second, third)

Furthermore, under Texas Education Code Section 45.205(c), the contract term and any extension
must coincide with the school district's fiscal year.

AGREED AND ACCEPTED on behalf of _____ Canutillo Independent School District _____
Name of District

this the _____ day of _____, _____.

Signature of President of School Board

AGREED AND ACCEPTED on behalf of Depository this the _____ day of _____, _____.

Typed Name of Depository

Signature of Authorized Bank Officer

Title of Authorized Bank Officer

Acknowledgement

Acknowledged before me in _____ County, Texas, on _____, 20____, by

_____, bank officer of the Depository named in the preceding
document, for the Depository.

Signature of Notary

(SEAL)

Notary Public in and for _____
County, Texas

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval to change Legal Counsel Services to guide CISD Special Education Department to Walsh, Gallegos, Kyle Robinson & Roalson, P.C.

Justification Statement: Special Education has interviewed Law Firms to specialize in Special Education Law & Procedures.

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

Staff Responsible: *[Signature]*
Signature of Requester(s)
[Signature]
Signature of Presenter(s)
[Initials] *9/17/25*
Business Services Approval (Initials) Date

Agenda Summary:

The Special Education Department is recommending a change in the law firm we access to assist CISD in the following areas.

1. Parent complaints regarding special education services that have not been solved at the district level.
2. Working with TEA on corrective actions as necessary or disputing corrective actions.
3. Training for CISD staff
4. Legal guidance on the latest federal and state law changes that impact our daily service to CISD students.

RECOMMENDATION: Administration recommends that the Board accept Walsh, Gallegos, Kyle Robinson & Roalson, P.C. as special education law firm

PRIOR BOARD ACTION: No AWARDED: AWARDED AMOUNT:
\$265.00/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$340/hour for associates licensed over two years or \$360/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings and other work of a general nature.

ACCOUNT NO(S): 199.41.6211.00.918.99

PROCUREMENT METHOD TYPE:

REQUESTING DEPARTMENT: Special Education Department

CONSEQUENCES OF NON-APPROVAL: CISD would be placed in a vulnerable position should litigation occur, CISD is in need of continuous professional development due to changes in SPED Laws

IMPLEMENTATION TIMELINE: Upon Board Approval

ATTACHMENT(S):

Walsh, Gallegos Kyle Robinson & Roalson, P.C. Fee Schedule 150





WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

FEE SCHEDULE LEGAL SERVICES RETAINER AGREEMENT

For Retainer Program Clients

Annual retainer fee is \$1,000 billed each year on the anniversary of the client joining the program.

Telephone consultation with school officials in this program regarding general routine legal matters is free of charge. The firm has toll-free telephone numbers that are made available to these clients.

An hourly rate of \$265/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$340/hour for associates licensed over two years, or \$360/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

For matters requiring more in-depth work, such as document review, negotiation of a contract, grievance, nonrenewal, review of constructions documents, litigation, administrative appeals, and the like, all time, including telephone calls, is charged at the current hourly retainer rates shown above, plus expenses. A new file is set up so that the billings show legal fees attributable to that particular matter.

For Non-retainer Program Clients

An hourly rate of \$265/hour for associates licensed less than one year, \$290/hour for associates licensed one to two years, \$360/hour for associates licensed over two years, or \$380/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

The above rates are subject to change at any time.



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

**SPECIAL EDUCATION AND SPECIAL ASSIGNMENT
LEGAL SERVICES RETAINER AGREEMENT
FOR CANUTILLO INDEPENDENT SCHOOL DISTRICT**

The Canutillo Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh Gallegos Kyle Robinson & Roalson P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions regarding special education and Section 504 issues. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional special education and Section 504 legal work over and above general telephone consultation. Examples of such additional special education legal work are research, opinion letters, and legal advice or representation in adversarial special education matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication *This Just In*, dealing with special education law issues published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.
8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure. The relationship exists only as to special education legal work that is initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
11. Confidential Relationship: All information furnished by the District to Law Firm hereunder, including their respective agents, and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the District may be used by Law Firm only in connection with the Services. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this Agreement. All Confidential Information made available hereunder, including copies thereof, shall be returned in accordance with Law Firm's File Retention Policy or request by the District, whichever occurs first. The restrictions set forth in this section shall not apply to information that is or

becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not subject to a duty of confidentiality, or is required to be disclosed pursuant to law or legal process.

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

13. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

CANUTILLO INDEPENDENT SCHOOL DISTRICT

By: _____

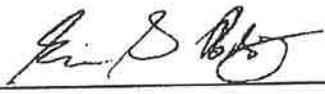
(Signature)

(Print Name)

(Title)

(Date)

WALSH GALLEGOS KYLE ROBINSON & ROALSON P.C.

By: 
Eric G. Rodriguez

7/15/2025

(Date)



CANUTILLO INDEPENDENT SCHOOL DISTRICT
FINANCIAL SERVICES DIVISION/PURCHASING

Contract Routing and Approval Form

Table with 4 columns and 3 rows for tracking contract status: Contract Request Received, Routed for Internal Approval, Routed for Vendor Approval, Assigned Contract No, Contract Fully Executed, Notification To Proceed.

CONTRACT APPROVAL PROCESS: 1. All agreements shall be routed through the purchasing office. 2. Purchasing will review for compliance and determine procurement method(s). 3. Be advised that some agreements may require Legal Counsels review 4. Following final review, purchasing will route for additional signature(s), either district personnel and/or supplier. to ensure receipt of fully executed documents. 5. Purchasing will notify requestor when process has been completed.

NO SERVICES SHALL COMMENCE WITHOUT AN EXECUTED AGREEMENT AND AN APPROVED PURCHASE ORDER

IT IS THE REQUESTORS RESPONSIBILITY TO SUBMIT ALL DOCUMENTS PERTAINING TO THE SERVICE REQUESTED WITH AMPLE TIME TO ALLOW FOR FULL PROCESS. MUST INCLUDE Vendor agreement, vendor quote, vendor terms, any other docs related to the service, etc. This Contract Routing and Approval form is required to ensure we have the information needed to route documents for the necessary signatures.

THIS FORM MUST BE COMPLETED BY THE REQUESTING CAMPUS/DEPARTMENT

Must check off Contract Type: [X] Professional Service [X] Contracted Services [] Vendor Agreement [] Term Contract [] Interlocal [] Lease Agreement [] MOU [] MOA [] Construction [] Other

Campus/Department: Special Programs & Services

Campus/Department Contact person: Melissa Mena/Stephanie Erickson

Contact Number: 915-877-7450/7440 Requestors email: mmena@canutillo-isd.org serickson@canutillo-isd.org

Contract Title: Walsh Gallegos Kyle Robinson & Roalson, P.C.

Contract Description: Legal Services/Retainer Agreement for Special Education

VENDOR INFORMATION - MUST PROVIDE ALL INFORMATION LISTED BELOW: Required to obtain all necessary signatures.

Vendor/Company Name: Walsh Gallegos Kyle Robinson & Roalson P.C.

Vendor Full Address: 505 E. Huntland Dr., Suite 600, Austin, TX 78752

Name of Representative: Yvonne Love representatives' email: ylove@wabsa.com

Rep. Office Phone: 512-454-6864 Rep Mobile Number:

Vendor's Authorized Signer: Eric G. Rodriguez Signer's email: erodriguez@wabsa.com

Contract Amount: See Attachment Funding Source: Federal

Account No(s): 199.41.6211.00.918.99

Anticipated Start Date: Based on Contract Signature End Date: Based on Contract Signature Date

Is this a New Agreement? [X] Yes [] No

Is this Agreement a renewal? [] Yes [X] No If yes; specify the reason for renewal, what is it replacing?

Agreement Term: Does agreement term include renewal options? [] Yes [X] No

If yes, specify renewal options:

Does agreement require Insurance coverage? [] Yes [X] No If yes, route agreement to Human Resources department for review, and to provide the necessary insurance requirements.

Human Resources staff review: Date:

By signing this approval request form, I, the budget authority confirm that the agreement attached has been reviewed and all necessary documents pertaining to this agreement are being submitted.

Budget Authority Signature: [Signature]

Date: 8/7/25

[] Attachments: Must submit vendor agreement and all pertaining documents, quotes, etc., with this routing form.

Purchasing review:



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

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

PROFESSIONAL SERVICES CONTRACT

CONTRACT # _____

*1. This contract is entered by and between Canutillo Independent School District, hereinafter designated "District" and Walsh Gallegos Kyle Robinson & Roalson, P.C Social Security or Employer Identification Number _____ Hereinafter designated "Contractor" (W-9 form must be completed).

*2. My name and title are Melissa Mena, Director of Special Education as the **department/school supervisor**, I authorize that during the period beginning TBD and ending TBD Contractor, as an independent contractor, who is not an employee or agent of the District, shall provide to the District, the following services for the use and benefit to public education in Texas:

Services Provided (Be Specific)

Legal services/Retainer Agreement for Special Education

Time: Varies

Location: Various

*3. For the performance, satisfactory to the District, of the services described above, the District shall pay to Contractor a fee equal to the sum of \$ see attached page. The total amount payable to the Contractor by the District pursuant to this contract shall in no event exceed the sum of \$N/A. All payments due to Contractor shall be made by a District check upon completion of work and submission of an itemized invoice with District Supervisors Signature. (Payment will be generated within 30 days after the items or service is received along with an original invoice)

~~4. All materials and products developed pursuant to this contract shall be the property of the District. The contractor shall not assert any claim or equity, or assert any claim to statutory copyright and/or patent in such materials and products without the prior written permission of the District~~ **see below**

EGR
08/07/

5. This contract is subject to all State of Texas and Federal laws, rules, and regulations including, but not limited to Title VI of the Civil Rights Act of 1964, as amended. This contract shall be interpreted according to the laws of the State of Texas.

*6. Contractor is is not incorporated. If incorporated, Contractor must attach a current franchise tax Certificate of Good Standing, available from the Texas State Comptroller, to this contract when signed and returned to the District.

7. Contractor Affirms that this contract does not create a conflict of interest with his/her present employer.

8. This contract may not be assigned by the Contractor without the written consent of the District.

9. Either party may terminate this contract without cause on ten (10) days written notice. The District for cause may also terminate this contract. Specifically, although not exclusively, cause shall include the District having to cancel an event related to the Contractor's performance for reasons beyond its control, or for the Contractor's failure to perform as contemplated by the District. In this case of the cause described herein, should a dispute arise over whether cause exists, the judgment of the District will control. On termination, the Contractor shall be due only compensation earned and reimbursement for approved costs. No fee will be due when termination was on ten (10) day notice.

10. The Contractor shall indemnify and save harmless the District and its Board of Trustees, agents, and employees from all suits, actions or claims of any character, type, or description, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by the negligent acts, errors or omission of the Contractor, his agents or employees in the performance of its duties under the terms of this contract. **Parties understand that the indemnification agreement in this paragraph will be limited to the applicable liability coverage of the Contractor.**

11. In the event that the District must substantially modify or reduce the size or scope of the project due to financial exigency or lack of funding the District shall give 10 day notice to Contractor. EGR
08/07/12

12. **Note: This process takes seven to ten (7-10) business days to complete. Please plan accordingly and realize that this contract is not authorization to proceed without and approved District Purchase Order.**

13. If the scope of the project requires the Contractor to have direct contact with students, the CISD originator must provide a copy of the TB test results and a Criminal History Release form to the Human Resources Department.

*14. This Contract shall be governed by the laws of the State of Texas and be performable in El Paso County, Texas.

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

Contractor must sign and return.

Contractor:



 Authorized Signature
 Eric Rodriguez

 Printed Name
 Shareholder

 Title

District Supervisors Signature: 
 Department/Campus Special Education
 Account Number to Charge: 199.41.6211.00.918.99
 *All Items with asterisk must be completely filled in

1. Will the contractor have continuing duties throughout the year?*	
2. Will the contractor have direct contact with the students?*	
3. Will the contractor work on a contract for services?*	
4. Will Contractor be unsupervised with students?*	

TO BE FILLED OUT BY FINANCIAL SERVICES DIVISION

AGREED on behalf of the District this _____ day of _____ (month and year), by a person authorized to Bind the District.

 Director of Finance

TO BE FILLED OUT BY HUMAN RESOURCES DEPARTMENT

- Criminal History Release: _____
 - Authorization to Proceed: _____, Human Resources Executive Director
- Date: _____



OFFICE OF THE ASSOCIATE SUPERINTENDENT

#BestSmallDistrictinTexas

To: Board of Trustees and Interim Superintendent Arellano

From: Dr. Debra Kerney, Associate Superintendent

Date: September 12, 2025

Re: Tuition Waivers for the 2025-2026 School Year and Transfer Update

Canutillo ISD has monitored the in-state inter-District transfers for the 2025-2026 school year. Administration is recommending approval of tuition waivers for these students. Students of these families reside in El Paso County, Texas; therefore, we will receive state funding for their attendance in Canutillo ISD, should you approve this request. All families understand that, if this request is approved, they are responsible for providing transportation for their children to and from school.

Please see the attached table for the total number of **intra** (within the district) and **inter** (outside the district) transfers that were approved. Also, note that the number of New Mexico “grandfathered” students is **3** FDA(REGULATION). We have **1** out of state student of an active military family as per Texas Education Code-Section 25.001(c-1) which allows active duty military families to be enrolled in Texas Schools:

(c-1) A person whose parent or guardian is an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, may establish residency for purposes of Subsection (b) by providing to the school district a copy of a military order requiring the parent's or guardian's transfer to a military installation in or adjacent to the district's attendance zone.

The Associate Superintendent's Office continues to monitor district transfers during the 2025-2026 school year. In summary a total of 650 attend elementary campuses and 362 attend secondary campuses for a total of **1,012 Intra/Inter District transfers.**

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

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

P: (915) 877-7481
F: (915) 877-7522
canutillo-isd.org



Texas Education Agency A-Rated Three Years in a Row.

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).

TRANSFERS FOR ELEMENTARY SCHOOLS

Campus	CES	DDE	JDE	BCE	GES	RES	TOTAL
Out of district (Inter)	39	4	36	46	16	67	208
Within district (Intra)	64	16	73	62	76	150	441
Out of state (New Mexico)	0	0	0	0	0	1	0
Total	103	20	109	108	92	218	650

TRANSFERS FOR MIDDLE SCHOOLS

Campus	AMS	CMS	TOTAL
Out of district (Inter)	40	27	67
Within district (Intra)	74	54	128
Out of state (New Mexico)	0	0	0
Total	114	81	195

TRANSFERS FOR HIGH SCHOOL

Campus	CHS	NWECHS	TOTAL
Out of district (Inter)	105	59	164
Within district (Intra)			
Out of state (New Mexico)	2	1	3
Total	107	60	167

TRANSFER TOTALS:

Transfer Type	Total
Out of District (Inter)	439
Within District (Intra)	569
Out of State (New Mexico)	4
Grand Total	1,012

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Approval of Memorandum of Understanding between UT Austin and Canutillo ISD - Meadows Precision Math Interventions

Subject/Title for Agenda Posting: Interventions

Justification Statement: The purpose of this project is to provide students with early interventions in mathematics instruction. The goal is to close the achievement gap that exists in young children.

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction Human Resources Business Services

Staff Responsible:

Jessica Arellano Jessica Arellano - Interim Superintendent
 Signature of Requester(s)

Jessica Arellano
 Signature of Presenter(s)

[Signature] 9/17/25
 Business Services Approval (Initials) Date

Agenda Summary:

The math achievement gap has been documented to develop as early as kindergarten for some students. CISD is seeking the Board's approval to extend our partnership with UT Austin in grade 1 for the 2025-2026 academic year. PM-1 is a small group intervention comprised of eight units (40 lessons) that provide first-grade students opportunities to apply and improve their understanding of whole numbers and operations and engage in purposeful mathematics discourse in the context of real-world science-based activities.

In conjunction with the MOU, the attached contract includes the monetary reimbursement amount that will be provided to the district for the hiring of grade 1 math interventionists.

RECOMMENDATION: C&I recommends that the Board approve the extension of this partnership with UT Austin in support of early math interventions in first grade.

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:
Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:

Non-approval will result in an opportunity loss. CISD would have to use the district's limited resources (tutors, teachers, etc.) to plan and deliver early math interventions. This partnership provides guidance and professional development for teachers and staff.

IMPLEMENTATION TIMELINE:

Precision Math will be implemented throughout the 25-26 SY upon approval.

ATTACHMENT(S): ✓ 1) MOU and Supporting Documents





**Meadows Center for Preventing Education Risk and Canutillo Independent School District
Precision Mathematics - First Grade Project**



Name	Job Title	Employer	City	CISD Elem. Campuses	On-Site
Denise Almeida	Graduate Research Assistant	The University of Texas at Austin	Austin	Pending	
Claudia Casillas	Senior Field Trainer/Analyst	The University of Texas at Austin	El Paso	Yes	Yes
Christian Doabler	Associate Professor	The University of Texas at Austin	Austin	Yes	Yes
Jenna Gersib	Research Assistant Professor	The University of Texas at Austin	Austin	Yes	Yes
Shadi Ghafghazi	Graduate Research Assistant	The University of Texas at Austin	Austin	No	No
Derek Kosty	Associate Scientist	Oregon Research Institute	Springfield, OR	No	No
Maria Longhi	Project Director	The University of Texas at Austin	Houston	Yes	Yes
Leticia Martinez	Senior Project Manager	The University of Texas at Austin	Austin	Yes	Yes
Megan Rojo	Assistant Professor	University of North Texas	Denton	Yes	Yes
Jasmine Zimmerman	Field Trainer Analyst	The University of Texas at Austin	Austin	Yes	Yes

Canutillo ISD
071907

RELATIONS WITH EDUCATIONAL ENTITIES

GN
(EXHIBIT)



Canutillo Independent School District

CONFIDENTIALITY OATH FORM

I, Denise Almeida am proposing to conduct research in the Canutillo ISD.

Upon approval by the Superintendent's Cabinet, I will access educational records of students involved in the research.

I hereby certify that I have been informed of and I understand the following:

Educational records examined by me in connection with the performance of my role as a researcher conducting an approved study are confidential records as defined by the Family Educational Rights and Privacy Act (FERPA), and the contents are not to be released except in compliance with the terms of that statute. 20 U. S. C., 1232g; 45CFR, 99.11 et. seq.

Denise de Almeida
Signature

7-22-2025
Date

Submit to Canutillo Independent School District, Associate Superintendent, P.O. Box 100, Canutillo, TX 79835; (915) 877-7476 or fax (915) 877-7477.

DATE REVISED: 10/18/2007
GN(EXHIBIT A)

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Canutillo ISD
071907

RELATIONS WITH EDUCATIONAL ENTITIES

GN
(EXHIBIT)



Canutillo Independent School District

CONFIDENTIALITY OATH FORM

I, Jenna Gersib am proposing to conduct research in the
Canutillo ISD.

Upon approval by the Superintendent's Cabinet, I will access educational records of students
involved in the research.

I hereby certify that I have been informed of and I understand the following:

Educational records examined by me in connection with the performance of my role as a
researcher conducting an approved study are confidential records as defined by the Family
Educational Rights and Privacy Act (FERPA), and the contents are not to be released except
in compliance with the terms of that statute. 20 U. S. C., 1232g; 45CFR, 99.11 et. seq.

Jenna Gersib
Signature

7-22-25
Date

Submit to Canutillo Independent School District, Associate Superintendent, P.O. Box 100,
Canutillo, TX 79835; (915) 877-7476 or fax (915) 877-7477.

Canutillo ISD
071907

RELATIONS WITH EDUCATIONAL ENTITIES

GN
(EXHIBIT)



Canutillo Independent School District

CONFIDENTIALITY OATH FORM

I, Leticia Martinez am proposing to conduct research in the Canutillo ISD.

Upon approval by the Superintendent's Cabinet, I will access educational records of students involved in the research.

I hereby certify that I have been informed of and I understand the following:

Educational records examined by me in connection with the performance of my role as a researcher conducting an approved study are confidential records as defined by the Family Educational Rights and Privacy Act (FERPA), and the contents are not to be released except in compliance with the terms of that statute. 20 U. S. C., 1232g; 45CFR, 99.11 et. seq.

Leticia R. Martinez
Signature

7/25/2025
Date

Submit to Canutillo Independent School District, Associate Superintendent, P.O. Box 100, Canutillo, TX 79835; (915) 877-7476 or fax (915) 877-7477.

Canutillo ISD
071907

RELATIONS WITH EDUCATIONAL ENTITIES

GN
(EXHIBIT)



Canutillo Independent School District

CONFIDENTIALITY OATH FORM

I, Jasmine Zimmerman proposing to conduct research in the Canutillo ISD.

Upon approval by the Superintendent's Cabinet, I will access educational records of students involved in the research.

I hereby certify that I have been informed of and I understand the following:

Educational records examined by me in connection with the performance of my role as a researcher conducting an approved study are confidential records as defined by the Family Educational Rights and Privacy Act (FERPA), and the contents are not to be released except in compliance with the terms of that statute. 20 U. S. C., 1232g; 45CFR, 99.11 et. seq.

Jasmine Kay Zimmerman
Digitally signed by
Jasmine Kay Zimmerman
Date: 2025.07.22
14:19:06 -0500

Signature

Date

Submit to Canutillo Independent School District, Associate Superintendent, P.O. Box 100, Canutillo, TX 79835; (915) 877-7476 or fax (915) 877-7477

DATE REVISED: 10/18/2007
GN(EXHIBIT A)

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Canutillo ISD
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RELATIONS WITH EDUCATIONAL ENTITIES

GN
(EXHIBIT)



Canutillo Independent School District

CONFIDENTIALITY OATH FORM

I, Christina J. Sullivan am proposing to conduct research in the Canutillo ISD.

Upon approval by the Superintendent's Cabinet, I will access educational records of students involved in the research.

I hereby certify that I have been informed of and I understand the following:

Educational records examined by me in connection with the performance of my role as a researcher conducting an approved study are confidential records as defined by the Family Educational Rights and Privacy Act (FERPA), and the contents are not to be released except in compliance with the terms of that statute. 20 U. S. C., 1232g; 45CFR, 99.11 et. seq.

Christina J. Sullivan
Signature

7/25/07
Date

Submit to Canutillo Independent School District, Associate Superintendent, P. O. Box 100, Canutillo, TX 79835; (915) 877-7476 or fax (915) 877-7477

DATE REVISED: 10-18-2007
GN(EXHIBIT A)

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Canutillo ISD
071907

RELATIONS WITH EDUCATIONAL ENTITIES

GN
(EXHIBIT)



Canutillo Independent School District

CONFIDENTIALITY OATH FORM

I, Christian Doabler _____ am proposing to conduct research in the Canutillo ISD.

Upon approval by the Superintendent's Cabinet, I will access educational records of students involved in the research.

I hereby certify that I have been informed of and I understand the following:

Educational records examined by me in connection with the performance of my role as a researcher conducting an approved study are confidential records as defined by the Family Educational Rights and Privacy Act (FERPA), and the contents are not to be released except in compliance with the terms of that statute. 20 U. S. C., 1232g; 45CFR, 99.11 et. seq.

A handwritten signature in black ink, appearing to read "C. Doabler", is written over a horizontal line.

7-22-25

Signature

Date

Submit to Canutillo Independent School District, Associate Superintendent, P.O. Box 100,
Canutillo, TX 79835; (915) 877-7476 or fax (915) 877-7477

DATE REVISED: 10/18/2007
GN(EXHIBIT A)

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Canutillo ISD
071907

RELATIONS WITH EDUCATIONAL ENTITIES

GN
(EXHIBIT)



Canutillo Independent School District

CONFIDENTIALITY OATH FORM

I, Shadi Ghafghazi am proposing to conduct research in the
Canutillo ISD.

Upon approval by the Superintendent's Cabinet, I will access educational records of students involved in the research.

I hereby certify that I have been informed of and I understand the following:

Educational records examined by me in connection with the performance of my role as a researcher conducting an approved study are confidential records as defined by the Family Educational Rights and Privacy Act (FERPA), and the contents are not to be released except in compliance with the terms of that statute. 20 U. S. C., 1232g; 45CFR, 99.11 et. seq.

Shadi Ghafghazi

Signature

July 23, 2025

Date

Submit to Canutillo Independent School District, Associate Superintendent, P.O. Box 100,
Canutillo, TX 79835; (915) 877-7476 or fax (915) 877-7477.

DATE REVISED: 10/18/2007
GN(EXHIBIT A)

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Canutillo ISD
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RELATIONS WITH EDUCATIONAL ENTITIES

GN
(EXHIBIT)



Canutillo Independent School District

CONFIDENTIALITY OATH FORM

I, Derek Kosty am proposing to conduct research in the
Canutillo ISD.

Upon approval by the Superintendent's Cabinet, I will access educational records of students
involved in the research.

I hereby certify that I have been informed of and I understand the following:

Educational records examined by me in connection with the performance of my role as a
researcher conducting an approved study are confidential records as defined by the Family
Educational Rights and Privacy Act (FERPA), and the contents are not to be released except
in compliance with the terms of that statute. 20 U. S. C., 1232g; 45CFR, 99.11 et. seq.

A handwritten signature in black ink, appearing to read "Derek Kosty", is written over a horizontal line.

Signature

7/22/2025

Date

Submit to Canutillo Independent School District, Associate Superintendent, P.O. Box 100,
Canutillo, TX 79835; (915) 877-7476 or fax (915) 877-7477.

DATE REVISED: 10/18/2007
GN(EXHIBIT A)

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Canutillo ISD
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RELATIONS WITH EDUCATIONAL ENTITIES

GN
(EXHIBIT)



Canutillo Independent School District

CONFIDENTIALITY OATH FORM

I, Maria Longhi am proposing to conduct research in the Canutillo ISD.

Upon approval by the Superintendent's Cabinet, I will access educational records of students involved in the research.

I hereby certify that I have been informed of and I understand the following:

Educational records examined by me in connection with the performance of my role as a researcher conducting an approved study are confidential records as defined by the Family Educational Rights and Privacy Act (FERPA), and the contents are not to be released except in compliance with the terms of that statute. 20 U. S. C., 1232g; 45CFR, 99.11 et. seq.

Maria Longhi

7-22-25

Signature

Date

Submit to Canutillo Independent School District, Associate Superintendent, P.O. Box 100, Canutillo, TX 79835; (915) 877-7476 or fax (915) 877-7477.

DATE REVISED: 10/18/2007
GN(EXHIBIT A)

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Canutillo ISD
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RELATIONS WITH EDUCATIONAL ENTITIES

GN
(EXHIBIT)



Canutillo Independent School District

CONFIDENTIALITY OATH FORM

I, Megan Rojo am proposing to conduct research in the Canutillo ISD.

Upon approval by the Superintendent's Cabinet, I will access educational records of students involved in the research.

I hereby certify that I have been informed of and I understand the following:

Educational records examined by me in connection with the performance of my role as a researcher conducting an approved study are confidential records as defined by the Family Educational Rights and Privacy Act (FERPA), and the contents are not to be released except in compliance with the terms of that statute 20 U. S. C., 1232g; 45CFR, 99.11 et. seq.

Megan Rojo
Signature

7/22/2025
Date

Submit to Canutillo Independent School District, Associate Superintendent, P.O. Box 100, Canutillo, TX 79835; (915) 877-7476 or fax (915) 877-7477.

Memorandum of Understanding

Meadows Center for Preventing Educational Risk and Canutillo Independent School District Precision Mathematics - First Grade Project

The Meadows Center for Preventing Educational Risk (MCPER) at The University of Texas at Austin seeks to continue its collaboration with Canutillo Independent School District (CISD) during the 2025-2026 school year. Specifically, the purpose of this continuation is to further examine the effects of the first-grade Precision Mathematics (PM -1) intervention on the outcomes of first-grade students who face mathematics difficulties. PM-1 is a small-group intervention comprising eight units (32 lessons) that provide first-grade students opportunities to apply and improve their understanding of (a) whole numbers and operations, (b) measurement and data analysis, and (c) engage in purposeful mathematics discourse in the context of real-world science-based activities. This study is funded by the National Science Foundation (Grant: 2010550).

In support of this research, the MCPER team and CISD agree to the following:

MCPER will:

- Communicate with elementary campuses and first-grade teachers who agree to participate in the study.
- Obtain teacher consent with participating first-grade teachers.
- Observe all district and school policies.
- Assist district in identifying district-employed interventionists to teach PM -1 groups.
- Obtain parent written consent and student assent
- Randomly assign 8 teacher identified students per first-grade classroom at participating schools to one of two study conditions, PM-1 or control condition
- Assist district/schools with scheduling of PM-1 groups.
- Administer pre- and post-test mathematics assessment battery to first-grade students.
- Provide PM-1 focused professional development to district-employed interventionists and a subsequent professional development workshop mid-way through the intervention.
- Provide the PM-1 intervention materials at no cost.
- Provide ongoing coaching and support of PM-1 interventionists.
- Conduct observations of intervention groups, core mathematics instruction, and business-as-usual intervention procedures in participating classrooms.
- Collect daily audio recordings of lesson implementation.
- Provide \$595 stipend to participating teachers.
- Administer teacher surveys.
- Provide reimbursement or payment to district for intervention time of district-employed interventionists at a rate of \$23.50 per hour.
- Protect the privacy and confidentiality of all participants and their data.
- Agree to comply with all requirements of the Family Educational Rights and Privacy Act (FERPA) and with all rules and guidelines stipulated in their agreement with the university Internal Review Board (IRB).
- Report study findings to district and school personnel.
- Conduct a 30-min focus group interview with participating teachers at the conclusion of the study regarding their impressions of the impact of the PM-1 program on their students.

CISD will:

- Identify and assign appropriately aligned duties to identified PM -1 interventionists.
- Coordinate initial communication between MCPER team and participating campuses and first-grade teachers.

- Identify the first-grade students in each participating classroom based on current level of performance on mathematics.
- Allow participating teachers to distribute and collect parental consent forms.
- Allow MCPER staff to assess first-grade students in participating classrooms at two timepoints (pre and post).
- Provide space at each participating campus for PM-1 assessment and intervention instruction to take place.
- Allow MCPER team to observe intervention groups, core mathematics instruction, and business-as-usual intervention procedures in participating classrooms.
- Allow district-employed interventionists to audio-record their daily intervention instruction.
- Allow participating teachers to complete a consent form and surveys regarding their teaching background and classroom characteristics.
- Provide student-level demographic and assessment data, including: Student name, Race/Ethnicity, Gender, DOB, Grade Level, School Homeroom Teacher, Free and Reduced Lunch Status, LEP Status (e.g., ESL, LEP, ELL), Special Education Status, Special Education Category, retention data, TELPAS scores for kindergarten and first grade years, and students' BOY, MOY, EOY district math and reading scores.
- Allow participating teachers to attend a 30-min focus group interview at the conclusion of the study regarding their impressions of the impact of the PM-1 program on their students.

Any modifications to the current agreement will be submitted and discussed between the MCPER team and the Canutillo ISD team prior to any proposed changes. The agreement will be effective as of date signed and will remain active for one year thereafter.

This agreement can be terminated by either entity by providing not less than sixty (60) days advance written notice.

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.

Agreed by:

UT Representative

Signature: 

Printed Name: Christian Doabler, Ph.D

Position: Principal Investigator, Precision Mathematics First Grade Study

District Representative

Signature: 

Printed Name: Jessica Arellano

Position: Superintendent, Canutillo Independent School District

APPROVAL

August 12, 2025

Christian Doabler
 1912 SPEEDWAY
 AUSTIN, TX 78712

+1 512 471 7256
 cdoabler@austin.utexas.edu

Dear Christian Doabler:

On 8/12/2025, the IRB approved the following submission:

Protocol Information	Submission Details
Type of Review:	Modification / Update
Title:	Broadening Participation in Mathematics for English Learners with Mathematics Difficulties: A Multi-Site Impact Study
Investigator:	Christian Doabler
IRB ID:	2020060103-MOD14
Funding:	Name: National Science Foundation (NSF), Grant Office ID: 201903938, Funding Source ID: 2010550
Grant ID:	None
IND, IDE or HDE:	None
Documents Reviewed:	<ul style="list-style-type: none"> • ALMA Assessment, Category: Other; • HRP UT 901 Form: Precision Mathematics_8-7-25, Category: IRB Protocol; • Pennies Assessment, Category: Other; • PM Parent Consent - English_Updated_8-7-25, Category: Consent Form; • PM1 Parental Consent Spanish Version_8-5-25, Category: Consent Form; • Student Assent-English_7-22-25, Category: Consent Form; • Student Assent-Spanish_7-22-25, Category: Consent Form; • Teacher Consent Form_Updated_8-7-25, Category: Consent Form;



The IRB approved the protocol on 8/12/2025.

This study does not require continuing review. However, investigators are required to continue to meet all institutional requirements for conducting research with human subjects as outlined in HRP-UT1000 IRB Policies and Procedures Manual which can be found by navigating to the IRB Library, General tab, within UTRMS-IRB. This includes maintenance of up-to-date human subjects research training (CITI) for all study personnel throughout the conduct of the study.

A description of the approved modification(s) can be found in the modification summary section of the UTRMS-IRB application.

As a reminder:

- Modifications to this study must be approved by the IRB in advance of implementing changes to the research.
- New information related to this study must be reported to the IRB in accordance with institutional reporting requirements.
- All study personnel must maintain up-to-date human subjects research training (CITI) throughout the conduct of the study.
- Close this study once all research activities are complete.

This study has been reviewed in accordance with UT Austin's Federalwide Assurance approved by the Department of Health and Human Services and the IRB has determined the study is in compliance with applicable federal regulations including 45 CFR 46, applicable Subparts (or equivalent policies and procedures), and other applicable federal regulations, Texas law, and other pertinent regulations and guidelines.

Any questions about issues unrelated to UT Austin IRB's review of this research should be referred to the PI's college, school, or unit.

If you have any questions, contact IRB staff by phone at 512-232-1543 or via email at irb@austin.utexas.edu

Sincerely,

Institutional Review Board
University of Texas at Austin

cc:
Christian Doabler (PI)

Canutillo Independent School District				
Projected PM-1 Instructional Assistant (IA) Work Schedule for 2025-2026				
<i>*Note: The projected PM-1 dates below are dependent on CISD board approval & district hiring of IAs. The projected hours per week are dependent on IA availability, number of PM-1 groups, and the final PM-1 intervention schedule.</i>				
# of Instructional Assistants	Weekly Schedule	# of Days per week	Weekly Hrs. & Pay	
8	Monday - Thurs. 8:00 - 3:30 based on individual schedules	4 days / week	18 hrs. @ \$23.50/hr	
Week of	# Hrs.	Estimated Pay	Projected Task per Week	
10/27/25	12	\$282.00	Projected start Date 29th; Assessment Training	
11/3/25	18	\$423.00	Pretest Administration	
11/10/25	18	\$423.00	3 Day Week; Pretest Administration	
11/17/25	18	\$423.00	Pretest Make-ups & Data Entry	
11/24/25	0	\$0.00	No School	
12/1/25	18	\$423.00	PM-1 Curriculum Training	
12/8/25	18	\$423.00	PM-1 Curriculum Training; Start PM-1 Intervention	
12/15/25	18	\$423.00	Teach PM-1 Intervention	
12/22/25	0	\$0.00	No School	
12/29/25	0	\$0.00	No School	
1/5/26	14	\$329.00	3 Day Week; Teach PM-1 Intervention	
1/12/26	18	\$423.00	Teach PM-1 Intervention	
1/19/26	14	\$329.00	3 Day Week; Teach PM-1 Intervention	
1/26/26	18	\$423.00	Teach PM-1 Intervention	
2/2/26	18	\$423.00	Teach PM-1 Intervention	
2/9/26	18	\$423.00	Teach PM-1 Intervention	
2/16/26	14	\$329.00	3 Day Week; Teach PM-1 Intervention	
2/23/26	18	\$423.00	Teach PM-1 Intervention	
3/2/26	18	\$423.00	Teach PM-1 Intervention	
3/9/26	0	\$0.00	No School	
3/16/26	0	\$0.00	No School	
3/23/26	18	\$423.00	Posttest Administration	
3/30/26	18	\$423.00	Posttest Administration	
4/6/26	12	\$282.00	To be determined (Post-test Make-ups / Data Entry)	
4/13/26	12	\$282.00	To be determined (Post-test Make-ups / Data Entry)	
Total for 1 IA	330	\$7,755.00		
Projected Maximum Total for 8 IAs		\$62,040.00		

RELATIONS WITH EDUCATIONAL ENTITIES



Canutillo Independent School District

REQUEST FOR APPROVAL TO CONDUCT RESEARCH
IN THE CANUTILLO INDEPENDENT SCHOOL DISTRICT

1. Name of Person Initiating Request: Christian T. Doabler
Address: University of Texas at Austin, 1912 Speedway, D4900, Austin, TX Zip 78712
Telephone Number: 541-844-9271 Fax Number: _____
2. Title of Research Project: Precision Mathematics: First-Grade Impact Study
3. Nature of the Project. (Attach to this form a brief outline of the purpose, method, and general plan of investigation and its benefits to the Canutillo Independent School District.)
4. Data Collection for the Project. (Attach to this form, not more than one page, a specific description of the procedures to be used in collecting data, beginning and ending dates, and how privacy rights will be protected. Include a Confidentiality Oath Form for each person who will access student records.)
5. Instrument. (Attach a copy of each test, interview schedule, or questionnaire to be used.)
6. Participants. (Attach a list of schools or departments from which information is to be collected, students to be involved, and teachers or other school employees to be involved. Describe how participants are to be selected.)
7. Reporting of Data. (Attach a statement, not more than one page, describing the data to be collected and reported and the method of collection.)
8. Institutional Approval. (This is required of all students and faculty members representing colleges and universities doing any research involving human subjects. Approval of projects from the University of Texas at El Paso will come from the Office for Research and Sponsored Projects.)

CISD School Approval (for student projects): _____

CISD Supervising Teacher

Signature of Person Initiating

CISD Principal

August 18, 2025

Date of Request

Submit completed proposals to: Canutillo Independent School District, Associate Superintendent, P.O. Box 100, Canutillo, TX 79835; (915) 877-7476 or fax (915) 877-7477.

CISD Request for Research Approval Attachments

3. Nature of the Project

- **Purpose:** The aim of this project is to continue to test the impact of the Precision Mathematics (PM-1) intervention in Canutillo ISD on the outcomes of first-grade English learners and non-English learners who face mathematics difficulties.
- **Method:** Similar to the Cohorts 1-5 (2021-2025), this study will continue to employ a randomized controlled trial design. First-grade students identified as at-risk for mathematics difficulties will be randomly assigned to Precision Mathematics or a control condition. All students will continue to receive district-approved core mathematics instruction.
- **General plan:**
 - Researchers will follow district protocol for recruiting campuses and first-grade teachers.
 - Researchers will provide participating teachers consent forms with detailed information about the study to be signed and returned to project staff. A copy of the form will be provided to the participating teachers (i.e., hardcopies and/or electronic copies).
 - Parental consent forms will be provided by researchers and sent home by participating teachers to all students in their classroom. Participating teachers will collect the signed forms and return to project staff. All students with signed consent will be eligible for the research aspect of the study.
 - Researchers will read the student assent form to participating students.
 - Consented first-grade students will be administered a set of early numeracy measures for screening purposes.
 - First-grade teachers will nominate eight students at-risk of mathematics difficulties based on researcher identified inclusion criteria. Students who meet study inclusion criteria will be randomly assigned to one of two conditions: (a) PM-1 intervention or a (b) business-as-usual control condition.
 - Consented students nominated by teachers will be given additional pre-and posttest assessments.
 - District-employed instructional assistants (IAs) will act as the primary service providers of the PM-1 intervention. Students in the PM-1 group will receive the 32-lesson intervention in small groups (4:1 student-teacher ratio) for 30-minutes per session across 8 weeks. Instructional assistants will be provided two professional development workshops delivered by project staff. The first training will take place prior to the start of the intervention and the second training will take place during the intervention. Interventionists will receive at least two coaching visits by project staff during intervention implementation. Coaching visits will consist of direct observations of PM-1 intervention lesson delivery, followed by feedback on instructional quality and fidelity of intervention implementation. Fidelity of implementation will be observed two times during the intervention time period.
 - The research team will conduct a classroom observation during Tier 1 mathematics instruction with each participating teacher.
 - The research team will conduct up to three observations of BAU control students during the delegated PM-1 intervention time.
 - The research team will administer up to three text message surveys regarding the activities of BAU students during the PM-1 intervention time frame.
 - The research team will collect daily audio recordings of lesson implementation in each PM-1 intervention group. At the conclusion of each project year, we will use the recordings to evaluate the type, quantity, and quality of mathematics instruction delivered. Trained coders will analyze the audio recorded data using two validated measurement tools (see Appendix A, Table 4, page 6): (a) Classroom Observations of Student- Teacher Interactions-STEM measure (COSTI-STEM; Doabler et al., 2015; 2017; 2018; 2019) and (b) the Ratings of Classroom Management and Instructional Supports (RCMIS; Doabler & Nelson, 2009).

Cohort 5 (2025-26)

Notably, our team has applied variations of the COSTI-STEM and RCMIS across 13 federally funded research projects, involving five states with more than 20 school districts and over 15,000 students (e.g., Clarke, Doabler et al., 2012-2017; Doabler et al., 2015-2021).

- Students in the control condition (i.e., business-as-usual) will continue to be instructed by the classroom teacher using district-approved curricula and materials. Researchers will obtain information on the school practices for students in the control condition via teacher surveys and direct observations.
- After the end of the PM-1 program, the research team will hold one 30-minute interview with teachers regarding their impressions of the impact of the PM-1 program.
- **Benefits to CISD:**
 - At-risk, first-grade learners will receive mathematics instruction grounded in evidence-based teaching practices.
 - District-employed interventionists will receive professional development opportunities to build content and pedagogical knowledge for teaching mathematics to at-risk first grade learners.
 - Participating classroom teachers will receive financial incentives for their participation.
 - Interventionist time devoted to project activities, including intervention implementation, will be paid for by the project.

4 - Data Collection

- **Procedures for collecting data:** Trained project staff will administer all student outcome and teacher surveys included the project (paper protocols & online measures). Project staff will administer the measures prior to and after of the intervention implementation period and will coordinate with participating campuses and first-grade classroom teachers for scheduling purposes. Researchers request a space be provided at each campus to use for individually administered student measures.
- **Beginning and ending dates:** October 2025 – April 2026
- **Protection of privacy:** Data will be kept confidential. Following the consent process, teachers, interventionists, and students will receive a randomly generated identification number assigned at the time of recruitment. This number will be used as participant identifiers on all written materials. Received forms will be coded by replacing the participant's name with this identification number. This de-identifying process will occur within one week of data collection. This timeframe may fluctuate (i.e., shorter or slightly longer), depending on the amount of data collected. The key linking participant names and identification numbers will be stored on a password protected electronic server to which only project staff have access (see below for Confidentiality Oath Forms). This "key" will be stored in a separate storage location from the data. Specifically, it will be housed in a separate password-protected folder on the electronic server. There is some risk that confidentiality of project data will be compromised. Researchers will minimize this risk by (a) ensuring only key project personnel have access to the secure servers at UT-Austin, (b) de-identifying data in a timely manner, (c) employing electronic data storage methods that utilize encryption as well as password protection, and (c) ensuring that hard copies of documents are kept in secure, locked cabinets and offices.

5 - Instruments

A list of student outcome measures, surveys, and observation tools can be found in Appendix A. Sample items of the student outcome measures are also provided.

6 – Participants

Schools/Departments from which information is to be collected:

- Testing and Accountability Department - The following student-level data will be requested from the district: Student Name, Race/Ethnicity, Gender, DOB, Grade Level, School, Homeroom Teacher, Free and Reduced Lunch Status, LEP Status (e.g., ESL, LEP, ELL), Special Education Status, Special Education Category, retention data, TELPAS scores for

Cohort 5 (2025-26)

kindergarten and first grade years, and BOY, MOY, EOY district-administered math and reading assessment scores.

- Schools (~20 total classrooms)
 - Jose Damian Elementary
 - Garcia Elementary
 - Reyes Elementary
 - Deanna Davenport Elementary
 - Canutillo Elementary
 - Bill Childress Elementary
- **Students involved in research project:** In each participating classroom, eight first grade students who are considered at-risk for mathematics difficulties will be eligible to participate (~150 total first-grade students).
- **Teachers/School employees involved in research project:**
 - Precision Mathematics will be delivered by district-employed instructional assistants. The district will be reimbursed for intervention implementation at an hourly IA rate of \$23.50.
 - UT Austin will offer to pay stipends to classroom teachers for their participation in the study (i.e., distributing and collecting consents and completing surveys)
- **Description of participant selection:** Participating first-grade students will be administered a set of early numeracy measures for screening purposes. Participating teachers will nominate eight first-grade students who are considered at-risk for mathematics difficulties based on researcher identified inclusion criteria. These students will be randomized to one of the two study conditions and will complete additional pre- and post-test assessment battery (i.e., ~60-min at each time point). Students randomized to the PM-1 intervention condition will also receive 30 minutes of daily mathematics instruction for approximately 8 weeks.

7 – Reporting of Data

Description of data to be collected:

Student Outcome Measures: Our measurement model will assess mathematics achievement through five standardized mathematics outcome measures. These measures will be administered at pretest and posttest time periods by trained research staff.

- **Assessing Student Proficiency in Early Number Sense (ASPENS).** ASPENS is a set of individually administered fluency-based measures (1 or 2-min each) validated for screening and progress monitoring of students' number sense proficiency, including number identification, magnitude comparison, missing number, and arithmetic facts and base-10.
- **Early Measurement Curriculum-Based Measures (EM-CBM).** This is a set of four 1 or 2-min, individually administered fluency-based CBMs focuses on concepts of early measurement.
- **Assessing Concepts of Linear Measurement and Data Analysis (ALMA).** This individually administered measure comprises 22 short answer and multiple-choice items related to length, measurement, data analysis, and scientific practices.
- **STEM Vocabulary Assessment.** This individually administered vocabulary measure requires students to orally define and point to the picture that depicts five first-grade mathematics and science terms.
- **Pennies – Word Problems.** This small group administered measure comprises of 14-word problems read aloud by the assessor. The problems require addition or subtraction to solve, and all scenarios involve a context of pennies.

Student Level Data - The following student-level data will be requested from the district: Student Name, Race/Ethnicity, Gender, DOB, Grade Level, School Homeroom Teacher, Free and Reduced Lunch Status, LEP Status (e.g., ESL, LEP, ELL), Special Education Status, Special Education Category, retention data, TELPAS scores for kindergarten and first grade years, and BOY, MOY, EOY district math and reading scores.

Cohort 5 (2025-26)

Teacher Surveys - The proposed research will administer two surveys. The first survey will document demographic information from participating teachers and survey the mathematics classroom. Such items include reporting ethnicity, gender, teaching experience, education, and areas of specialization as well as the amount of time spent on mathematical content, the types of teaching practices used. The second survey pertains to the nominated PM-1 students and asks questions related to (a) district-provided mathematics interventions, (b) English proficiency skills, and (c) self-regulation and behavioral characteristics.

Fidelity of Implementation - Our classroom observation system will measure three aspects of mathematics instruction: (a) implementation fidelity of the PM-1 program, (b) quality of instruction, and (c) mathematics discourse opportunities for ELs. Trained project staff will administer the observation system in the PM-1 intervention groups twice during the intervention time period.

☐ **Description of data to be reported:**

Researchers will present findings to school leaders at the conclusion of the project. For example, the research team can provide a brief written report/summary of findings, or researchers can present the study's findings in person, via a brief PowerPoint presentation. The research team will write up study findings for submission to peer-reviewed journals. Researchers also hope to present findings at conferences. No information will be published that would allow for readers to identify participating students, schools, or districts.

- ☐ **Method of data collection:** Student mathematics achievement will be assessed through five standardized mathematics outcome measures. These measures will be administered at pretest and posttest time periods by trained project staff. All measures will be computer-administered or delivered via paper-pencil, with administration directions verbally delivered by project staff. Teacher surveys will be collected via online data collection methods.

Appendix A: Student Outcome Measures, Surveys, Observation Measures, and Sample Items

Table 1. Student Outcome Measures (Administered by MCPER Research Team)

Construct	Measure	Pretest		Posttest	
Number Sense	Assessing Student Proficiency in Early Number Sense (ASPENS)	X		X	
Length Measurement	Early Measurement Curriculum-Based Measures (EM-CBM)	X		X	
Measurement, Data Analysis, Scientific Practices	Assessing Concepts of Linear Measurement and Data Analysis (ALMA)	X		X	
Language Development	STEM Vocabulary Assessment	X		X	
One-step Word Problems	Pennies	X		X	

**Note: 7-10 min for students receiving the ASPENS only; Total administration for all measures is ~60 minutes (pre and post-test time periods)*

Table 2. Teacher Surveys

Construct	Measure	Participant(s)
Teaching Background and Classroom Context	Classroom Characteristics Survey	Teacher (administer near end of study)
Nominated Student Learning Context	Student Characteristics Survey	Teacher (administer in middle of study)

**Note: Total administration for teacher surveys is ~40 minutes.*

Table 3. Observation Tools (Completed by MCPER Research Team)

Construct	Measure	Focus	Administration
Implementation Fidelity	Precision Mathematics Fidelity of Implementation (PM-FOI)	Interventionists	Twice during intervention time period

Table 4. Audio Recording Measures (MCPER Research Team will code all audio recorded PM-1 lessons)

Construct	Measure	Focus
Instruction Quality	Rating of Classroom Management and Instructional Support (RCMIS)	Interventionist
Mathematics Discourse	Classroom Observations of Student-Teacher Interactions – Mathematics (COSTI-M)	Interventionist

Sample Student Assessments

ASPENS: Magnitude Comparison

Example Items—Grade 1

38	16	43	57	4	12	37	48
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ASPENS: Missing Number

Example Items—Grade 1

28	29	_____	76	_____	78
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ASPENS: Math Facts

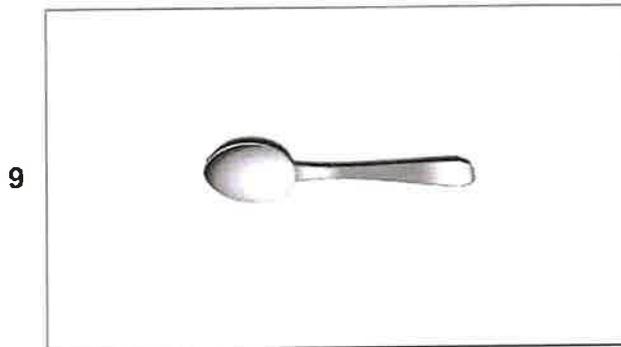
Example Items—Grade 1

$\begin{array}{r} 9 \\ + 8 \\ \hline \end{array}$	$\begin{array}{r} 11 \\ - 1 \\ \hline \end{array}$	$\begin{array}{r} 13 \\ - 7 \\ \hline \end{array}$	$\begin{array}{r} 5 \\ + 8 \\ \hline \end{array}$
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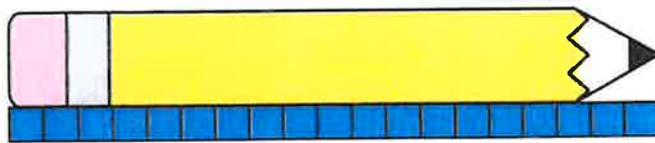
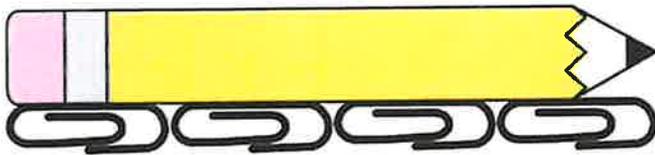
EM-CBM

“Look at this box.” (point to Item 1) “For each box, I want you to use the ruler to measure the object and tell me its length in inches. Start here and go down the page.”
 (demonstrate by pointing) “Put your finger on the first box. Ready?” (make sure student has ruler in hand) “Begin.” (time for two minutes) “Stop.”

s



ALMA



<p>6. Display PICTURE A. “Look at this picture. I measured the pencil with paperclips.” (point) When I measured the same pencil with centimeter cubes (point) I used more cubes than paperclips. Why?” Score the response: 1 point for discussion about a centimeter cube being shorter than a paperclip or a paperclip being longer than a centimeter cube 0 points for incorrect response, no response, or incorrect reasoning</p>	<p>1 0</p>
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STEM Vocab

(1a) The first word is length. What does length mean?

- Wait 5 sec.; Recalibrate - "Tell me what you know about the word length?"

(1b) Display the Receptive Vocabulary Image 1b.

Point to the picture that represents the word length.

- Wait 5 sec.



Pennies

1.

Ava had 1 penny. Then Santi gave her 2 more pennies. How many pennies does Ava have now?

Sample Teacher Surveys

PM-1 Teaching Background Survey

7. In this current school year, how many days per week do you teach mathematics?
Number of days: _____

8. On average, how long is a mathematics lesson? _____ minutes
 - 8a. Is mathematics taught mainly as a separate subject (i.e., not integrated within other subjects)?
 - a. Yes
 - b. No

9. Most often, how do you assess students understanding of mathematics concepts and practices?
 - a. Observe students as they work
 - b. Ask students to verbally answer questions during class
 - c. Short, regular tests (written and/or technology-based)
 - d. Longer tests (e.g., unit tests or exams)
 - e. Student projects

10. What type of materials do you use to teach mathematics?
 - a. Teacher-developed
 - b. Commercially available
 - c. Blend of both teacher-developed and commercially available

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract (Contract)** is entered into effective **October 27, 2025 (Effective Date)**, by and between Contracting Parties pursuant to authority granted in and in compliance with Chapter 791, Government Code.

CONTRACTING PARTIES:

Receiving Party: The University of Texas at Austin, of the State of Texas
The Meadows Center for Preventing Educational Risk
1912 Speedway D4900
College of Education SZB 5.110
Austin, Texas 78712
Phone: (512) 2325-2320

Performing Party: Canutillo Independent School District, of the State of Texas
Address: 7965 Artcraft Rd,
El Paso, TX 79932
Phone: (915) 877-7400

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to conduct intervention services for a research project. This Contract will increase the efficiency and effectiveness of Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (**services**):

Intervention services

WARRANTIES:

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Section 65.31, *Texas Education Code*, and Chapter 791, Government Code; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Receiving Party's behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in Section _____, *Texas _____ Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

CONTRACT AMOUNT:

The total amount of this Contract will not exceed **\$62,040.00**.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with Chapter 2251, Government Code (Texas Prompt Payment Act).

Payments made under this Contract (1) are based on cost recovery (2) will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

Section 51.012, Education Code, authorizes Receiving Party to make payments through electronic funds transfer methods. Performing Party agrees to accept payments from Receiving Party through those methods, including the automated clearing house system (ACH). Performing Party agrees to provide its banking information to Receiving Party in writing on Performing Party letterhead signed by an authorized representative of Performing Party. Prior to the first payment, Receiving Party will

confirm Performing Party's banking information. Changes to Performing Party's bank information must be communicated to Receiving Party in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Performing Party.

TERM:

The term of this Contract begins on the Effective Date and expires on **April 17th, 2026**.

NOTICES:

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: The University of Texas at Austin
The Meadows Center
Maria Longhi
Email: mlonghi@austin.utexas.edu

If to Performing Party: Canutillo Independent School District
Ruby Palacios
Email: rpalacios@canutillo-isd.org

or other person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Contract (**EIRs**) comply with applicable requirements set forth in 1 TAC Chapter 213 and 1 TAC Section 206.70 (ref. Subchapter M, Chapter 2054, Texas Government Code). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Contract and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Contract.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by 1 TAC Section 213.38(g).

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

Venue; Governing Law. Travis County Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

State Auditor's Office. Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. Sections 51.9335(c), 73.115(c) and 74.008(c), Education Code). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Contracting Parties.

Severability. If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

Public Records. It will be the independent responsibility of Receiving Party and Performing Party to comply with Chapter 552, Government Code (Public Information Act), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

Executed effective on the Effective Date by the following duly authorized representatives of Contracting Parties:

RECEIVING PARTY:

Canutillo ISD

By: _____

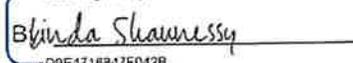
Name: _____

Title: _____

Date: _____

PERFORMING PARTY:

The University of Texas at Austin

DocuSigned by:

D9E4718B47F042B

Name: Linda Shaunessy

Title: Business Contracts Administrator

Date: 2025-08-15 | 10:46:43 PDT

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: September 29, 2025

Subject/Title for Agenda Posting: Approval of the 2025-2026 Juvenile Justice Alternative Education Program (JJAEP) Interlocal Agreement with the El Paso County Juvenile Board

Justification Statement: JJAEP Interlocal Agreement will provide additional resources to Canutillo ISD

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

Staff Responsible: Dr. Monica Reyes
Signature of Requester(s)
Dr. Monica Reyes
Signature of Presenter(s)
 9/17/25
Business Services Approval (Initials) *Date*

Agenda Summary:

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.



RECOMMENDATION: Administration recommends that the Board accept and participate in the Interlocal Agreement with El Paso County Juvenile Justice Alternative Education Program as presented.

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:
Student Support Services

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S): Interlocal Agreement and Exhibits



**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 JJAEP for a minimum of seventy-five (75) school days shall be pre-tested within ten (10) school days of enrollment, and those enrolled for at least sixty-five (65) school days shall be post-tested prior to exit from the JJAEP.

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

The JJAEP shall operate for at least seven (7) hours per instructional day over one hundred eighty (180) school days, totaling 75,600 instructional minutes. These minutes include time allotted for lunch and transitions but do not include early release days, inclement weather days, or other waiver days. A JJAEP student is noted as present if they attend at least four (4) hours of instructional time in a school day. Attendance is documented and verified through daily sign-in sheets and attendance records for each enrolled JJAEP student. If a JJAEP student is detained/incarcerated, absent for a minimum of ten (10) consecutive school days, reported as a runaway, experiencing an extended illness or medical condition, or admitted to inpatient services, the student will be coded as inactive. Inactive status will not be counted as absent or present for JJAEP reporting purposes. Students maintained on inactive status for thirty (30) consecutive school days shall be withdrawn from the JJAEP on the thirty-first (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 extent possible, with the El Paso County Truancy Prevention Plan. TPMs may include, but are not limited to, behavior-specific intervention plans, counseling, mediation, restorative practices, in-school suspension (ISS), or out-of-school suspension (OSS). If TPMs are unsuccessful and truancy persists, YISD shall refer the student to the District Attorney’s Office or the appropriate Truancy Court authority within two (2) school days, as required for JJAEP students. YISD shall maintain written policies and procedures specifying which staff member is responsible for reporting student absences to the Participating District. Absences shall be reported via email at a frequency established by policy, and the JJAEP Administrator must be copied on all such email transmissions.

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

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

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

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

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

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

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

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

ESL SERVICES

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

TRANSPORTATION SERVICES

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

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

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

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

POLICY AND PROCEDURES AND STUDENT CODE OF CONDUCT

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

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

JJAEP EDUCATIONAL STAFF

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

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

YISD agrees to complete the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT “F”)** for each employee assigned to work with JJAEP students. YISD will provide verification that all required certifications are current and that the employee has completed the necessary training as required by this agreement. The form must be completed and signed by an authorized Human Resources representative certifying that the employee meets all qualifications for the position held. For returning YISD employees, the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT “F”)** shall be re-certified annually and submitted to the Juvenile Probation Department no later than October 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 JJAEP must comply with the standards set forth in Texas Administrative Code, Chapter 358 regarding the identification, reporting, and investigation of abuse, neglect, exploitation, death, and serious incidents. YISD shall ensure that all JJAEP staff, including administrators, are trained on these standards and fully understand the timelines and procedures for reporting. Additionally, all staff must adhere to the Prison Rape Elimination Act (PREA) and uphold a strict zero-tolerance policy regarding any form of physical, emotional, or sexual abuse.

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

RECORDS AND RETENTION

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

SUPPLEMENTARY PROGRAM FUNDING

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

EFFECTIVE DATE

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

TERMINATION

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

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

NOTICE

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

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

SEVERABILITY

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

ENTIRE AGREEMENT

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

INSPECTION OF RECORDS

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

EXECUTION

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

EQUAL EMPLOYMENT POLICIES

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

FAILURE TO PAY

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

IMMUNITY

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

CHANGE OF CAMPUS LOCATION

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

CONFLICT RELATED DOCUMENTS

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

YISD INTERLOCAL SY 2025-2026
CONTACTS AND ADDRESS INFORMATION

School District	Address
Clint Independent School District James R. Pendell, Board President	14521 Horizon Boulevard El Paso, Texas 79928
Fabens Independent School District Luis “Charlie” Estrada, Board President	821 NE "G" Avenue Fabens, Texas 79838
San Elizario Independent School District Eduardo Chavez, Board President	1050 Chicken Ranch Road San Elizario, Texas 79849
Socorro Independent School District Michael A. Najera, Board President	12440 Rojas Drive El Paso, Texas 79928
Tornillo Independent School District Marlene Bullard, Board President	19200 Cobb Avenue Tornillo, Texas 79853
Ysleta Independent School District Carlos Bustillos, Board President	9600 Sims Drive El Paso, Texas 79925
El Paso Independent School District Leah Hanany, Board President	1014 N. Stanton Street El Paso, Texas 79902
Anthony Independent School District Angel J. Cuellar, Board President	840 6 th 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: _____
Connie Woodruff, Board Secretary

By: _____
Carlos Bustillos, Board President

Date: _____

Date: _____

Chief Counsel for YISD

By: _____
Priscilla Mata

Date: _____

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

By: _____
Board Secretary

By: _____
Mr. Armando Rodriguez, Board President

Date: _____

Date: _____

JUVENILE JUSTICE ALTERNATIVE EDUCATION (JJAEP) MANDATORY OFFENSES

SY 2025-2026

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

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



César Chávez Academy



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

Reason Code: _____
Action Code: _____

Intake Date: _____ Time: _____
Exit Date: _____

REVISED 2/22/22

Please make sure all fields are complete and all documents are sent to CCA, if not this could delay the students intake date.

JJAEP Intake Packet Checklist

Date: _____ Home School: _____

Student Name: _____ Student ID# _____ Grade: _____

Home Address: _____ DOB: _____ SS# _____ - _____ - _____

Reason for Placement: _____ **Placement:** Mandatory or Discretionary
(circle one)

Police Case Number: _____ Probation: Yes / No If Yes, P.O. Name: _____

Special Education: Yes/No

504: Yes / No Manifestation Date: _____

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

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

English Language Learner: Yes/No

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

Referring administrator's name: _____ Phone: _____

Person completing checklist: _____ Phone: _____

CCA Registrar reviewed paperwork on: _____ Date
 Paperwork Accepted Paperwork Declined Reason: _____

Accepted/Declined by: _____
CCA Official Signature Date



Juvenile Justice Alternative Education Program Monthly Activity Report

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

County: _____ Date: _____

Person Preparing Form: _____ Title: _____

Month Ending: _____ Phone: _____

<i>Activity During the Reporting Period</i>	<i>Mandatory Expulsions</i>	<i>Discretionary Expulsions</i>	<i>Other Students*</i>
Total number of days program operated			
Total number of actual student attendance days			
Total number of actual student absences			
Total number of Inactive days			
Number of students in program at beginning of reporting period			
Number of students added			
Number of students exited			

* "Other Students" denotes a child enrolled in JJAEP who has not been expelled from school (i.e. court ordered).

ALL BLANK SPACES SHOULD BE COMPLETED MONTHLY.

Return this Report To:

Texas Juvenile Justice Department
Division of Probation and Community Services - JJAEP
Post Office Box 12757
Austin, TX 78711

Fax: (512) 490-7715



Juvenile Justice Alternative Education Program Monthly Activity Report

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

Form Descriptions:

Report Period - The month and year for which you are supplying information.

Total Number Of Days Program Operated - The number of actual operation days during the report period.

Total Number Of Actual Student Attendance Days - The total for the report period and account for each day each student is in actual attendance at the JJAEP. Students must be present at least 4 hours to be counted.

Total Number Of Actual Student Absences - The total for the report period and account for each day each student is actually not in attendance.

Total Number Of Inactive Days - The total for the report period and account for each day each student is maintained as enrolled and not counted as absent or present from the JJAEP.

Number Of Students In Program At Beginning Of Reporting Period - The number of students active in the program on the 1st day of the month (should equal the number in program at ending of report period of the previous month).

Number Of Students Added - The number of students added to the program during the reporting period.

Number Of Students Exited - The number of students who left the program during the month.

Definitions:

Mandatory Expulsions:

This category should only include those students expelled under §37.007 (a), (d) or (e) of the Texas Education Code.

Discretionary Expulsions:

This category should only include students expelled under §37.007 (b), (c), or (f) of the Texas Education Code. This also includes §37.0081 Title 5 Felony offenses and §37.0081 Aggravated Robbery "*Off Campus*" (Penal Code 29.03).

Other:

This category should only include non-expelled students, including Registered Sex Offenders under §37.309. These are students that are typically placed in the JJAEP via a condition of probation or in rare instances voluntarily attend the JJAEP.

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT POLICIES AND PROCEDURES FOR THE JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

Ysleta Independent School District, El Paso County Juvenile Probation
Department

6/30/2025



THE DISTRICT
YSLETA INDEPENDENT SCHOOL DISTRICT



**EL PASO COUNTY JUVENILE JUSTICE
ALTERNATIVE EDUCATION PROGRAM
STUDENT CODE OF CONDUCT
2025-2026 SCHOOL YEAR**



THE DISTRICT
YSLETA INDEPENDENT SCHOOL DISTRICT

Ysleta Independent School District

JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGEMENT

Dear Student and Parent,

The El Paso County Juvenile Probation Department provides this Student Code of Conduct to parents/guardians and students admitted to the Juvenile Justice Alternative Education Program (JJAEP). Your child is in the JJAEP due to expulsion for one of the mandatory expulsions listed in the table below. The purpose of this publication is to provide you with information about the general rules and guidelines for attending and receiving an education in the Ysleta ISD while in the JJAEP. Additionally, a JJAEP brochure is included with this document, containing contact numbers for ISD Campus Principal/Assistant Principals and the El Paso County Juvenile Probation JJAEP staff.

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

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

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

Student's Name: _____
(Please Print)

Student's Signature: _____ Date: _____

Parent/Guardian's Name: _____
(Please Print)

Parent/Guardian's Signature: _____ Date: _____

Home School: _____ Grade Level: _____

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MISSION STATEMENT

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

Mandatory Expulsion Table

JUVENILE JUSTICE ALTERNATIVE EDUCATION (JJAEP) MANDATORY OFFENSES

SY 2025-2026

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

JJAEP STUDENT CODE OF CONDUCT

A. ADOPTION

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

B. NOTICE

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

C. DISCIPLINE AND SANCTIONS

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

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

D. DISCIPLINARY OFFENSES

MAJOR

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

MINOR

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

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

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

DISCIPLINARY MANAGEMENT TECHNIQUES

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

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

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

E. JJAEP CAMPUS ADMINISTRATOR ROLE

- Any inappropriate conduct that occurs is reported to the JJAEP Administrator and assigned Juvenile Probation Officer, who will document the conduct/incident.
- Consequences for any negative behavior are explained during the JJAEP school intake to both the student and their parent/guardian. This information is incorporated in the Student Code of Conduct and Policies and Procedures for staff.

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

F. EXPECTATIONS OF JJAEP STUDENTS

JJAEP students are expected to:

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

G. PROHIBITED SANCTIONS

The following disciplinary sanctions are strictly prohibited:

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

H. DRESS CODE

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

Uniform Appearance:

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

Facial Appearance:

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

Tattoos:

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

Haircuts:

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

Jewelry:

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

Shirts:

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

Pants/Belts:

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

Shoes:

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

Winter Clothing:

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

Additional Items:

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

I. GRIEVANCE PROCEDURES

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

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

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

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

COMPLAINTS & GRIEVANCES FROM PARENT/GUARDIAN

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

J. SEXUAL ABUSE POLICY

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

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

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

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

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

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

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

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

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

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

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

K. HIGH SCHOOL EQUIVALENCY

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

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

JJAEP students with less than 4 high school credits, will be considered a priority for consideration of a High School Equivalency Program.

L. CONSIDERATION OF REMOVAL OF A CHILD

Consideration will be given as a factor in each decision concerning suspension, removal to a Disciplinary Alternative Education Program, expulsion, or placement in a Juvenile Justice Alternative Education Program, regardless of whether the decisions concern a mandatory or discretionary action, to a student's status in the conservatorship of the Texas Department of Family and Protective Services or a student's status as a student who is homeless.

M. TRANSITION FROM AN ALTERNATIVE EDUCATION PROGRAM TO REGULAR CLASSROOM

As soon as possible after an alternative education program determines the date of a student's release from the program, the alternative education program administrator (Cesar Chavez Academy), shall provide written notice of that date to the student's parent or a person standing in the parental relation to the student and the administrator of the campus to which the student intends to transition to. YISD and receiving district will jointly develop an appropriate written exit plan *from* the JJAEP and transition plan *to* the home school. An academic review will be provided to include a review of courses ^{attended} ~~attended~~, credits earned, credits pending, discipline and behavior progress or follow up areas, state assessment and/or IOWA skills test scores (Pre and Post), and

attendance records for JJAEP term through the JJAEP Exit Transition Meeting facilitated by Cesar Chavez Academy. In order to promote successful transition and long-term success, said exit transition meeting will occur prior to a youth's withdrawal from the JJAEP and will include the home school (returning), Campus Administrator or designee, assigned Juvenile Probation Officer or JPD representative, the student and the student's parent or guardian. The JJAEP Exit Transition Meeting must take place no later than five (5) instructional days after the date of the student's release from an alternative education program (JJAEP).

N. CONTINUED EDUCATIONAL SERVICES AND ON-LINE INSTRUCTION/ VIRTUAL SETTING

YISD agrees to continue the provision of personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (C.O.O.P) for online instruction that can provide educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Administrative Code (Chapter 348) and the Texas Juvenile Justice Department. Such C.O.O.P. must address any changes to the JJAEP educational components in the event of a pandemic or natural disaster. Searches will be conducted for safety and security reasons only. The searches procedure may be modified to ensure the safety and security of JJAEP students and staff in light of a pandemic or natural disaster in respect to the existing procedures. Any modifications to the searches procedure must be noted and reported to the JJAEP Administrator.

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

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



EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

JJAEP STUDENT GRIEVANCE FORM

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

JJAEP FACILITY (Select One) :

- CCA HIGH SCHOOL
- CCA MIDDLE SCHOOL

Student's Name: _____ Date & Time: _____

Description of Complaint or Concern:

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

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

Student's Signature: _____

Grievance Received By: _____ Date & Time: _____

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



NOTICE TO THE PUBLIC REGARDING ABUSE, NEGLECT AND EXPLOITATION

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

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

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

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

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

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

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TEXAS JUVENILE JUSTICE DEPARTMENT STANDARDS §348

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAMS

§348.100 PURPOSE

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

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

§348.102 DEFINITIONS

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

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

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

§348.104 INTERPRETATION AND APPLICABILITY

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

§348.106 WAIVERS AND VARIANCES

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

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

§348.200 PROGRAM ADMINISTRATION AND ORGANIZATION

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

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

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

The standard school day for the JJAEP is as follows:

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

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

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

PROCEDURE

Written policies and procedures governing all facets of the JJAEP's operation, including but not limited to personnel, administration, programming, training, and compliance with Chapter 348 of the Texas Administrative Code shall be maintained and followed. The El Paso County JJAEP Policies, Procedures, and Standards are incorporated as **EXHIBIT A** of the JJAEP Interlocal Agreement between the Juvenile Probation Department and participating ISDs. This inclusion facilitates compliance with TJJD requirements and clarifies both TJJD and YISD expectations. The JJAEP Policies and Procedures must be submitted to TJJD for review no later than October 1 of each year, and upon request.

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

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

POLICY

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

PROCEDURE

1. Students may voluntarily participate in approved research studies only with the prior written consent of their parent, guardian, or custodian. A copy of the signed consent form shall be maintained in the student's electronic file. Participation is strictly voluntary, and refusal to participate shall not result in any adverse consequences for the student.
2. Under no circumstances shall stimulants, tranquilizers, or psychotropic drugs be administered for experimental or research purposes.
3. Participation in any form of medical, pharmaceutical, or cosmetic research programs is strictly prohibited by the department.

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

POLICY

The El Paso County JJAEP Administrator and the Juvenile Board shall complete an Annual Performance Review at the conclusion of each academic year and prior to the start of the subsequent academic year. The Annual Performance Review aims to assess the program's effectiveness and overall performance in fulfilling the mission of the JJAEP.

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

PROCEDURE

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

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

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

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

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

POLICY

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

PROCEDURE

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

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

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

POLICY

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

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

PROCEDURE – DUTIES OF THE JJAEP ADMINISTRATOR

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

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

POLICY

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

PROCEDURE

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

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

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

POLICY

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

PROCEDURE

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

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

POLICY

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

PROCEDURE

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

COMMUNITY ACTIVITIES OFFICER (CAO) POLICY

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

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

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

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

CAO CERTIFICATION REQUIREMENTS

To be eligible for CAO certification, individuals must:

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

ON-THE-JOB TRAINING (OJT) REQUIREMENTS

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

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

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

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

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

§348.202 PERSONNEL ADMINISTRATION

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

POLICY

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

PROCEDURE

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

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

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

POLICY

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

PROCEDURE

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

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

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

POLICY

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

PROCEDURE

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

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

DISQUALIFYING CRIMINAL HISTORY

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

§348.204 DATA COLLECTION AND CASE FILE INFORMATION

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

POLICY

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

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

PROCEDURE

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

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

§348.206 CURRICULUM

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

POLICY

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

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

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

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

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

PROCEDURE

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

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

§348.208 PROGRAM REQUIREMENTS

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

POLICY

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

PROCEDURE

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

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

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

POLICY

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

PROCEDURE

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

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

POLICY

It is the policy of the El Paso County JJAEP to comply with [Texas Administrative Code, Chapter 348.208 \(a\) and \(d\)](#), to offer a High School Equivalency Program course. This program is designated to prepare eligible students to take and pass the high school equivalency exam, supporting their transition to further education, employment, or vocational training.

PROCEDURE

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

- c. High school equivalency curriculum.
- 12. Other areas of verification for high school equivalency completion:
 - a. High school equivalency examinations results;
 - b. Testing documentation, if applicable.

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

POLICY

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

PROCEDURE

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

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

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

POLICY

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

PROCEDURE

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

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

POLICY

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

PROCEDURE

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

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

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

POLICY

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

§348.210 STUDENT ATTENDANCE ACCOUNTING

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

POLICY

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

PROCEDURE

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

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

7. The official withdrawal date shall reflect the first full school day student is no longer enrolled in the program. This date is not the last the student attended JJAEP courses but the next full day of non-attendance.
8. YISD shall complete, review, approve, and sign the JJAEP Monthly Activity Report (MAR) (**APPENDIX K- JJAEP MONTHLY ACTIVITY REPORT**) each month and submit it, along with all required supporting documentation, to the JJAEP Administrator by the third (3rd) calendar day of the month. If the third calendar day falls on a weekend or holiday, the submission shall be due the following business day. Late or repeated inaccurate submissions may be considered non-compliant.
9. The identified Campus Administrator shall review and approve the MAR prior to its submission to JPD as part of JJAEP accountability quality assurance efforts. This will also assist to minimize errors on the MAR report.
10. The JJAEP Administrator retains the authority to reconcile any discrepancies. Any discrepancies, errors, or lack of supporting documentation originating from YISD that cannot be reconciled will be considered non-compliance and noted as part of the Compliance Monitoring Report, Annual Management Review and/or Annual Performance Review.
11. Upon final internal approval, the JJAEP Administrator will forward the Monthly Activity Report, attendance voucher and all supporting documentation to TJJD by the 10th calendar day of each operating month.
12. Late submissions are non-compliance and will require the JJAEP Administrator to send an email to the TJJD Performance Accountability Specialists and cc copy the Chief Juvenile Probation Officer and the El Paso County Auditor’s Office specifying the reasons for lateness and action plan to submit MAR documentation as soon as possible.
13. Reimbursement to districts is done on a quarterly basis, however, voucher is submitted to the state on a monthly basis.

§348.212 INTER-LOCAL COOPERATION

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

POLICY

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

PROCEDURES

A. JJAEP PROGRAM REFERRAL AND ENTRY:

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

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

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

B. PROGRESS REPORTS

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

C. JJAEP EXIT CRITERIA

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

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

D. EXIT TRANSITION MEETINGS

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

E. STATEWIDE ASSESSMENT

1. It is the policy of the El Paso County JJAEP that all enrolled students shall participate in the State of Texas Assessment of Academic Readiness (STAAR) and the End-of-Course (EOC) exams in accordance with TEA guidelines and grade level.
2. Students enrolled in JJAEP will take the STARR assessment at their assigned grade level.
3. All testing personnel shall be trained in accordance with TEA guidelines through a pre-scheduled staff development session prior to test administration. 270

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

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

POLICY

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

PROCEDURE

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

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

§348.214 PHYSICAL PLANT

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

POLICY

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

PROCEDURE

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

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

§348.216 SAFETY, SECURITY, AND EMERGENCY RESPONSE

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

POLICY

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

CRISIS RESPONSE PROCEDURES

In the event of a crisis:

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

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

FRONT DESK/CONTROL AREA OPERATIONS:

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

VISITOR CONTROL/GENERAL PUBLIC:

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

SCHOOL-SPONSORED EVENTS (OFF CAMPUS):

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

SCHOOL BUS TRANSPORTATION

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

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

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

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

PROCEDURE

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

EMERGENCY SITUATIONS

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

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

PROCEDURE

A. FIRE

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

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

Combustible Refuse:

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

Fire Drill Procedures:

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

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

Evacuation Plan:

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

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

Fire Prevention Practices:

Staff must regularly check for fire hazards, including:

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

Fire Response Procedures

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

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

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

Fire Investigations

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

Emergency Services and Firefighting Support

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

Emergency Lighting

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

Fire Hydrants

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

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

Fire/Smoke Detection System:

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

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

Emergency Pull Stations

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

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

Trash Receptacles

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

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

Emergency Plans and Evacuation Maps

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

First Aid Equipment

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

B. BOMB THREAT

Written Threats:

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

Telephone Bomb Threat:

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

C. HAZARDOUS CONDITIONS

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

D. ACTIVE SHOOTER EVENTS

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

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

E. RIOTS

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

F. MEDICAL EMERGENCIES

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

DEFINITION:

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

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

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

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

POLICY

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

PROCEDURE

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

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

POLICY

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

PROCEDURES:

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

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

JJAEP CLOSURE POLICY AND EMERGENCY SITUATIONS

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

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

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

POLICY

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

GENERAL SUPERVISION AND MOVEMENT

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

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

GROUP MOVEMENT OFF CAMPUS:

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

STUDENT ARRIVAL AND DISMISSAL PROTOCOL:

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

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

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

STUDENT SUPERVISION RESPONSIBILITIES

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

USE OF HANDHELD RADIOS BY STAFF:

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

SEARCHES

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

SEARCH MODIFICATIONS

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

DEFINITIONS

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

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

PURPOSES OF SEARCHES:

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

SEARCH GUIDELINES

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

PROCEDURE-CLOTHED/PATDOWN SEARCHES

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

A. When searches are appropriate:

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

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

B. Components of a pat down search:

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

C. Procedures for conducting an individual pat down search:

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

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

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

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

CONTRABAND

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

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

STRIP SEARCHES TECHNIQUES ARE PROHIBITED

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

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

POLICY

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

PROCEDURE

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

MAJOR DISCIPLINARY OFFENSES

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

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

MINOR DISCIPLINARY OFFENSES

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

WEAPONS POLICY

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

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

§348.218 RESTRAINT REQUIREMENTS

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

POLICY

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

DEFINITIONS

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

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

Other Relevant Definitions to This Policy

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

MECHANICAL RESTRAINTS

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

PROCEDURE

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

APPROVED PERSONAL RESTRAINT TECHNIQUE

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

PROCEDURE

When physical intervention is used, the philosophy of the CPI model is to provide for the care, welfare, safety, and security of the students in our charge. As such, policies and procedures are developed in relation to the Crisis Prevention Institutes' curriculum of Non-violent Crisis Intervention as the goal is to eliminate the use of physical and mechanical restraints through effective verbal de-escalation techniques, whenever possible. In the case where certified JJAEP staff at the JJAEP campus, must engage in the use of force and a restraint, the following criteria shall be followed:

1. Certified ISD staff in the approved physical restraint technique shall only use the approved physical restraint technique (CPI). As taught and outlined in the YISD and JJAEP Student Code of Conduct (SCC) ISD staff who lapse in CPI certification throughout the year must not engage in a physical restraint of JJAEP youth. It will be the responsibility of the Campus Administrator to ensure that staff does not lapse in their certification and if a lapse occurs, staff are aware as to their limitations regarding restraints.
2. El Paso County Juvenile Probation staff working directly with JJAEP students at the JJAEP Campus shall be certified and maintain their certification in Handle with Care (HWC) technique accordingly.
3. At no time shall an employee of the El Paso County Juvenile Probation Department or JJAEP ISD be involved in or assist in a physical restraint of a student or use any physical force against a student unless the employee has been deemed competent through the certified physical restraint technique.
4. Restraints shall ONLY be used in instances of:
 - a. Threat of imminent self-injury.

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

STAFF RESPONSE AGAINST SUDDEN ASSAULT:

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

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

REQUIRED ACTIONS FOLLOWING A RESTRAINT

1. The JJAEP Campus Administrators must be notified of the physical force/restraint used and an incident report shall be completed and submitted to TJJD within 24 hours of documented incident.
2. A copy of the report will be placed into the student's JJAEP case.
3. JJAEP Campus Administrators and JJAEP Administrator shall be informed of all incidents where staff has had to use force against a student.

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

MEDICAL TREATMENT FOLLOWING RESTRAINT:

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

RESTRAINT PROHIBITIONS POLICY

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

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

RESTRAINT DOCUMENTATION

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

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

PROCEDURE

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

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

§348.220 SERIOUS INCIDENTS

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

POLICY

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

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

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

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

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

§348.222 ABUSE, NEGLECT, AND EXPLOITATION

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

358 ANE DEFINITIONS

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

TAC 358.100 DEFINITIONS

- (1) **Abuse, Neglect, or Exploitation**--The terms "abuse," "neglect," and "exploitation" have the meanings given in Texas Family Code §261.001 and §261.401. For the purposes of this chapter, "abuse" includes sexual abuse and serious physical abuse as defined in this section.
- (2) **Alleged Victim**--A juvenile who is alleged to be a victim of abuse, neglect, or exploitation.
- (3) **Attempted Escape**--Committing an act that amounts to more than mere planning but that fails to affect an escape.
- (4) **Attempted Suicide**--Any voluntary and intentional action that could likely result in taking one's own life.
- (5) **Chief Administrative Officer**--Regardless of title, the person hired by a juvenile board who is responsible for oversight of the day-to-day operations of a juvenile probation department, including a juvenile probation department with multi-county jurisdiction.
- (6) **Escape** --The unauthorized departure of a juvenile who is in custody or the failure of a juvenile to return to custody following an authorized temporary leave.

- (7) Founded**--The finding assigned to an internal investigation when the evidence indicates that the conduct which formed the basis of an allegation of abuse, neglect, or exploitation occurred.
- (8) Incident Report Form**--The form used to report to TJJD allegations of abuse, neglect, or exploitation, the death of a juvenile, and serious incidents.
- (9) Inconclusive**--The finding assigned to an internal investigation when the evidence does not clearly indicate whether or not the conduct that formed the basis of an allegation of abuse, neglect, or exploitation occurred.
- (10) Internal Investigation**--A formalized and systematic inquiry conducted in response to an allegation of abuse, neglect, or exploitation or the death of a juvenile.
- (11) Internal Investigation Report**--The written report submitted to TJJD that summarizes the steps taken and the evidence collected during an internal investigation of alleged abuse, neglect, or exploitation or the death of a juvenile.
- (12) Juvenile**--A person who is under the jurisdiction of the juvenile court, confined in a juvenile justice facility, or participating in a juvenile justice program.
- (13) Juvenile Justice Facility ("facility")**--A facility that serves juveniles under juvenile court jurisdiction and that is operated wholly or partly by or under the authority of the governing board or juvenile board or by a private vendor under a contract with the governing board, juvenile board, or governmental unit. The term includes all premises and affiliated sites of the facility, whether contiguous or detached. The term includes, but is not limited to:
- (A) A public or private juvenile pre-adjudication secure detention facility, including a short-term detention facility (i.e., holdover), required to be certified in accordance with Texas Family Code §51.12;
 - (B) A public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with Texas Family Code §51.125; and
 - (C) A public or private juvenile non-secure correctional facility required to be certified in accordance with Texas Family Code §51.126.
- (14) Juvenile Justice Program ("program")**--A program or department that:
- (A) Serves juveniles under juvenile court or juvenile board jurisdiction;
 - (B) Is operated wholly or partly by the governing board, juvenile board, or by a private vendor under a contract with the governing board or juvenile board. The term includes:
 - (i) A juvenile justice alternative education program;
 - (ii) A non-residential program that serves juvenile offenders under the jurisdiction of the juvenile court or juvenile board; and
 - (iii) A juvenile probation department.
- (15) Juvenile Probation Department ("department")**--A governmental unit established under the authority of a juvenile board to facilitate the execution of the responsibilities of a juvenile probation department enumerated in Title 3 of the Texas Family Code and Chapter 221 of the Texas Human Resources Code.
- (16) Medical Treatment**--Medical care, processes, and procedures that are performed by a physician, physician assistant, licensed nurse practitioner, emergency medical technician (EMT), paramedic, or dentist. Diagnostic procedures are excluded from this definition unless intervention beyond basic first aid is required.
- (17) Private Facility Administrator**--The individual designated by the governing board of the facility who has the ultimate responsibility for on-site management and operation of a facility operated under contract with the juvenile board.
- (18) Reasonable Belief**--A belief that would be held by an ordinary and prudent person in the same circumstances.
- (19) Report**--Formal notification to TJJD of alleged abuse, neglect, or exploitation, the death of a juvenile, or a serious incident.
- (20) Reportable Injury**--Any injury sustained by a juvenile accidentally, intentionally, recklessly, or otherwise that:
- (A) Does not result from a personal, mechanical, or chemical restraint and requires medical treatment; or
 - (B) Results from a personal, mechanical, or chemical restraint and is a substantial injury.
- (21) Serious Incident**--Attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault, or youth sexual conduct.
- (22) Serious Physical Abuse**--Bodily harm or a condition that:
- (A) Resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect, or exploitation; and
 - (B) Requires medical treatment.
- (23) Sexual Abuse**--Conduct committed by an employee, volunteer, or other individual working under the auspices of a facility or program against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact. A juvenile, regardless of age, may not consent to the acts as defined in paragraphs (24) and (25) of this section under any circumstances.

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

(A) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;

(B) Contact between the mouth and the penis, vulva, or anus;

(C) Contact between the mouth and any body part with the intent to abuse, arouse, or gratify sexual desire;

(D) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the actor has the intent to abuse, arouse, or gratify sexual desire;

(E) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the actor has the intent to abuse, arouse, or gratify sexual desire; and

(F) Any attempt to engage in the activities described in subparagraphs (A) - (E) of this paragraph.

See specific definitions under 37 TAC Chapter 358

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

(A) Any threat or request for a juvenile to engage in the activities described in paragraph (24) of this section;

(B) Any display of uncovered genitalia, buttocks, or breasts in the presence of a juvenile;

(C) Voyeurism, which means an invasion of privacy of a juvenile for reasons unrelated to official duties, such as peering at a juvenile who is using a toilet to perform bodily functions; requiring a juvenile to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a juvenile's naked body or of a juvenile performing bodily functions; and

(D) Sexual harassment, which includes repeated verbal comments or gestures of a sexual nature, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

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

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

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

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

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

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

POLICY

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

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

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

APPLICABILITY

Unless otherwise stated, this policy also applies to:

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

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

SIGNAGE REQUIREMENTS:

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

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

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

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

2. **Reporting Time Frames:**

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

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

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

§358.320 CONTACT TO PARENTS BY SCHOOL ADMINISTRATORS

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

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

§358.340 PREVENTIVE MEASURES AND REPORTING OF ALLEGATIONS BY STUDENTS

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

1. All JJAEP students shall be informed of their right to report allegations of abuse, neglect, exploitation, and the death of a juvenile directly to the Texas Juvenile Justice Department (TJJD).
2. During the JJAEP Intake conducted at the campus, student and parents/guardians shall be provided with **APPENDIX R ANE and R1- ANE (SPANISH)** outlining TJJD contact information.
3. Both the student and parent/guardian shall sign acknowledgment forms upon receipt of the ANE information, and a copy will be provided to the family for reference.
4. The JJAEP Student Code of Conduct (SCC) will also advise the students of this right and information on reasonable, free, and confidential access to TJJD to report allegations.
5. If family attends the JJAEP Family Program Orientation held at JPD, this information and contact number to TJJD will be provided to them as an additional layer of oversight.
6. JJAEP staff shall make every effort to provide an environment that is free of coercion or any inappropriate conduct of any kind awareness and vigilance of behavior that may indicate abuse, neglect, or exploitation.
7. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras can be utilized as additional security, but never as a substitute for face-to-face supervision.
8. If a student is identified as vulnerable to sexual abuse, steps will be taken to ensure the student's safety, i.e., additional supervision, follow up by JJAEP staff, etc.
9. JJAEP staff shall never be allowed as the sole supervisor of students of the opposite gender. No exceptions! This includes searches, restroom breaks or any function of the program where students are vulnerable or exposed.
10. Any student with any type of handicap to include deafness will be allowed to report any sexual activity through whatever means necessary to help them communicate. (Unimpeded.)
11. The YISD/Juvenile Probation Department shall not hire, transfer, or allow anyone who has engaged or is pending investigation on sexual abuse or inappropriate sexual conduct to come into any contact with JJAEP youth.

§358.360 ALLEGATIONS OUTSIDE OF THE JUVENILE JUSTICE SYSTEM

If an allegation of abuse, neglect, or exploitation involves a juvenile but occurs outside of the JJAEP campus or JPD facility, and is not under the jurisdiction of the Juvenile Board, it must be reported to the relevant regulatory agency overseeing that site or program.

Examples of such agencies include:

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

§358.400 INTERNAL INVESTIGATIONS

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

INTERNAL INVESTIGATOR(S)

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

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

INTERNAL INVESTIGATION PROCEDURES

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

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

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

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

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

ALLEGATIONS AGAINST EMPLOYEES

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

WRITTEN AND ELECTRONICALLY RECORDED STATEMENTS

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

ASSIGNMENT OR ADMINISTRATIVE LEAVE DURING INVESTIGATIONS

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

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

§358.460 CORRECTIVE MEASURES

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

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

§358.500 INTERNAL INVESTIGATION REPORT AND COMPONENTS (APPENDIX Q)

Internal Investigation report shall include:

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

CONCLUSION OF INVESTIGATIONS AND REPORTING OF FINDINGS:

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

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

(SEE APPENDIX Q - INTERNAL INVESTIGATION FORM)

§358.540 SUBMISSION OF INTERNAL INVESTIGATIONS REPORT

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

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

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

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

§358.220 ABUSE, NEGLECT AND EXPLOITATION DATA COLLECTION

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

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

§358.600 SERIOUS INCIDENTS

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

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

§358.620 MEDICAL DOCUMENTS FOR SERIOUS INCIDENTS

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

§348.224 STUDENT CODE OF CONDUCT

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

POLICY

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

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

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

A. ADOPTION PROCEDURE

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

B. NOTICE TO STAFF, STUDENT, PARENT/GUARDIAN³⁰²

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

C. DISCIPLINE AND SANCTIONS

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

D. DISCIPLINE MANAGEMENT TECHNIQUES

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

1. STUDENT WITH DISABILITIES

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

2. MANAGEMENT TECHNIQUES

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

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

3. EXPECTATION OF JJAEP STUDENTS

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

4. BEHAVIOR COORDINATOR ROLE

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

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

E. PROHIBITED SANCTIONS

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

F. DRESS CODE PROCEDURES

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

1. UNIFORM APPEARANCE

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

2. FACIAL APPEARANCE:

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

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

3. TATTOOS:

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

4. HAIRCUTS:

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

5. JEWELRY:

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

6. SHIRTS:

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

7. PANTS/BELTS:

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

8. SHOES:

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

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

9. WINTER CLOTHING:

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

10. ADDITIONAL ITEMS:

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

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

POLICY

GRIEVANCE PROCEDURES

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

COMPLAINTS

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

GRIEVANCE FORM FOR PARENTS

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

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

POLICY

SEXUAL ABUSE PROCEDURES

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

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

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

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

JJAEP personnel will report any type of abuse immediately to school administrators, JJAEP Administrator, law enforcement, Texas Department of Protective and Regulatory Services, and the Texas Juvenile Justice Department. Law enforcement will be notified within one (1) hour; TJJD will be notified within four (4) hours; and the TJJD Incident Report will be submitted within twenty-four (24) hours. The following persons must also be notified for any sexual abuse outcries.

- School Administrators.
- School Nurse.
- Law Enforcement – 911.
- Texas Department of Protective and Regulatory Services - 1-800-252-5400.
- Texas Juvenile Justice Department - 1-877-786-7263; Submit TJJD Incident Report.
- JJAEP Administrator – Ram.Hernandez@epcountytexas.gov
- The student must be examined by a nurse and/or physician.

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

§348.300 TJJD PERFORMANCE REPORTS

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

POLICY

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

PROCEDURE

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

§348.400 FUNDING FOR JJAEPs

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

POLICY

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

JJAEP MISSION STATEMENT

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

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

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

				Education and Certification						Personal Records						Policies and Procedures					
				Bachelor's Degree	Proof of licensing or certification verification	College or University Accreditation	College, High School Diploma, Certificate or Home School Transcript	Teacher Certification	Special Ed Certification	Job Description	Criminal History Records Check – NGIC/TGIC	LOCAL SEX OFFENDER CHECK	FAST-FINGER PRINTS	FIRST AID	CPR	CPI, IF APPLICABLE	Applicable Certification Verification	Applicable Personnel Actions	Documentation of Employee Qualifications	Certified Letter from the Employing School District's HR, if applicable	New Orientation & JJAEP Policies and Procedures
HR Reviewer's Name:	Print Name and Title			Signature			Date:			THE ABOVE SIGNATURE CERTIFIES THAT THE LISTED JJAEP EMPLOYEES HAVE ALL THE ABOVE INFORMATION ON FILE AS REQUIRED BY THE TEXAS JUVENILE PROBATION COMMISSION.											
EMPLOYEE NAME	POSITION	JJAEP START DATE																			
1																					
2																					
3																					
4																					
5																					
6																					
7																					
8																					
9																					
10																					
11																					
12																					



INCIDENT REPORT FORM

Administrative Investigations Division

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

Fill out both sides of form and submit completed form and any additional documentation to:

Email: abuseneglect@tjjd.texas.gov

REPORTER'S INFORMATION				
Form Completed By Name/Title		Phone #	Fax #	Email Address
First Person of Knowledge Name/Title		Phone #	Email Address	
County Case ID #	County	Incident Date	Incident Time	

LOCATION OF ALLEGED INCIDENT				
Name of Department/Program/Facility				Type of Program/Facility (check one): <input type="checkbox"/> Pre-Adjudication (Detention) <input type="checkbox"/> Post-Adjudication (Secure) <input type="checkbox"/> Post-Adjudication (Non-Secure) <input type="checkbox"/> Probation <input type="checkbox"/> JJAEP <input type="checkbox"/> Day Reporting Program
Address	City	State	Zip	
Administrator's Name/Title	Phone	Fax		

LAW ENFORCEMENT NOTIFICATION				
Law Enforcement Agency Name			Person Notified	
Phone	Fax	Report Number	Date Notified	Time Notified

SERIOUS INCIDENTS -- Report to TJJJ within 24 Hours						
<input type="checkbox"/> Attempted Escape <input type="checkbox"/> Escape <input type="checkbox"/> Escape-Furlough <input type="checkbox"/> Youth Sexual Conduct <input type="checkbox"/> Youth-on-Youth Physical Assault		<input type="checkbox"/> Attempted Suicide: Referred for Mental Health Services? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Reportable Injury: Restraint related? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, what type? <input type="checkbox"/> Mechanical <input type="checkbox"/> Physical <input type="checkbox"/> Chemical				
YOUTH INVOLVED	Name		DOB	Age	Race	Height
	Weight	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Placing County	PID	Current Location of Youth: <input type="checkbox"/> Facility <input type="checkbox"/> Residence <input type="checkbox"/> Other	
	Name of Parent/Guardian		Phone	Date Notified	Time Notified	
	Parent/Guardian's Address			City	State	Zip

ABUSE, NEGLECT, EXPLOITATION, OR DEATH	
Report to TJJJ and Law Enforcement within 24 Hours : <input type="checkbox"/> Exploitation <input type="checkbox"/> Emotional Abuse <input type="checkbox"/> Verbal Abuse <input type="checkbox"/> Neglect: <input type="checkbox"/> Medical <input type="checkbox"/> Supervisory <input type="checkbox"/> Physical Abuse Restraint related? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, what type? <input type="checkbox"/> Mechanical <input type="checkbox"/> Physical <input type="checkbox"/> Chemical	Report to Law Enforcement within 1 Hour and TJJJ within 4 Hours <input type="checkbox"/> Death: <input type="checkbox"/> Suicide <input type="checkbox"/> Non-Suicide <input type="checkbox"/> Sexual Abuse: <input type="checkbox"/> Contact <input type="checkbox"/> Non-Contact <input type="checkbox"/> Serious Physical Abuse (injury that requires medical treatment): Restraint related? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, what type? <input type="checkbox"/> Mechanical <input type="checkbox"/> Physical <input type="checkbox"/> Chemical



Internal Investigation Report Form

Administrative Investigations Division

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

In accordance with Texas Administrative Code Section 358.800, an Internal Investigation Report (IIR) shall be completed at the conclusion of all internal investigations resulting from alleged abuse, neglect, exploitation or death of a juvenile.

GENERAL INFORMATION

TJJD Case Number:	County Case ID#:	County:	Department / Program / Facility:
Date of Alleged Incident:	Alleged Victim(s):	Alleged Perpetrator(s): #1: #2: #3: #4:	
Alleged Perpetrator's Current Mailing Address <i>(including address, city, state and zip code):</i>		First Person of Knowledge:	
Perpetrator #1:		Date Allegation Reported to First Person of Knowledge:	
Perpetrator #2:		Date Allegation Reported to TJJD:	
Perpetrator #3:			
Perpetrator #4:			

LAW ENFORCEMENT INFORMATION

Name of Law Enforcement Agency:	Date Reported to Law Enforcement:	Law Enforcement Report Number:
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DEPARTMENT / PROGRAM / FACILITY EMPLOYMENT SEPARATION

In accordance with Texas Administrative Code Section 358.720, if during the internal investigation the Subject of Investigation resigns or is terminated from employment, the TJJD shall be notified no later than the second business day after the resignation or termination:

Perpetrator #:	Type:	Date of Resignation / Termination:	Date TJJD Notified:	Name of Individual Who Notified TJJD:
Perpetrator #1:	<input type="checkbox"/> Resignation <input type="checkbox"/> Termination			
Perpetrator #2:	<input type="checkbox"/> Resignation <input type="checkbox"/> Termination			
Perpetrator #3:	<input type="checkbox"/> Resignation <input type="checkbox"/> Termination			
Perpetrator #4:	<input type="checkbox"/> Resignation <input type="checkbox"/> Termination			

WITNESSES

In accordance with Texas Administrative Code Section 358.740, diligent efforts shall be made to obtain written or electronically recorded oral statements from all persons with direct knowledge of the alleged incident. If more space is needed for additional witnesses, please include in the "Additional Information" section on Page 2.

Please provide a list of all persons who provided a written and/or oral statement.

Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
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Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written

INTERNAL INVESTIGATION REPORT

In accordance with Texas Administrative Code Section 358.820, the Internal Investigation Report (IIR) shall include the following.

Date Internal Investigation Initiated:	Date Internal Investigation Completed:	Date Alleged Victim's Parent/Guardian was Notified of Allegation:
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Summary of Original Allegation:

Relevant Policy and Procedure Related to the Alleged Incident: (Please also note any changes to policies and procedures that occurred as a result of this incident.)

Summary of Steps Taken During the Internal Investigation:

Written Summary of All Oral Interviews Conducted:

List of All Evidence Collected During the Internal Investigation (i.e. audio and/or video recordings, polygraph examinations, etc.):

Relevant Findings of the Investigation that Support the Disposition (i.e., an analysis of the evidence):

Additional Information:

Assigned Disposition:
 Founded Unfounded Inconclusive

Perpetrator #1 Administrative Disciplinary Action / Corrective Measures Taken to Date:
 Termination Suspension Retrained Returned to Duty None

Perpetrator #2 Administrative Disciplinary Action / Corrective Measures Taken to Date:
 Termination Suspension Retrained Returned to Duty None

Perpetrator #3 Administrative Disciplinary Action / Corrective Measures Taken to Date:
 Termination Suspension Retrained Returned to Duty None

Perpetrator #4 Administrative Disciplinary Action / Corrective Measures Taken to Date:
 Termination Suspension Retrained Returned to Duty None

Names of All Persons Who Assisted in Conducting the Internal Investigation:

PARENT / GUARDIAN INFORMATION

Name of Parent or Guardian:

Current Mailing Address *(including address, city, state and zip code)*:

ADDITIONAL INFORMATION

Please include any additional information you think is pertinent to this investigation that has not already been detailed. This includes any additional witnesses that you were unable to list on Page 1:

COMPLETED BY

Printed Name of Person Who Completed the Internal Investigation Report:

Date Completed:

Signature:

In accordance with Texas Administrative Code Section 358.840, please submit the Internal Investigation Report and copies of the following documents to the TJJJ within five calendar days following its completion.

- Written statements;
- Relevant medical documentation, if the release is authorized by law;
- Training records, if applicable; and
- Any other documentation used to reach the disposition of the internal investigation

** Please note that although some of the contents of this form are required by administrative rule, the form has been provided for your convenience and its use is not mandatory.*

STAFF-ON-YOUTH ALLEGATIONS ONLY

ALLEGED VICTIM: YOUTH	Name		DOB	Age	Race	Height	
	Weight	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Placing County	PID	Current Location of Youth: <input type="checkbox"/> Facility <input type="checkbox"/> Residence <input type="checkbox"/> Other		
	Name of Parent/Guardian		Phone	Date Notified	Time Notified		
	Parent/Guardian's Address			City	State	Zip	

ALLEGED PERPETRATOR: STAFF	Name / Title	DOB	Gender	Re-Assigned	Resigned	Suspended	Terminated
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

YOUTH-ON-STAFF ASSAULTS ONLY TJJD will not investigate these incidents; however, it is important that we collect this data. Please report all assaults on staff to local law enforcement and TJJD.

ALLEGED VICTIM: STAFF	Name / Title	DOB	Race	Gender <input type="checkbox"/> M <input type="checkbox"/> F
	Was the staff injured? <input type="checkbox"/> Y <input type="checkbox"/> N			
	If Yes: Was medical treatment needed? <input type="checkbox"/> Y <input type="checkbox"/> N Briefly describe any injuries:			

SUSPECT: YOUTH	Name		DOB	Age	Race	
	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Placing County	PID			
	Name of Parent/Guardian		Phone	Date Notified	Time Notified	
	Parent/Guardian's Address			City	State	Zip

DESCRIPTION OF INCIDENT

- **THIS SECTION MUST BE COMPLETED. Supplementary attachments may not replace the narrative.**
- The details of the incident should include who, what, when, where, why, and how, including a description of any injuries and the type of medical treatment provided. Use additional pages if necessary.
- **NOTE:** If the first person of knowledge is not the person who is submitting this form, the first person of knowledge must attach a signed, dated statement.

APPROVAL

I do hereby attest that the information I provided is true and correct to the best of my knowledge.

Printed First and Last Name	Signature X	Date
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Ysleta Independent School District

2025-2026 DISTRICT CALENDAR

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

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

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

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

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

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

July
1-4
7-17
14-17
18
21-25
28

District Holiday
Student Registration
New Teacher Induction
Teacher Prep Day
Professional Development
First Instructional Day/ First Day of the First Semester

August
25
26

Parent Conference / Full Day Instruction (High School)
Parent Conference / Full Day Instruction (Middle School)

September
1
17
26
29-30

Labor Day/District Holiday
Parent Conference / Full Day Instruction (Elementary School)
End of 1st Nine Weeks
Fall Intersession

October
1-3
6-10
13
31

Fall Intersession
Fall Break
Professional Development / No Students
Early Release Campus PD / Students Half-Day (4 Hours)

November
11
24-28

Veteran's Day/ District Holiday
Thanksgiving Break

December
2
3
4
19

English I EOC
Biology and US History EOC
English II EOC and Algebra I EOC
Early Release/ Students Half-Day (4 Hours)
End of First Semester/ End of 2nd Nine Weeks
Winter Break
Winter Break

January
1-2
5
6
7
19

Winter Break
Holiday Exchange Day
Professional Development
First Day of Second Semester/ Students Report Back to School
Martin Luther King Jr. Day/ District Holiday

February
16
17
18
27

Parent Conference/ Full Day Instruction (High School)
Parent Conference/ Full Day Instruction (Middle School)
Parent Conference/ Full Day Instruction (Elementary School)
End of 3rd Nine Weeks

March
2
2-6
9-13
16

Inclement Weather Make-Up Day
Spring Intersession
Spring Break
Professional Development / No Students

April
3
7-10
14-17
21-24

Good Friday/ District Holiday/ Inclement Weather Make-Up Day
STAAR Testing
STAAR Testing
STAAR Testing

May
25
29

Memorial Day/ District Holiday
Early Release/ Students Half-Day (4 Hours)
End of Second Semester/ Last Instructional Day

June
16-18
19
29-30

EOC Retest
Juneteenth/ District Holiday
District Summer Holiday

July
1-3

District Summer Holiday

Teacher Work Days 187

Instructional Days

Semester 1 87

Semester 2 89

Legend:

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

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

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

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

April						
S	M	T	W	Tr	F	Sa
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	Tr	F	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

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

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: _____

Subject/Title for Agenda Posting: Memorandum of Understanding between Goodwill Industries of El Paso, Inc and Canutillo ISD Special Education Department for Student Education and Training, pursuant to CH (Local)

Justification Statement: The purpose of this agreement is to create and maintain a High School-based Goodwill Retail Training Site and Transition Program at the Canutillo High School for students with disabilities

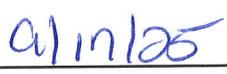
Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible: Melissa Mena, Jessica Arellano and Veronica Campbell

Signature of Requester(s)

Signature of Presenter(s)


Business Services Approval (Initials)


Date

Agenda Summary:

The purpose of this agreement is to create and maintain a high school-based Goodwill Retail Training Site and Transition Program at the Canutillo High School for students with disabilities. Canutillo Independent School District and Goodwill Industries of El Paso, Inc. will promote and assist students accepted into the program with the acquisition of jobs as they complete their student internships with Goodwill Industries of El Paso, Inc. In addition, this MOU is established to promote and sustain a positive and proactive partnership which honors mutual respect and accountability for all parties involved in a student's training program. Participants in the Goodwill Industries program include students in the age range of 16-21 who have disabilities and are enrolled in the Special Education Transition to supported work program, training and have post-secondary goals. Funding is provided by the Employee Development Services through grant funds distributed to Goodwill Industries of El Paso, Inc. In order for the district to benefit from the program at no cost it was necessary to secure the District's commitment to program participation signature immediately in order to secure the necessary funding for the District program and prior to the scheduled Board Meeting. This commitment was provided in the manner in accordance to CH (Local) and as appropriate by delegated authority regarding an action authorized or required by Education Code Chapter 44, Subchapter B, to be taken by a district to a designated person, representative, or committee. +

RECOMMENDATION: Our recommendation is that the Board of Trustees approve the Memorandum of Understanding between Canutillo ISD and Goodwill Industries of El Paso, Inc as presented

PRIOR BOARD ACTION: None AWARDED: AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

Memorandum of Understanding

REQUESTING DEPARTMENT:

Special Education Department

CONSEQUENCES OF NON-APPROVAL:

Students will not be able to participate in this training program funded by Goodwill Industries of El Paso, Inc.

IMPLEMENTATION TIMELINE:

As soon as formally approved by the Board of Trustees

ATTACHMENT(S): MOU



Canutillo Independent School District
AND
GOODWILL INDUSTRIES OF EL PASO

MEMORANDUM OF UNDERSTANDING (MOU)
2025-2026 School Year

This is an agreement between Canutillo Independent School District Special Education Department and GOODWILL Industries of El Paso, Inc., a nonprofit agency and employer. A collaboration/partnership with GOODWILL Industries will help to provide students with disabilities with an education and training that emphasizes effective transition services to promote successful post-school employment and education. Training will be designed to meet the unique needs of students with disabilities to prepare them for further education, employment, and independent living as well as continued focus on life skills, self-knowledge, and work ethic.

PURPOSE

The purpose of this agreement is to create and maintain a high school-based Goodwill Retail Training Site and Transition Program at the Canutillo High School for students with disabilities. Canutillo Independent School District and Goodwill Industries of El Paso, Inc. will promote and assist students accepted into the program with the acquisition of jobs as they complete their student internships with Goodwill Industries of El Paso, Inc. In addition, this MOU is established to promote and sustain a positive and proactive partnership which honors mutual respect and accountability for all parties involved in a student's training program.

PARTICIPANTS

Participants in the Goodwill Industries program include students in the age range of 16-21 who have disabilities and are enrolled in the Special Education Transition to supported work program, training and have post-secondary goals.

RESPONSIBILITIES OF GOODWILL

- Goodwill will take the lead role in retail training of students Canutillo Independent School District at the Goodwill job site.
- Director of Mission Services/Goodwill Industries Instructors will determine if a student meets the entry criteria after attending the New Student Observation.
- Goodwill will provide job site project supervisor (instructor) and provide Canutillo ISD with attendance records and progress reports related to student training at the Canutillo High School job site.
- Goodwill will provide contents of store to include necessary fixtures in line with their other retail locations, goods for sale, cash register, and signage.
- Goodwill will provide access to hiring opportunities if a student trainee is appropriate for an internal job opening.

- Goodwill will provide the program with ongoing feedback to evaluate program progress and continuously work toward improvement.
- Goodwill will require all staff participating in this program who have direct contact with Canutillo ISD students to have completed an appropriate independent criminal background check.
- Goodwill will, upon request of the District, provide proof of workers' compensation and general liability insurance (with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate) for all work performed by Goodwill under this agreement.

RESPONSIBILITIES OF THE DISTRICT

District will provide site for the setup of a high school-based Goodwill retail store. (White boards/chalk boards, chairs, locked cabinet for business and student files, basic classroom supplies, internet connectivity, and telephone) and install accessibility ramp.

- District will provide the Goodwill employees and customers designated parking spaces, in addition to parking permits and I.D.'s, if necessary.
- District will act as the liaison between Canutillo ISD, Goodwill, and student trainees assigned to Canutillo High School job site, and their families.
- District will provide onsite access to a special education transition instructor and job coach to ensure the success of the CISD/Goodwill Partnership Program, in addition to helping monitor student progress and coordinating the day-to-day operations of the school-based Goodwill retail store.
- District will participate in meetings with Goodwill Industries of El Paso, Inc. to discuss, evaluate and improve student and program outcomes.
- District will develop program entry criteria and guidelines and identify, recruit, and select student program participants.
- The district will promote Districts/Goodwill Partnership and program within the district and community.
- If an investigation is to be conducted on premises of the Employee Development Service Program, Director and President/ CEO of Goodwill Industries of El Paso need to be involved in the entirety of the investigation.
- The District will only have donation bins provided by Goodwill Industries of El Paso, Inc. on all school properties that will be utilized for EDS training.
- This MOU will be reviewed and/or renewed annually with the participation of both parties.
- Goodwill employees shall not, at any time, be considered employees of the District. The District shall have no obligation to provide insurance or benefits of any kind to Goodwill employees.

GENERAL TERMS AND CONDITIONS

- Either party may terminate this MOU upon 90-days of written notice to the other party, with or without cause.
- If the school district decides to relocate the Employee Development Service (EDS) program, it is the district's responsibility to notify the Director of Mission Services at least 90 days advanced notice of the required move-out date. Additionally, the district

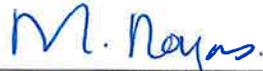
is responsible for assisting with the relocation of all program materials and equipment to the new site. Coordination with the Director of Mission Services is required to determine the moving schedule and the destination of all items.

- The term of this MOU shall commence upon execution by the parties and shall remain in effect for the 2025-2026 school year and shall automatically be extended on a year-to-year-basis.
- No guarantees of acceptance or continuation in the program are given, intended, or implied. Such agreements must be documented.
- Days and hours will be agreed upon by Goodwill Industries and the Transition Coordinator and will not exceed the normal academic schedule.
- All students participating in the Training Program will be considered in a classroom vocational/transition program and therefore will not be employees. No Remuneration is requested. Parents and students have signed a document stating they are aware of the training nature of this activity.
- The students participating in the program will not be considered employees or agents of Goodwill or Canutillo Independent School District for any purpose. The sole purpose of this program is to provide educational opportunities as part of the District's curriculum and instruction for students participating in the program.
- Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties and neither Party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other, except as provided specifically to the contrary herein.
- It is specifically understood and agreed that nothing contained in this Agreement will be construed as an express or implied waiver by Canutillo ISD of its governmental immunity or of its state governmental immunity.
- To the extent Goodwill receives, generates, or maintains educational records related to the participating student, Goodwill agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the District, and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, Canutillo ISD hereby designates Goodwill employees assigned under this Agreement as a District official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to Canutillo ISD's records is required by Goodwill to carry out the program.

We have read the MOU and are in full agreement with the above articles and statements. By signing below, each party certifies that it is authorized to obligate its organization to The conditions of this MOU.



Special Education Director Signature



Director of Mission Services Signature



GIEP President/ CEO Signature



Superintendent Signature



Date