Agenda of Regular Meeting

The Board of Trustees
Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held August 24, 2021, beginning at 5:30 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

1. **GENERAL FUNCTIONS-OTHER**
   - A. Call to Order
   - B. Pledge of Allegiance
   - C. Texas Pledge of Allegiance
   - D. Roll Call
   - E. CISD Vision and Mission Statements 5
   - F. Trustee Ethical Guidelines 6
2. **BOARD HONORS- OTHER**
   Presenter: L. Rodriguez
   - A. Recognize BCE Teacher of the Year, Ms. Sabina Lazos for being awarded 3rd place finalist Region 19 Elementary Teacher of the Year.
   - B. Recognize Family, Career, and Community Leaders of America (FCCLA) members at Canutillo High School for being awarded a silver medal for their STAR Event category at the 2021 Hybrid National Leadership Conference.
   - C. Presentation by Alan Herrera Regional FCCLA Officer.
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. Consider and approve a resolution providing for the defeasance and calling for redemption of certain currently outstanding debt obligations of the District; directing that authorized District officials effectuate the redemption of such obligations; and other matters in connection therewith. 13
5. **PUBLIC HEARING** **41**
   A public hearing will be held regarding the 2021-2022 Property Tax Rate.
   The public is invited to attend and provide public comment.
   Presenter: M. Piekarksi/C. Pulley

A. Consider approval of Resolution which officially levies the tax rate of $1.324 ($0.9824 + $0.36) for the 2022 school year. 52

6. **BOARD OF TRUSTEE BUSINESS**

A. Discussion and possible action to approve board resolution concerning emergency paid leave for Covid-19 positive employees in conformance with the scope and limitations provided therein. 53
Presenter: M. Carrasco

B. Discussion and possible action regarding the appointment of a Delegate Assembly representative and alternate. 54
Presenter: S. Coronado

C. Discussion and possible action regarding the nomination of a Trustee to apply for the NSBA Advocacy Stipend Nomination. 55
Presenter: S. Coronado

D. Discussion and possible action regarding Appointment/Reappointment of El Paso Central Appraisal District Board of Directors. 57
Presenter: S. Coronado

E. Updates from the International Boundary Water Commission.
Presenter: B. Trout

F. Updates from the 2021 Delagate Assembly (Advocacy Agenda).
Presenter: B. Trout

G. Updates from the TASB Legislative Advisory Council.
Presenter: B. Trout

7. **CONSENT AGENDA-VOTING**

A. *BUSINESS SERVICES*

1. Approval of the Meeting Minutes
   a. Approval of the June 10, 2021 Special Board Meeting Minutes. 103
   b. Approval of the June 22, 2021 Regular Board Meeting Minutes. 107
   c. Approval of the July 15, 2021 Special Board Meeting Minutes. 112
2. Approval of the Monthly Warrant List. 115
   Presenter: C. Pulley
3. Approval of the Monthly Donations. 116
   Presenter: C. Pulley
4. Approval of the Budget Amendments. 118
   Presenter: C. Pulley
5. Approval of the Quarterly Investment Report and Year End Comprehensive Investment Report for June 30, 2021. 121
   Presenter: C. Pulley
6. Approval to continue utilizing Cooperative and Interlocal programs to support the day to day purchasing operations while remaining in compliance with state procurement requirements and District Policies. 131
   Presenter: E. Sida
7. Approval of an Interlocal Agreement between Canutillo Independent School District and Purchasing Cooperative of America. 133

Presenter: E. Sida
8. Approval of All Finishes LLC for the interior wall painting project at Canutillo High School, for the amount of $71,045.00, using local funds. 137
Presenter: B. Vasquez
9. Approval of the renewal of the lease agreement between CISD and El Paso Water Utilities - Public Service Board, for the Canutillo Middle School Wastewater Treatment Plant. 164
Presenter: B. Vasquez
10. Approval of subscription renewal with Frontline Education system providing TEAMS information systems maintenance and support. 181
Presenter: O. Rico
11. Approval of Joint Election Services Contract between Canutillo Independent School District and El Paso County, Texas for the November 2, 2021 Election. 183
Presenter: L. Rodriguez
12. Approval of Interlocal Agreement and Memorandum of Understanding for Law Enforcement Communication Services by and between the City of Anthony Texas Police Department and Canutillo ISD. 190
Presenter: J. Barraza
13. Approval of Interlocal Agreement with respect to the Political Subdivision Alliance of Texas (PSAT) for the provision of certain Insurance Coverages and reinsurance of such coverages (USI Supplemental). 196
Presenter: J. Barraza

B. *CURRICULUM & INSTRUCTION*
1. Approval of Second Memorandum of Understanding between Canutillo ISD and El Paso Community College, the University of Texas at El Paso, and the El Paso Area Independent School districts to participate in the El Paso College Readiness Initiative (TSIA Test Institute). 228
Presenter: D. Kerney
2. Approval of Interlocal Agreement between University of Texas at Austin and Canutillo Independent School District for OnRamps Program 2021-2022. 240
Presenter: J. Arellano
3. Approval of Memorandum of Understanding between Canutillo ISD and Region 19 Headstart Program. 266
Presenter: D. Kerney
4. Approval of Dual Credit Partnership Agreement Between Canutillo ISD and El Paso Community College. 275
Presenter: S. Parker
5. Approval of Memorandum of Agreement between Canutillo ISD and New Mexico State University Agricultural and Extension Education with Canutillo High School. 286

Presenter: T. Clapsaddle

6. Approval of Memorandum of Understanding and Agreement between Canutillo ISD and Aliviane, Inc. 290
   Presenter: M. Reyes
7. Approval of Memorandum of Agreement between Canutillo ISD and Americorps Parents as Teachers visitation Program for 2021-2023. 293
   Presenter: M. Reyes
8. Approval of an lnterlocal Agreement between Canutillo ISD and El Paso County Juvenile Justice Alternative Education Program (JJAEP) for the 2021-2022 school year. 440
   Presenter: M. Reyes
9. Approval of Canutillo Independent School District Student Support Services Student Re-Entry Plan 2021-2022. 559
   Presenter: N. Morales

8. **EXECUTIVE SESSION**
   To consult with attorney under 552.071 of the Texas Government Code:
   A. Interlocal Agreement for the Purpose of Participation and Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates.
9. **NEW BUSINESS (continued); OTHER**
   A. Discuss and Take Appropriate Action Related to Entering into an Interlocal Agreement for the Purpose of Participation and Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates.
10. **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.

CANUTILLO A Premier District

VISION

Canutillo ISD is a premier district preparing tomorrow's best today with innovative, future-focused learning opportunities for every student.

MISSION

Our mission is to create rigorous, student-centered classrooms which develop future-ready students to compete in a global economy and thrive in a multicultural world.

#BeCanutillo

Preparing Tomorrow's Best Today

TRUSTEE ETHICAL GUIDELINES

CANUTILLO INDEPENDENT SCHOOL DISTRICT

1. Student-Centered Focus

1.1 I will be continuously guided by what is best for all students of the District.

2. Equity in Attitude

2.1 I will be fair, just, and impartial in all my decisions and actions.

2.2 I will accord others the respect I wish for myself.

2.3 I will encourage expressions of different opinions and listen with an open mind to others' ideas.

3. Honor in Conduct

3.1 I will tell the truth.

3.2 I will share my views while working for consensus.

3.3 I will arrive at conclusions only after discussing all aspects of the issue at hand with my fellow Board members in meetings. I will respect the opinions of others and abide by the principle of majority-rule.

3.4 I will base my decisions on fact rather than supposition, opinion, or public favor.

4. Integrity of Character

4.1 I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.

4.2 I will consistently uphold all applicable laws, rules, policies, and governance procedures.

4.3 I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

5. Trustworthiness in Stewardship

5.1 I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.

5.2 I will strive to involve the community by ensuring that it is fully and accurately informed about our schools and will try to interpret community aspirations to the school staff.

5.3 I will work to ensure prudent and accountable use of District resources.

5.4 I will recognize that authority rests only with the whole Board assembled in meeting and will make no personal promise to take private action that may compromise my performance or my responsibilities.

5.5 I will refer all complaints through the proper 'chain of command' within the system and will act on such complaints at public meetings only when administrative solutions fail.

6. Commitment to Service

6.1 I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.

6.2 I will diligently prepare for and attend Board meetings;
I will notify, in advance, either the Board President or the Superintendent when I am unable to attend a Board meeting.

6.3 I will avoid personal involvement in activities the Board has delegated to the Superintendent.

6.4 I will seek continuing education that will enhance my ability to fulfill my duties effectively.

TRUSTEE ETHICAL GUIDELINES

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT PROVIDING FOR THE DEFEASANCE AND CALLING FOR REDEMPTION OF CERTAIN CURRENTLY OUTSTANDING DEBT OBLIGATIONS OF THE DISTRICT; DIRECTING THAT AUTHORIZED DISTRICT OFFICIALS EFFECTUATE THE REDEMPTION OF SUCH OBLIGATIONS; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Board of Trustees (the *Board*) of the Canutillo Independent School District (the *District*) previously adopted an order (the *Order*) authorizing the issuance of obligations designated as "Canutillo Independent School District Unlimited Tax Refunding Bonds, Series 2012", dated November 15, 2012 (the *Obligations*); and

WHEREAS, the Obligations are currently outstanding in the principal amount of $4,580,000 and mature on August 15, 2031; and

WHEREAS, the Obligations maturing on and after August 15, 2023 are subject to redemption on August 15, 2022 (the *Redemption Date*) or any date thereafter, at the option of the District; and

WHEREAS, the Order sets forth the notice requirements to effectuate the redemption of the Obligations; and

WHEREAS, the Board hereby finds that it is in the best interest of the District and the citizens of the District to redeem a portion of the Obligations as herein provided in order to terminate the payment of interest thereon and to reduce the District's aggregate debt service requirements in the years subsequent to the redemption date; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: A portion of the Obligations in a principal amount not less than $2,500,000 (but to include such additional amounts due to availability of funds, as hereinafter described) eligible to be redeemed on the Redemption Date, is hereby called for redemption and shall be redeemed on such Redemption Date. The Board hereby authorizes and directs the Chief Business Officer to determine the final principal amount of Obligations to be redeemed (the *Redeemed Obligations*) on the basis of the availability of funds for such purpose by the funding deadlines herein described, which final amount shall be evidenced in the Escrow Agreement (as hereinafter defined below); provided, however, that in no case shall the principal amount of Redeemed Obligations be less than $2,500,000. This election to redeem is irrevocable upon adoption of this Resolution by the Board. The Notice of Redemption for the Redeemed Obligations shall be prepared and delivered in the form required by the Order. As directed by an Authorized Official (as hereinafter defined) and following the adoption of this Resolution, the District shall promptly transfer its lawfully available funds to The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as the escrow agent for the Redeemed Obligations (the *Escrow Agent*), an amount sufficient (when combined with investment earnings on such initial deposit) to pay all costs of interest due and owing on the Redeemed Obligations from the time of such deposit through the

Redemption Date, plus the principal amount of the Redeemed Obligations due and owing at such time of redemption. Upon the making of such deposit, the Redeemed Obligations will be determined to have been defeased and, as a result, discharged and no longer considered outstanding as an obligation of the District in accordance with applicable Texas law.

SECTION 2: The Escrow and Trust Agreement, dated as of August __, 2021 (the *Escrow Agreement*), by and between the District and the Escrow Agent and relating to the Redeemed Obligations, attached hereto as Exhibit A and incorporated herein by reference as a part of this Resolution for all purposes, is hereby approved as to form and content. The Escrow Agreement, together with such changes or revisions as may be necessary to accomplish the defeasance of the Redeemed Obligations or benefit the District, is hereby authorized to be executed by the President, Vice President, or Secretary of the Board, the Superintendent of Schools, or the Chief Business Officer , (each of the foregoing, an *Authorized Official*) for and on behalf of the District and as the act and deed of this Board; and such Escrow Agreement as executed by such officials shall be deemed approved by the Board and constitute the Escrow Agreement herein approved.

SECTION 3: Each Authorized Official, the District's Financial Advisor, and Bond Counsel, in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the deposit of cash and/or the purchase of any securities referenced in the Escrow Agreement and the delivery thereof to the Escrow Agent upon delivery to the Escrow Agent of the funds described above for deposit to the credit of the escrow fund established pursuant to the Escrow Agreement (the *Escrow Fund*), including the execution of the subscription forms, if any, for the purchase and issuance of the "United States Treasury Securities State and Local Government Series" for deposit to the Escrow Fund; all as contemplated and provided by the provisions of Chapter 1207, as amended, Texas Government Code, the Order, this Resolution, and the Escrow Agreement.

SECTION 4: The Board hereby delegates to each of the Superintendent of Schools and the Chief Business Officer of the District the authority to select a verification agent (the *Verification Agent*) to verify the sufficiency of the deposit to the Escrow Fund to accomplish the defeasance of the Redeemed Obligations, to the extent such appointment is necessary or desired and in the event of the establishment of a net defeasance escrow fund; provided, however, that in the event of a gross defeasance of the Redeemed Obligations, the sufficiency of the deposit to the Escrow Fund to accomplish such defeasance may be certified to the District by the District's Financial Advisor or another qualified financial institution unless otherwise required by the Order..

SECTION 5: Each Authorized Official is authorized and instructed to give notice of the redemption described herein to the paying agent/registrar for the Redeemed Obligations as provided in the Order. Each Authorized Official is authorized to provide evidence of adoption of this Resolution and to do any and all things necessary or convenient to effect the redemption described herein and otherwise give effect to the intent and purpose hereof, including the selection of a verification agent and execution of the Escrow Agreement.

SECTION 6: The Board hereby approves payment from lawfully available District funds of professional fees and expenses of the District's Bond Counsel, the District's Financial Advisor, the Escrow Agent, the Verification Agent, the paying agent/registrar for the Redeemed

Obligations, and any other party whose services have been determined by the District to be necessary to accomplish the purpose and intent of this Resolution.

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 8: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the Board hereby delegates to the Superintendent of Schools and the Chief Business Officer the authority to independently select the counterparty to any agreement with the Escrow Agent, the Verification Agent or any other contract that is determined by the Superintendent of Schools, the Chief Business Officer, the District's Financial Advisor, or Bond Counsel to be necessary or incidental to carry out the provisions of this Resolution, as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the *Ancillary Bond Contracts*); and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 13: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED, this the _____th day of August, 2021.

CANUTILLO INDEPENDENT
SCHOOL DISTRICT

_____
President, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

(DISTRICT SEAL)

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EXHIBIT A

ESCROW AGREEMENT

See Attached

ESCROW AND TRUST AGREEMENT

THIS ESCROW AND TRUST AGREEMENT, dated as of August ___, 2021 (together with any amendments or supplements hereto, this *Agreement*), is entered into between the Canutillo Independent School District (the *District*), a duly organized and existing body corporate and political subdivision of the State of Texas, and The Bank of New York Mellon Trust Company, N.A., Dallas, Texas as escrow agent (together with any successor in such capacity, the *Escrow Agent*), a national banking association with trust powers duly organized and existing under the laws of the United States of America and qualified to transact business in the State of Texas.

W I T N E S S E T H:

WHEREAS, the District has heretofore issued and there currently remain outstanding the obligations, plus accrued interest thereon (the *Defeased Bonds*) set forth on Schedule I hereto; and

WHEREAS, the Defeased Bonds were issued pursuant to an order which provides that the Defeased Bonds are stated to mature in such years, are redeemable, if any, prior to stated maturities, bear interest at such rates, and have debt service at the times and in the amounts set forth on Exhibit A attached hereto and made a part hereof for all purposes; and

WHEREAS, when firm banking arrangements have been made for the payment of the principal, premium, if any, and interest to the stated maturity or redemption dates, if any, of the Defeased Bonds, the Defeased Bonds shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose; and

WHEREAS, Chapter 1207, as amended, Texas Government Code (the *Act*), authorizes the District to deposit any lawfully available funds or resources, directly with any place of payment (the paying agent) for the Defeased Bonds or a designated escrow agent for the Defeased Bonds that is not the depository bank for the District, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Defeased Bonds; and

WHEREAS, the Act further authorizes the District to enter into an escrow agreement with any paying agent, escrow agent, or trustee that is not the depository bank for the District for the Defeased Bonds with respect to the safekeeping, investment, reinvestment, administration, and disposition of any such deposit, upon such terms and conditions as the District and such paying agent, escrow agent, or trustee may agree, provided that such deposits may be invested only in Eligible Investments which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of the Defeased Bonds; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas currently serves as the paying agent for the Defeased Bonds (the *Paying Agent*); and

WHEREAS, the Escrow Agent is not a depository bank of the District; and

WHEREAS, the Escrow Agent is designated as the escrow agent for the Defeased Bonds and this Agreement constitutes an escrow agreement as authorized and permitted by the Act; and

WHEREAS, concurrently herewith the District has adopted a resolution (the *Resolution*) authorizing the transfer and deposit at the time or times specified therein of certain lawfully available funds identified in such Resolution in an amount sufficient to refund, discharge, and make final payment of the principal of and premium, if any, on the Defeased Bonds at their stated maturity or redemption dates and interest thereon to such dates; and

WHEREAS, the Defeased Bonds will be paid on the redemption date specified for payment on Exhibit A; and

WHEREAS, the District desires that certain lawfully available funds of the District shall be applied to purchase the Escrowed Securities for deposit to the credit of the Escrow Fund (hereinafter defined) created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in this Escrow Fund; and

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts so as to provide money which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay interest on the Defeased Bonds as it accrues and becomes payable and the principal of and premium, if any, on the Defeased Bonds to their stated maturity dates or redemption dates, if any; and

WHEREAS, a description of the Escrowed Securities and beginning cash balances, if any, is attached hereto as Exhibit B, which Exhibit B is hereby incorporated by reference and made a part of this Agreement for all purposes; and

WHEREAS, the District has completed all arrangements for the purchase of the Escrowed Securities and the deposit and credit of the same to the Escrow Fund as provided herein; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the District desires to establish an irrevocable Escrow Fund at the corporate trust office of the Escrow Agent; and

WHEREAS, the Escrow Agent is a national banking association with trust powers duly organized and existing under the laws of the United States of America and qualified to transact business in the State of Texas, and is fully qualified and empowered to enter into this Agreement; and

WHEREAS, the Board of Trustees of the Canutillo Independent School District has duly approved and authorized the execution of this Agreement; and

WHEREAS, the District, the Escrow Agent, and the Paying Agent, as the case may be, shall take all action necessary to call, pay, redeem, if any, and retire the Defeased Bonds in accordance with the provisions thereof, including, without limitation, all actions required by the order authorizing the issuance of the Defeased Bonds, the Act, the Resolution, and this Agreement; and

WHEREAS, the Escrow Agent is a party to this Agreement to acknowledge its acceptance of the terms and provisions hereof;

NOW, THEREFORE, in consideration of the mutual undertakings, promises, and agreements herein contained, the sufficiency of which hereby is acknowledged, and to secure the full and timely payment of the principal of, premium, if any, and the interest on the Defeased Bonds, the District and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

Section 1.01 Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

Defeased Bonds means the District's obligations more fully described in Schedule I to this Agreement.

District means the Canutillo Independent School District.

Eligible Investments means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America, or (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

Escrow Agent means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or its successors as Escrow Agent under this Agreement.

Escrow Fund means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

Escrowed Securities means the Eligible Investments for the Defeased Bonds described in Exhibit B attached to this Agreement or any substituted securities permitted by the provisions of Section 4.03 hereof. Investments in mutual funds and/or unit investment trusts are prohibited.

Paying Agent means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or its successors or assigns, as the paying agent/registrar for the Defeased Bonds.

Section 1.02 Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all

of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Bonds in accordance with applicable law.

ARTICLE II
DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.01 Deposits in the Escrow Fund. The District has, as of _____ __, 2022, deposited, or caused to be deposited, in the Escrow Fund the money and Escrowed Securities described in Exhibit B attached to this Agreement.

Section 2.02 Receipt. The Escrow Agent acknowledges receipt of a copy of the order authorizing the issuance of the Defeased Bonds, the Notice of Redemption, the Notice of Defeasance, the Verification Report prepared by _____ and relating to the Bonds, if any, and the Resolution. Reference herein to, or citation herein of, any provision of such instruments shall be deemed to be an incorporation of such provision as a part hereof.

ARTICLE III
CREATION AND OPERATION OF ESCROW FUND

Section 3.01 Escrow Fund. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the "Canutillo Independent School District Defeasance Unlimited Tax Refunding Bonds, Series 2012 Escrow Fund (2022)" (the *Escrow Fund*) for the benefit of the holders of the Defeased Bonds. The Escrowed Securities and cash, if any, deposited in the Escrow Fund shall be utilized to defease the Defeased Bonds as specified in Exhibit B. The Escrow Agent hereby acknowledges that there has been deposited to the credit of the Escrow Fund the beginning cash balance, if any, and the Escrowed Securities described in Exhibit B. The Escrowed Securities and all proceeds therefrom shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions of this Agreement. All of the Escrowed Securities in the Escrow Fund, all proceeds therefrom, and all cash balances and reinvestment of such cash balances in accordance with Sections 4.02 and 4.03 from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of, premium, if any, and interest on the Defeased Bonds which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02. When the final transfers have been made for the payment of such principal of, premium, if any, and interest on the Defeased Bonds, any balance then remaining in the Escrow Fund shall be transferred to the District, and the Escrow Agent shall thereupon be discharged from any further duties pertaining to the Escrow Fund.

Section 3.02 Payment of Principal, Premium, if any, and Interest. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal and premium, if any, of the Defeased Bonds at their redemption date, and interest thereon to such dates in the amounts and at the times shown in Exhibit A attached hereto.

Section 3.03 Sufficiency of Escrow Fund. The District represents that the successive receipts of the principal of and interest on the Escrowed Securities, together with the beginning cash balance, if any, in the Escrow Fund will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Defeased Bonds as such interest comes due, the principal and redemption premium (as applicable), if any, of the Defeased Bonds as the principal and redemption premium, if any, come due on the Defeased Bonds, all as more fully set forth in Exhibit A, as appropriate, attached hereto. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in any Escrow Fund shall be insufficient to transfer the amounts required by the paying agents to make the payments set forth in Section 3.02, the District shall timely deposit in the Escrow Fund, from lawfully available funds, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly by the Escrow Agent to the District.

Section 3.04 Trust Funds. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities, and all other assets of the Escrow Fund wholly segregated on its books from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the holders of the Defeased Bonds; and the books and records of the Escrow Agent shall reflect the foregoing. The holders of the Defeased Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund to which they were entitled as holders of the Defeased Bonds. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the District and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts, or checks drawn by the District or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.05 Non-Presentment. If any Defeased Bonds shall not be presented for payment when the principal thereof, premium, if any, or interest thereon shall have become due, and if cash shall at such times be held by the Paying Agent in trust for that purpose sufficient and available to pay the principal and premium, if any, of such Defeased Bonds and interest thereon, it shall be the duty of the Paying Agent to hold such cash without liability to the holder of such Defeased Bonds for interest thereon after such stated maturity or redemption date, if any, in trust for the benefit of the holder of such Refunded Obligation, who shall thereafter be restricted exclusively to such cash for any claim of whatever nature on his part on or with respect to such Refunded Obligation, including for any claim for the payment thereof and interest thereon. All cash required by the provisions hereof to be set aside or held in trust for the payment of the Defeased Bonds, including interest thereon, shall be applied to and used solely for the payment of the Defeased Bonds and interest thereon with respect to which such cash has been so set aside in trust.

Subject to the provisions of the last sentence of Section 3.01, cash held by the Paying Agent in trust for the payment and discharge of any of the Defeased Bonds and interest thereon

which remains unclaimed for a period of three (3) years after the stated maturity date of such Defeased Bonds shall be returned to the District. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

Section 3.06 Destruction. Any Defeased Bonds canceled on account of payment by the Paying Agent shall be cremated or otherwise destroyed or handled by the Paying Agent in accordance with the order authorizing the issuance of the Defeased Bonds.

Section 3.07 Irrevocable Escrow. The escrow created by this Agreement shall be irrevocable, and the holders of the Defeased Bonds shall have an express lien on all money and Escrowed Securities in the Escrow Fund until paid out, used, and applied in accordance with this Agreement.

ARTICLE IV
LIMITATION ON INVESTMENTS

Section 4.01 Duty to Invest. Except for the initial investment of the lawfully available funds of the District in the Escrowed Securities, and except as provided in Sections 4.02, 4.03, and 4.04 and as set forth herein, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, make substitutions of the Escrowed Securities, or sell, transfer, or otherwise dispose of the Escrowed Securities.

Section 4.02 Reinvestment of Certain Cash Balances in Escrow Funds by Escrow Agent. Except as provided in Section 4.03 hereof, the Escrow Agent shall have no authority to substitute Escrowed Securities for the Escrowed Securities identified in Exhibit B hereto, provided that if there exists cash in the Escrow Fund on the dates identified in Exhibit C, if any, then the District shall direct the Escrow Agent in writing to make timely subscriptions for and apply such amounts to the purchase of United States Treasury Securities--State and Local Government Securities having a zero percent (0%) interest rate (*Zero Interest SLGS*), on the dates, in the amounts, and scheduled to mature as provided on Exhibit C, if any, by executing and filing subscription forms prepared therefor in such form as may be then required by the United States Department of the Treasury; provided that the then existing rules and regulations and policy of the United States Department of the Treasury permit and authorize such investments. Should the policies, rules, and regulations of the United States Department of the Treasury not permit or authorize the purchase of Zero Interest SLGS at such time or times, the District shall not direct such investments and such cash balance or balances shall remain uninvested and held in trust for the benefit of the holders of the Defeased Bonds and used for the payment of the Defeased Bonds on the dates and in the amount such money would have been expended had such Zero Interest SLGS been acquired and matured.

Section 4.03 Substitutions and Reinvestments. At the written direction of the District, the Escrow Agent shall accept initially and temporarily cash and/or substituted securities pending the delivery of the Escrowed Securities identified in Exhibit B (with respect to such account) or shall sell, exchange, or redeem the Escrowed Securities and reinvest the proceeds thereof, together with other money held in the Escrow Fund, provided that the Escrow Agent receives the following:

(1) an opinion by an independent certified public accountant to the effect that (i) the initial and/or temporary substitution of cash and/or securities (which shall be Escrowed Securities) for one or more of the Escrowed Securities identified in Exhibit B pending the receipt and delivery thereof to the Escrow Agent or (ii) the sale, exchange, or redemption of one or more of the Escrowed Securities and the reinvestment of such funds in one or more substituted securities (which shall be Escrowed Securities and permitted by the laws of the State of Texas and the order authorizing the Defeased Bonds to be held in the Escrow Fund), together with the interest thereon and other available investments and money then held in the Escrow Fund, will, in either case, be sufficient, without reinvestment, to pay, as the same become due in accordance with Exhibit A, the principal of, premium, if any, and interest on, the Defeased Bonds which have not previously been paid, and

(2) with respect to an early sale, exchange, or redemption of Escrowed Securities and the reinvestment of the proceeds thereof, an opinion of nationally recognized municipal bond counsel to the effect that (a) such investment will not cause interest on the Defeased Bonds to be included in the gross income of the owners thereof for federal income tax purposes, under the Internal Revenue Code of 1986, as amended, and applicable related regulations, and (b) such reinvestment complies with the laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Bonds.

Section 4.04 Excess Balances. Except with respect to final transfers of amounts held in the Escrow Fund (which shall be controlled by Section 3.01), the Escrow Agent shall transfer excess amounts held in the Escrow Fund to or on the order of the District provided that the District delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that, after the transfer of the excess amounts, the principal amount of securities in the Escrow Fund, together with the interest thereon and other available money then held in the Escrow Fund, will be sufficient, without reinvestment, to pay, as the same become due, in accordance with Exhibit A, the principal of, premium, if any, and interest on the Defeased Bonds which have not previously been paid, and

(2) an unqualified opinion of nationally recognized bond counsel to the effect that (a) such transfer will not make the interest on the Defeased Bonds relating to such Escrow Fund subject to federal income taxation, and (b) such transfer complies with the laws of the State of Texas and with all relevant documents relating to the issuance of such Defeased Bonds.

Section 4.05 Allocation of Certain Escrow Securities. The maturing principal of and interest on the Escrowed Securities in the Escrow Fund may be applied to the payment of any Defeased Bonds relating to the Escrow Fund, and no allocation or segregation of the receipts of principal or interest from such Escrowed Securities is required.

Section 4.06 Security for Funds. The Escrow Agent shall continuously collateralize the money in the Escrow Fund not invested in Escrowed Securities with securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for public funds to the extent such money is not insured by the Federal Deposit Insurance Corporation. Not more than five percent (5%) of the proceeds of the Bonds shall be invested, directly or indirectly, in deposits insured by the Federal Deposit Insurance Corporation or other federally insured deposits or accounts.

ARTICLE V
APPLICATION OF CASH BALANCES

Section 5.01 In General. Except as provided in Sections 3.01, 3.02, 4.02, 4.03, and 4.04, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

ARTICLE VI
RECORDS AND REPORTS

Section 6.01 Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations, and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the District and the holders of the Defeased Bonds.

Section 6.02 Reports. As soon as practicable following each August 31, beginning August 31, 2022, while any amount is held in the Escrow Fund, the Escrow Agent shall prepare and send to the District a written report summarizing all transactions occurring since the preceding September 1 (or since the date of establishment of the Escrow Fund with respect to the initial report) relating to the Escrow Fund, including without limitation credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Defeased Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of each such annual period.

ARTICLE VII
CONCERNING THE PAYING AGENT AND ESCROW AGENT

Section 7.01 Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and to undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder.

Section 7.02 Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of, premium, if any, and interest on the Defeased Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund.

The recitals herein and in the proceedings authorizing the Bonds shall be taken as the statements of the District and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the order authorizing the Defeased Bonds, other than in its role as Paying Agent and is not responsible for nor bound by any of the other provisions thereof. In its capacity as Escrow Agent, the Escrow Agent undertakes to perform such duties and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

The Escrow Agent makes no representations as to the value, conditions, or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the District, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder, except for its own action constituting, neglect, or willful misconduct or for any loss resulting from its negligence or bad faith.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action constituting, neglect, or willful misconduct, nor for any loss unless the same shall have been through its negligence or bad faith.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, and to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the District or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the District at any time.

The Escrow Agent may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care.

Section 7.03 Compensation.

(a) The District has agreed to pay the Escrow Agent the sum of $_____ for the administration of this Agreement. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder and the Escrow Agent agrees to perform such request, the District hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, including counsel fees, and the Escrow Agent hereby agrees to look only to the District for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) The Paying Agent is a place of payment (paying agent) for the Defeased Bonds listed on Schedule I. The District shall pay to the Paying Agent the amounts due and owing for all future paying agency services of the Paying Agent with respect to such Defeased Bonds as provided in the paying agent/registrar agreement relating thereto. The District warrants that it has received from the Paying Agent approval of the arrangements herein made and written acknowledgment that the sum paid to the Paying Agent has been accepted in payment of all future paying agency services of the Paying Agent in connection with the Defeased Bonds listed on Schedule I to the extent such sums constitute standard fees of the Paying Agent on the Defeased Bonds.

Section 7.04 Successor Escrow Agents. The Escrow Agent may resign with thirty (30) days advance notice to the District if at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the District, by appropriate resolution or order, shall promptly appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the District within 60 days of such vacancy or resignation, a successor may be appointed by the holders of a majority in principal amount of the Defeased Bonds then outstanding for purposes of this Agreement by an instrument or instruments in writing filed with the District, signed by such holders or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section within three months after a vacancy shall have occurred, the resigning Escrow Agent or holder of any Defeased Bonds may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a bank, trust company or other financial institution that is duly qualified under applicable law (the Act, or other appropriate statute) to serve as escrow agent hereunder and authorized and empowered to perform the duties and obligations contemplated by this Agreement and organized and doing business under the laws of the United States or one of the states, authorized under such laws to exercise corporate trust powers, having its principal office and place of business in the State of Texas or in the City of New York, New York having a combined capital and surplus of at least $50,000,000 and subject to the supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge, and deliver to the District and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers, and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers, and duties.

Section 7.05 Notice of Redemption and/or Notice of Defeasance. The Paying Agent shall publish or mail the Notice of Redemption for the Defeased Bonds listed on Schedule I attached hereto and as required by the order authorizing such Defeased Bonds. The Escrow Agent also hereby acknowledges receipt of the Notice of Redemption which shall be published and/or mailed to the holders of the Defeased Bonds in the time, form, and manner as provided in the order authorizing the issuance of such Defeased Bonds. The District has advised the Escrow Agent that the Defeased Bonds will be escrowed to the redemption date specified in Schedule I hereto. The Paying Agent hereby acknowledges the receipt of the Notice of Redemption and its ongoing duties and responsibilities with respect to the Defeased Bonds and that the Notice of Redemption will be provided to the holders of the Defeased Bonds in the form and manner that is customary in the securities industry.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

The Bank of New York Mellon Trust Company, N.A.
2001 Bryan Street, 11th Floor
Dallas, Texas 75201
Attention: _____

To the District:

Canutillo Independent School District
7965 Artcraft Road
El Paso, Texas 79932
Attention: Chief Business Officer

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof.

Section 8.02 Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the District, the holders of the Defeased Bonds, or to any other person or persons in connection with this Agreement.

Section 8.03 Binding Agreement. This Agreement shall be binding upon the District, the Escrow Agent, and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Defeased Bonds, the District, the Escrow Agent, and their respective successors and legal representatives.

Section 8.04 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Notice of any severance shall be immediately provided to Moody's Investors Service, Inc. at the address provided in Section 8.01 hereof.

Section 8.05 Governing Law. This Agreement shall be deemed to be an agreement made under the laws of the State of Texas and for all purposes shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

Section 8.06 Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07 Amendments and Modifications. This Agreement shall be binding upon the District and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Defeased Bonds, the District, the Escrow Agent, and their respective successors and legal representatives. Furthermore, no alteration, amendment, or modification of any provision of this Agreement shall be effective unless (i) prior written consent of such alteration, amendment, or modification shall have been obtained from the holders of all Defeased Bonds outstanding at the time of such alteration, amendment, or modification and (ii) such alteration, amendment, or modification is in writing and signed by the parties hereto; provided, however, the District and the Escrow Agent may, without the consent of the holders of the Defeased Bonds (upon obtaining the written confirmation of all rating agencies then rating the Defeased Bonds that the proposed amendment will not result in the ratings on the Defeased Bonds being lowered or withdrawn as a result of the amendment, unless the proposed

amendment is limited to (i) the insertion of inadvertently omitted material or the correction of mistakes or clarification of ambiguities, (ii) the pledging of additional security to the holders of the Defeased Bonds, or (iii) the deposit of additional cash or Escrowed Securities into the Escrow Fund in which instances the written confirmation from the rating agencies shall not be required), amend or modify the terms and provisions of this Agreement to cure in a manner not adverse to the holders of the Defeased Bonds any ambiguity, formal defect, or omission in this Agreement; provided, however, that no such amendment shall adversely affect the firm banking arrangements made for the payment of the principal of, premium, if any, and interest on the Defeased Bonds. Moody's Investors Service, Inc. shall receive prior written notice and drafts of all amendments at the address identified in Section 8.01 hereof.

Section 8.08 Holiday. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, is not a business day, such payment may be made or act performed or right exercised on the next succeeding business day with the same force and effect as if done on the date provided therefor herein and, in the case of any payment, no interest shall accrue for the period after such date.

Section 8.09 Covenants. The District covenant that they will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Agreement, in any and every Defeased Bonds as executed, authenticated, and delivered, and in all proceedings pertaining thereto as the Defeased Bonds shall have been modified as provided in this Agreement. The District covenants that it is duly authorized under the laws of the State of Texas to execute and deliver this Agreement, that all actions on its part for the payment of the Defeased Bonds as provided herein and the execution and delivery of this Agreement have been duly and effectively taken, and that the Defeased Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the District according to the import thereof as provided in this Agreement.

Section 8.10 Interpretation of Agreement. In the event of any disagreement or controversy hereunder or if conflicting demands or notices are made upon the Escrow Agent growing out of or relating to this Agreement or in the event that the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, the District expressly agrees and consents that the Escrow Agent shall have the absolute right at its election to

(a) withhold and stop all further proceedings in, and performance of, this Agreement with respect to the issue in question and of all instructions received hereunder in regard to such issue; and

(b) file a suit in interpleader and obtain an order from a court of appropriate jurisdiction requiring all persons involved to interplead and litigate in such court their several claims and rights among themselves. Nothing in this paragraph is intended to create or expand upon any right that the Escrow Agent would otherwise have available to it under applicable law to commence an interpleader or to alter the obligations of the Escrow Agent under this Agreement.

The District agrees to indemnify and save the Escrow Agent harmless, to the extent permitted by law, from all loss, cost, damages, expenses, and attorney fees suffered or incurred

by the Escrow Agent in connection herewith, except as a result of the Escrow Agent's own negligence or willful misconduct. The foregoing indemnification shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent for any reason. The obligations of the Escrow Agent under this Agreement shall be performable at the corporate office of the Escrow Agent in Austin, Texas.

The Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and it shall, in the absence of negligence or bad faith on the part of the Escrow Agent, incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

Section 8.11 Liability; Reliance; Assignment. The Escrow Agent shall not be responsible or liable to any person in any manner whatsoever for the sufficiency, correctness, genuineness, effectiveness, or validity of this Agreement with respect to the District or for the identity or authority of any person making or executing this Agreement for and on behalf of the District. The Escrow Agent is authorized by the District to rely upon the representations of the District with respect to this Agreement and the deposits made pursuant hereto and as to the District's right and power to execute and deliver this Agreement, and the Escrow Agent shall not be liable in any manner as a result of such reliance. The duty of the Escrow Agent hereunder shall only be to the District and the holders of the Defeased Bonds. Except as set forth in Section 7.04 herein, neither the District nor the Escrow Agent shall assign or attempt to assign or transfer any interest hereunder or any portion of any such interest without the written consent of each of the parties to this Agreement.

The Escrow Agent is also authorized to transfer funds relating to the redemption and defeasance of the Defeased Bonds in the manner disclosed in the closing memorandum as prepared by the District's financial advisor, bond counsel, or other agent. The Escrow Agent may act on a facsimile or email transmission of the closing memorandum acknowledged by the financial advisor, bond counsel, or the District as the final closing memorandum. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions.

The Bank may act on any order, request, approval or other authority relating to the Defeased Bonds which is provided by the District through a facsimile or e-mail transmission without the necessity of obtaining an original or executed copy of any such authority.

Section 8.12 Counterparts. This Agreement may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

Section 8.13 Incorporation of Preamble Recitals. The recitals contained in the preamble to this Agreement are hereby found to be true, and such recitals are hereby made a part of this Agreement for all purposes and are adopted as a part of the judgment and findings of the District.

Section 8.14 No Boycott Israel. The Escrow Agent hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not

boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Escrow Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

Section 8.15 Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited (S.B. 252 85th Texas Legislature). The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's Internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable Texas or federal law and excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

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EXECUTED as of the date first written above.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

_____

Chief Business Officer

[The remainder of this page intentionally left blank.]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., DALLAS, TEXAS
as Escrow Agent

By:_____

Title:_____
Address: 2001 Bryan Street, 10th Floor
Dallas, Texas 75201

[The remainder of this page intentionally left blank.]

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE AND CONTINUING DUTIES

The undersigned acknowledges the receipt of the Resolution and the Escrow and Trust Agreement pertaining to the defeasance of the Defeased Bonds and consents to the provisions of, and acknowledges its ongoing duties and responsibilities with respect to the Defeased Bonds as specified under, Sections 7.03(b) and 7.05 hereof. The undersigned also acknowledges receipt of the order authorizing the issuance of the Defeased Bonds and the Notice of Redemption. The Notice of Redemption described in Section 7.05 will be provided to the holders of the Defeased Bonds in the form and manner that is customary in the securities industry.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By _____

Title _____

INDEX TO EXHIBITS

Schedule I
Defeased Bonds

Exhibit A
Schedule of Debt Service on Defeased Bonds

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Schedule I

Defeased Bonds

$_____ of "Canutillo Independent School District Unlimited Tax Refunding Bonds, Series 2012," dated November 15, 2012 to be redeemed on August 15, 2022.

Exhibit A

Schedule of Debt Service on Defeased Bonds

Exhibit B

Escrowed Securities and Cash to pay the Defeased Bonds

Federal Securities/SLGS	$
Cash Deposit	
TOTAL	$

Exhibit C

Escrow Fund Cash Flow and Reinvestment

CANUTILLO A Premier District

Property Tax Rate Adoption

Public Hearing

Fiscal Year 2021-2022

August 24, 2021

7965 Artcraft | El Paso, TX 79932
915.877.7400 | www.canutillo-isd.org
Follow us on:

2021 -2022
Budget Adopted
June 22, 2021

Estimated Revenue

	199 GENERAL FUND	101 FOOD SERVICE	599 DEBT SERVICE	GRAND TOTAL
LOCAL SOURCES	$27,413,929	$67,000	$9,926,034	$37,406,963
STATE SOURCES	34,131,616	24,000	0	34,155,616
FEDERAL SOURCES	2,296,621	5,517,000	0	7,813,621
TOTAL REVENUE	**$63,842,166**	**$5,608,000**	**$9,926,034**	**$79,376,200**

Adopted Budget By Class Object

Class Object	199 General Fund	101 Food Service	599 Debt Service	Grand Total
Salaries and Benefits	$54,549,938	$2,500,000		$57,049,938
Contracted Services	4,960,573	402,000		5,362,573
General Supplies	2,053,578	2,563,000		4,616,578
Other Operating Expenditures	1,668,119	39,000		1,707,119
Debt Service	419,406		9,926,034	10,345,440
Capital Outlay and Improvements	190,552	104,000		294,552
M&O Budget Totals	**$63,842,166**	**$5,608,000**	**$9,926,034**	**$79,376,200**

Adopted Budget by Function

FUNCTION	DESCRIPTION OF FUNCTION	2021-2022 GENERAL FUND	2021-2022 FOOD SERVICE FUND	2021-2022 DEBT SERVICE FUND	2021-2022 TOTAL
11	INSTRUCTION	36,377,865			36,377,865
12	INSTRUCTIONAL RESOURCES & MEDIA	765,781			765,781
13	STAFF/CURRICULUM DEVELOPMENT	850,110			850,110
21	INSTRUCTIONAL ADMINISTRATION	1,110,056			1,110,056
23	SCHOOL LEADERSHIP	4,097,192			4,097,192
31	GUIDANCE & COUNSELING SERVICES	2,339,312			2,339,312
32	SOCIAL WORK SERVICES	234,748			234,748
33	HEALTH SERVICES	982,974			982,974
34	STUDENT TRANSPORTATION	1,885,829			1,885,829
35	FOOD SERVICE		5,190,341		5,190,341
36	COCURRICULAR ACTIVITIES	1,660,107			1,660,107
41	GENERAL ADMINISTRATION	3,468,247			3,468,247
51	PLANT MAINTENANCE & OPERATIONS	6,243,349	417,659		6,661,008
52	SECURITY & MONITORING SERVICES	988,908			988,908
53	DATA PROCESSING SERVICES	1,903,936			1,903,936
61	COMMUNITY SERVICES	28,150			28,150
71	DEBT SERVICE	419,406		9,926,034	10,345,440
81	FACILITIES ACQUISITION/CONSTRUCTION	0			0
99	OTHER INTER-GOVERNMENTAL CHARGES	486,196			486,196
BUDGET TOTALS		**$63,842,166**	**$5,608,000**	**$9,926,034**	**$79,376,200**

Top 10 Taxpayers

Taxpayer Name
Tenet Hospitals Limited
El Paso Outlet Center CMBS LLC
ROP (River Oaks Properties) Artcraft LLC
Care Fusion 213 LLC
El Paso Electric Co
Wal-Mart Stores Inc
Jordan Foster Construction
Schneider Electric USA Inc
El Paso Behavioral Hospital LLC
Plexxar Joint Venture

M&O Compressed
Voter Approved Tax Rate Calculation

	2020 Tax Year FY2021 Revenue	2021 Tax Year FY2022 Revenue
Maximum Compressed Tax Rate *(Set by TEA)*	$0.8918	$0.8441
Tier 2 (Golden Pennies)	$0.08000	$0.0800
Tier 3 (Copper Pennies)	$0.05835	$0.0583
Tax Rate	$1.0301	$0.9824

Calculated Tax Rate

2021 **Certified** Property Values - **$2,827,020,934**

Net Taxable Levy

Maintenance and Operations (M & O)

Projected Revenue for Operating Costs (Certified Values / $100 X $0.9824 X 98%*)	$ 27,217,201
Proposed M & O Rate Per $100 Valuation	$ 0.9824

Debt Service (I & S)

Debt Service Amount (to be paid from property taxes) (Certified Values / $100 X $0.36 X 98%*)	$ 9,973,730
Debt Service Tax Rate Per $100 Valuation	$ 0.3600

*Projected Revenue at 98% Collection Rate

Voter Approved Tax Rate $1.3424

CANUTILLO A Premier District

Impact of Tax Rates on Average Homeowner

	2020	2021	
	Value After CAP	Value After CAP	Change
Avg. Appraised Value	$ 177,187	$ 191,325	$ 14,138
Homestead Exemption	(25,000)	(25,000)	$ -0-
Taxable Value	$ 152,187	$ 166,325	$ 14,138
Tax Rate Per $100 Valuation	$ 1.3901	$ 1.3424	($ 0.0477)
Property Tax Levied	$ 2,115.55	$ 2,232.75	$ 117.20
Average Percent Increase in Values = 9.29% Average Percent Increase in Tax Levied = 5.54%			

Board Questions
and
Public Comment

MOTION:
To Adopt the 2021-2022 Property Tax Rate

Tax Rate Resolution

- Maintenance & Operation Rate- $0.9824
- Interest & Sinking Rate - $0.36000
- Total Tax Rate $1.3424

CANUTILLO INDEPENDENT SCHOOL DISTRICT
RESOLUTION TO SET TAX RATE
FOR 2021-2022

1. 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 August 24, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Canutillo Independent School District as follows:

2. The Maintenance and Operations Tax Rate per $100.00 of valuation of property in the School District for the school year 2021-2022 shall be $.9824

3. The Interest and Sinking Tax Rate per $100.00 of valuation of property in the School District for the school year 2021-2022 shall be $0.3600

4. The total tax rate for the 2021-2022 school year shall be $1.3424

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

APPROVED AND ADOPTED on August 24, 2021.

_____
Sergio Coronado, President

_____
Patsy Mendoza, Secretary

Resolution of the Board of the Canutillo Independent School District Regarding Extension of Leave for Fully Vaccinated Employees Upon Contraction of Covid-19

WHEREAS, the Board is authorized by Texas Education Code section 45.105 to expend funds of Canutillo Independent School District for purposes necessary in the conduct of the public schools as determined by the Board;

WHEREAS, the Board acknowledges that during an epidemic, District vaccinated employees may be instructed not to report for work after contraction of Covid-19;

WHEREAS, the Board finds that a need exists to address additional leave for vaccinated employees who are instructed not to report for work after contraction of Covid-19;

WHEREAS, the Board concludes that providing additional paid leave to all regular, full and part-time employees in leave-accruing positions—contractual and non-contractual, salaried and non-salaried—who are instructed not to report to work due to the Covid-19 epidemic and after contraction of Covid-19, serves the public purposes of protecting students and staff, maintaining morale, and reducing turnover;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Canutillo Independent School District authorizes providing additional paid leave for regular, full and part-time employees in leave-accruing positions—contractual and non-contractual, salaried and non-salaried—who are fully vaccinated (or otherwise exempt from being vaccinated as a result of a medical or other legal exemption) and instructed not to report to work during an epidemic after contraction of Covid-19**.**

The authority granted by this resolution to provide additional paid leave for all vaccinated employees instructed not to report for work provides additional leave for a maximum duration of 5 working days for the entirety of the 2021-2022 school year unless the Board takes action to increase additional leave or authorize leave for a longer duration. Qualifying employees are not required to exhaust state and local leave prior to requesting and using additional leave under this resolution. This additional leave is in addition to any leave to which a qualifying employee may already be entitled. To ensure an employee's exclusion from the workplace serves the public purpose of protecting students and staff, however, employees requesting leave under this resolution must meet the following qualifications or criteria:

1. Proof of full vaccination or exemption status;
2. Proof of any other medical documentation necessary;
3. Information made necessary for contact tracing purposes in conformance with the public health directives, guidelines or orders issued by the City of El Paso's Department of Public Health;
4. Qualifying employees will not be permitted to work remotely; and
5. Employees not vaccinated (or otherwise exempt from being vaccinated as a result of a medical or other legal exemption) will be required to use their state or local leave for any absence(s) related to Covid-19 to include isolation or quarantine.

Adopted this _____ (*date*) day of _____ (*month*), _____ (*year*), by the Board of Trustees of the Canutillo Independent School District.

_____

Sergio Coronado, Board President

Attest:

_____

Patsy Mendoza, Board Secretary

Official Delegate Designation Form

Please note:

- Only board members of TASB Active Members (public school districts and ESCs) may serve as delegates or alternates.
- TASB Directors and the four Legislative Advisory Council (LAC) members serving on the TASB Legislative Committee are delegates by virtue of their positions. If one of your board members is also a TASB Director or one of the four LAC representatives, do not designate this member; he or she will already be participating as a voting delegate in the Assembly.
- If you are designating an individual newly elected to your board, please update your district's membership information in myTASB. The update form is available under the Member Profile link (**https://www.tasb.org/apps/memberprofile/index.aspx**). If you have any questions about updating your membership information, contact Michael Pennant (contact information located at bottom of page).
- The Delegate Assembly Handbook will be distributed electronically at least 20 days prior to Delegate Assembly. Hard copies of the Handbook will be available on site. (Mailed copies will be available by request.)
- You also may submit your designation online. The online form is available in myTASB under the Member Profile link (**https://www.tasb.org/apps/memberprofile/index.aspx**).

Credentials (ribbon and button) will be mailed to delegates and alternates who are registered by August 26. After that date, credentials must be picked up on site at Delegate Assembly.

Delegate: _____

Board position: _____ E-mail: _____

Mailing address **(if NOT the district address)** for Delegate Assembly materials:

_____

Alternate: _____

Board position: _____ E-mail: _____

Mailing address (if NOT the district address) for Delegate Assembly materials:

_____

Name of school district: _____

County-district number: _____ **TASB (ESC) region number:** _____

I hereby certify that the above persons were chosen by our board as our official voting delegate and alternate to the 2021 TASB Delegate Assembly scheduled for September 25 (as provided by the TASB Bylaws).

Board president: _____ Date: _____

Please return your board's designations online or to the address below by August 26, 2021, to receive Delegate Assembly credentials by mail. Delegates submitted after August 26 will need to to pick up credentials (button and ribbon) on site.

Texas Association of School Boards
Attn: Michael Pennant
Email: membercommunications@tasb.org
Fax: 512.467.3554

Questions? Contact Michael Pennant at 800.580.8272 or membercommunications@tasb.org.

NSBA Advocacy Institute



Join your peers from around the nation for the National School Boards Association (NSBA) Advocacy Institute — the only national legislative event exclusively for school trustees — to stay on top of federal issues and their impact on local school districts and meet with US senators and members of Congress to discuss the issues.

The conference on January 23–25, 2022, is open to all current school board trustees and administrators, with breakout sessions and seminars that are eligible for continuing education credit.

Stipends for Texas trustees

Each year, TASB offers member districts a stipend to cover the cost of conference registration, with a goal to have a representative from each Texas congressional district attend the conference.

The stipend covers the cost of the conference registration and is paid directly to your district. Recipients pay for accommodations and transportation to and from Washington, DC.

Nomination process for stipends

Each local school board may nominate a trustee and an alternate for the stipend.

All current school board trustees and administrators can attend the NSBA Advocacy Institute, but the stipend is only for the selected nominee or the board's alternate.

Who should be nominated?

You should nominate a trustee who is not only interested in advancing advocacy skills but also has experience at building relations with political leaders at the local and state level.

How does the board nominate a trustee?

- Your school board must agree to participate in the Advocacy Institute.
- Your board must nominate a trustee and an alternate to represent your district.
- Your selected trustee and alternate must complete the nomination form.

How is a trustee selected to receive the stipend?

Nominations are first reviewed by a selection subcommittee made up of members of the TASB Legislative Committee. The subcommittee considers a nominee's participation in any of the following:

- Leadership TASB
- TASB Delegate Assembly
- TASB Grassroots Meetings
- TASB Legislative Advisory Council
- TASB Board of Directors
- The board of any TASB-affiliated entity

NOMINATE NOW

Registration, attendance, and travel

After a trustee is selected to receive the stipend, there are some things your district and the trustee must do:

- The trustee has to register for the conference and make hotel and flight reservations. TASB is not responsible for the registration and travel.
- The stipend recipient's school district must pay the Advocacy Institute registration fee to NSBA, and TASB will reimburse the school district for that fee only.
- The trustee should make an appointment with his or her congressman. TASB Governmental Relations will provide a spreadsheet with contact information for the scheduling assistant of each congressman. It has been our experience that a phone call directly from the trustee receives priority over one from TASB.

If you have any questions about the Advocacy Institute, contact Ruben Longoria at ruben.longoria@tasb.org or call 800.580.4885.

Glenn Hegar
Texas Comptroller
of Public Accounts

Appraisal District Director's Manual

May 2020

Tax Code Section 5.05(a) authorizes the Comptroller's office to prepare and issue publications relating to the appraisal of property and the administration of taxes as a public service. By publishing this manual, the Comptroller's office is making available an information resource of a general nature regarding the appraisal of property and the administration of taxes. This publication does not address and is not intended to address all aspects of property appraisal, tax administration or property tax law. The information contained in this publication neither constitutes nor serves as a substitute for legal advice. Pursuant to Tax Code Section 5.041(f), the Comptroller's office may not advise a property owner, a property owner's agent or the appraisal district on a protest matter. Questions regarding property appraisal, tax administration, the meaning or interpretation of statutes, legal requirements and other similar matters should, as appropriate or necessary, be directed to an attorney or other appropriate counsel.

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Introduction

Appraisal districts are responsible for appraising property in the district for ad valorem tax purposes for each taxing unit that imposes ad valorem taxes on property in the district.[1] An appraisal district is established in each county and has the same boundaries as the county's boundaries.[2] An appraisal district is a political subdivision of the state that is governed by a board of directors.[3]

Common abbreviations and terms used in this manual are:

ARB – appraisal review board

CAD – county appraisal district

TAC – tax assessor-collector

TDLR – Texas Department of Licensing and Regulation

Voting taxing units – taxing units that are entitled to vote on the appointment of members to the board of directors.

[1] Tex. Tax Code §6.01(b)
[2] Tex. Tax Code §§6.01(a) and 6.02(a)
[3] Tex. Tax Code §§6.01(c) and 6.03(a)

Governance

Composition of Board of Directors

The board of directors is composed of five members.[4] The number of directors can be increased up to 13 by action of the board of directors.[5] However, in most cases, the board of directors may not make this change if a voting taxing unit adopts a resolution opposing the change.[6]

Taxing units participating in the CAD may increase the number of directors up to 13 members if three-fourths of voting taxing units adopt resolutions.[7] A change is not valid if it reduces the voting entitlement of one or more taxing units (unless the taxing unit adopts one of two specified resolutions) or if it expands the types of taxing units that are entitled to vote on the appointment of directors.[8]

The county TAC is a nonvoting director, if not appointed as a voting director.[9] If a commissioner's court of the county enters into a contract for assessment and collections under Tax Code Section 6.24(b) or if the CAD board of directors enters into a contract for appraisal under Tax Code Section 6.05(b), then the county TAC is ineligible to serve on the board of directors.[10]

Board members may not receive compensation for service on the board but are entitled to reimbursement for actual and necessary expenses incurred in the performance of their duties.[11] This reimbursement is as provided by the budget adopted the board of directors.[12]

[4] Tex. Tax Code §6.03(a)
[5] Tex. Tax Code §6.031(a)
[6] Tex. Tax Code §6.031(a)
[7] Tex. Tax Code §6.031(b)
[8] Tex. Tax Code §6.031(b)
[9] Tex. Tax Code §6.03(a)
[10] Tex. Tax Code §6.03(a)
[11] Tex. Tax Code §6.04(c)
[12] Tex. Tax Code §6.04(c)



Appointment, Eligibility and Terms

Appointment: Taxing units—counties, cities/towns, school districts, junior colleges and certain conservation and reclamation districts—select directors in the fall of odd-numbered years.[13] Conservation and reclamation districts may participate in this process if at least one conservation and reclamation district in the CAD delivers to the chief appraiser a written request to nominate and vote on the board of directors by June 1 of each odd-numbered year.[14] On request, the chief appraiser must certify all eligible conservation and reclamation districts that are imposing taxes and that participate in the CAD by June 15.[15]

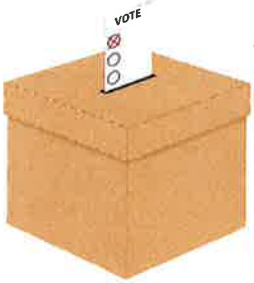
The board of directors is selected by appointment; it is not an election governed by the Texas Election Code.[16] The method or procedure for appointing members can be changed by the board of directors or by three-fourths of the voting taxing units acting through resolutions.[17]

The voting entitlement of a taxing unit is determined by a calculation that takes into account a taxing unit's share of the total dollar amount of property taxes imposed in the CAD.[18] The chief appraiser makes this calculation for each taxing unit (other than conservation and reclamation districts) and delivers written notice before Oct. 1 of each odd-numbered year of the number of votes to which each taxing unit is entitled.[19] Each taxing unit (other than a conservation and reclamation district)

[13] Tex. Tax Code §6.03
[14] Tex. Tax Code §6.03(c)
[15] Tex. Tax Code §6.03(c)
[16] Tex. Att'y Gen. Op. JM-166 (1984)
[17] Tex. Tax Code §6.031(a) and (b)
[18] Tex. Tax Code §6.03(d)
[19] Tex. Tax Code §6.03(e)

that is entitled to vote may submit to the chief appraiser one nominee for each position to be filled before Oct. 15.[20]

The chief appraiser also must calculate the number of votes that an eligible conservation and reclamation district is entitled to and must deliver before July 1 of each odd-numbered year, a written notice to the district of its voting entitlement and right to nominate one candidate for director.[21] All eligible conservation and reclamation districts must submit the name of the district's nominee to the chief appraiser before July 15 of each odd-numbered year.[22] Before Aug. 1, the chief appraiser must prepare a nominating ballot listing all the nominees of conservation and reclamation districts and deliver a ballot to the presiding officer of the board of directors of each district.[23] The board of directors of each district must submit its vote for the nominee of conservation and reclamation districts before Aug. 15.[24] The winning nominee of the conservation and reclamation districts in the CAD becomes a nominee for CAD director.[25]



The chief appraiser must prepare a ballot before Oct. 30 with candidates whose names were timely submitted, including the nominee of conservation and reclamation districts if applicable.[26] Each taxing unit entitled to vote must determine its vote by resolution and submit it to the chief appraiser before Dec. 15.[27] The five candidates who receive the largest cumulative vote totals become the board of directors.[28] The chief appraiser announces the new directors before Dec. 31.[29] Ties must be resolved by the chief appraiser by any method of chance.[30]

Both the board of directors and taxing units may propose to change the method or procedure for appointing directors.[31] If the board of directors makes the proposal, then a voting taxing unit may veto the proposal by filing a resolution before Sept. 1.[32] If a participating taxing unit proposes a change, the change is adopted if three-fourths of the voting taxing units adopt resolutions providing for the change.[33] A resolution to change the method or procedure for appointing directors must be filed with the chief appraiser after June 30 and before Oct. 1 of a year in which members are appointed, or the resolution is ineffective.[34]

Throughout the selection process, the Tax Code specifies dates for action by the chief appraiser and the taxing units. The dates provided in Tax Code Section 6.03(f) and (g) are directory and not mandatory.[35] However, the advice of legal counsel should be obtained in such situations.

Eligibility: To be eligible to serve on a board of directors, an individual must be a resident of the CAD and must have resided in the CAD for at least two years immediately preceding the date of taking office.[36] This residency requirement does not apply to a county TAC serving as a nonvoting director.[37]

An employee of a taxing unit that participates in the CAD is not eligible to serve on the board of directors, unless that individual also is a member of the governing body of the taxing unit or an elected official of a taxing unit.[38] Membership on the governing body of a taxing unit does not make an otherwise eligible individual ineligible to serve on the board of directors.[39]

Owing delinquent property taxes disqualifies a person from serving on the CAD board of directors.[40] The person is ineligible if he or she owns property on which delinquent property taxes have been owed for more than 60 days after the date the person knew or should have known of the delinquency.[41] This disqualification does not apply if the person is paying the delinquent taxes and any penalties and interest under an installment payment agreement or has deferred or abated a suit to collect the delinquent taxes.[42]

[20] Tex. Tax Code §6.03(g)
[21] Tex. Tax Code §6.03(f) and (h)
[22] Tex. Tax Code §6.03(h)
[23] Tex. Tax Code §6.03(h)
[24] Tex. Tax Code §6.03(h)
[25] Tex. Tax Code §6.03(h)
[26] Tex. Tax Code §6.03(j)
[27] Tex. Tax Code §6.03(k)
[28] Tex. Tax Code §6.03(k)
[29] Tex. Tax Code §6.03(k)
[30] Tex. Tax Code §6.03(k)
[31] Tex. Tax Code §6.031(a) and (b)
[32] Tex. Tax Code §6.031(a)
[33] Tex. Tax Code §6.031(b)
[34] Tex. Tax Code §6.031(c)
[35] Tex. Att'y Gen. Op. JM-166 (1984)
[36] Tex. Tax Code §6.03(a)
[37] Tex. Tax Code §6.03(a)
[38] Tex. Tax Code §6.03(a)
[39] Tex. Tax Code §6.03(a)
[40] Tex. Tax Code §6.035(a)(2)
[41] Tex. Tax Code §6.035(a)(2)
[42] Tex. Tax Code §6.035(a)(2)

Degrees of Consanguinity and Affinity

1st DEGREE	2nd DEGREE	3rd DEGREE
By Consanguinity • Parents • Children **By Affinity** • Spouses of relatives listed under first degree consanguinity • Spouse • Spouse's parents • Spouse's children • Stepparents • Stepchildren	**By Consanguinity** • Grandparents • Grandchildren • Brothers & sisters **By Affinity** • Spouses of relatives listed by second degree consanguinity • Spouse's grandparents • Spouse's grandchildren • Spouse's brothers & sisters	**By Consanguinity** • Great grandparents • Great grandchildren • Nieces & nephews • Aunts & uncles **By Affinity** • No prohibitions

A person who has appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in the CAD at any time within the preceding three years is ineligible to serve on the board of directors.[43]

A person is ineligible to serve on the board of directors if the individual is related within the second degree of consanguinity (blood) or affinity (marriage) to the following:

- an appraiser who appraises property for use in a proceeding under the Tax Code; or
- a person who represents property owners for compensation in proceedings under the Tax Code in the CAD.[44]

A director who continues to hold office knowing he or she is related in this manner to the above named persons commits a Class B misdemeanor offense.[45]

An individual is not eligible to be appointed to or to serve on the board of directors if an individual has a substantial interest in a business entity that is party to a contract or the individual is a party to a contract with the CAD.[46] This prohibition also applies to contracts with a taxing unit that participates in the CAD if the contract relates to the performance of an activity governed by the Tax Code.[47] A CAD may not enter into a contract with a board member or with a business entity in which a board member has a substantial interest.[48] A taxing unit may not enter into a contract relating to the performance of an activity governed by the Tax Code with a board member in which the taxing unit participates or with a business entity in which a board member has a substantial interest.[49]

An individual has substantial interest in a business entity if:

- the combined ownership of the director and the director's spouse is at least 10 percent of the voting stock or shares of the business entity; or
- the director or director's spouse is a partner, limited partner or officer of the business entity.[50]



Term of Office and Vacancy: CAD directors serve two-year terms.[51] Each term begins on Jan. 1 of an even-numbered year.[52] The two-year term of office does not apply to the county TAC who serves as a nonvoting director.[53]

[43] Tex. Tax Code §6.035(a-1)
[44] Tex. Tax Code §6.035(a)(1)
[45] Tex. Tax Code §6.035(b)
[46] Tex. Tax Code §6.036(a)
[47] Tex. Tax Code §6.036(a)
[48] Tex. Tax Code §6.036(b)
[49] Tex. Tax Code §6.036(c)
[50] Tex. Tax Code §6.036(d)
[51] Tex. Tax Code §6.03(b)
[52] Tex. Tax Code §6.03(b)
[53] Tex. Tax Code §6.03(b)

Voting taxing units may adopt staggered one and two-year terms.[54] To adopt staggered terms, taxing units must take two actions.[55] First, at least three-fourths of the voting taxing units are required to adopt resolutions for staggered terms.[56] Second, the voting taxing units must have changed the method for appointing members to end cumulative voting (casting all or part of the votes to which the taxing unit is entitled). These two actions may be proposed concurrently.[57]

A resolution proposing staggered terms must be filed with the chief appraiser after June 30 and before Oct. 1.[58] If the chief appraiser determines that enough taxing units filed valid resolutions, he or she must notify all taxing units of the change before Oct. 10.[59] Staggered terms take effect on Jan. 1 of the next even-numbered year.[60] To start staggering terms, all members are appointed for that year without regard to staggered terms.[61] At the earliest practical date after Jan. 1, the board determines by lot which of its members will serve one- and two-year terms.[62]

Boards with an even number of members divide the one- and two-year terms in half. Boards with an odd number of members must have one more member with a two-year term than members with one-year terms.[63] For example, a six-member board would choose three members to serve one-year terms. A five-member board would choose two.

For each director's term that expires on Jan. 1, the CAD must annually appoint directors for a term that begins on that Jan. 1.[64]

Staggered terms may be rescinded by resolution of a majority of voting taxing units.[65] The resolution must be adopted and filed with the chief appraiser after June 30 and before Oct. 1 of odd-numbered years.[66] After a valid rescission, the terms of all current members expire on the next Jan. 1, even if a member will have only served one year of a two-year term.[67] The entire board will be appointed for two-year terms on that date.[68] Staggered terms are automatically rescinded if the CAD makes a change in the method of appointing board members that results in a method of using cumulative voting.[69]



If a vacancy occurs on the board, each voting taxing unit nominates by resolution a candidate to fill the vacancy.[70] Within 45 days after receiving notice from the board of directors that a vacancy exists, a taxing unit must submit the nomination to the chief appraiser.[71] The chief appraiser delivers a list of the nominees to the directors within the next five days.[72] Directors select by majority vote one of the nominees to fill the vacancy.[73] If a vacancy occurs for a board with staggered terms, the vacancy is filled by appointment of the voting taxing unit that nominated the person whose departure caused the vacancy.[74]

Conflicts of Interest

Board members are subject to conflict of interest provisions in law, including Tax Code Section 6.036 which excludes certain individuals from serving on the board of directors. Local Government Code Chapter 171 applies to all local officials, including boards of directors of CADs. Local Government Code Chapter 176 applies to officers of political subdivisions of the state.[75]

For more information, see the Texas Ethics Commission's conflict of interest forms at ethics.state.tx.us/forms/conflict.

Ex Parte Communications

A board member commits a Class C misdemeanor offense if the member directly or indirectly communicates with the chief appraiser on any matter relating to the appraisal of property by the CAD.[76] However, this type of communication is allowed in:

[54] Tex. Tax Code §6.034(a)
[55] Tex. Tax Code §6.034(a)
[56] Tex. Tax Code §6.034(a)
[57] Tex. Tax Code §6.034(a)
[58] Tex. Tax Code §6.034(b)
[59] Tex. Tax Code §6.034(c)
[60] Tex. Tax Code §6.034(d)
[61] Tex. Tax Code §6.034(d)
[62] Tex. Tax Code §6.034(d)
[63] Tex. Tax Code §6.034(d)
[64] Tex. Tax Code §6.034(e)
[65] Tex. Tax Code §6.034(g)
[66] Tex. Tax Code §6.034(g)
[67] Tex. Tax Code §6.034(g)
[68] Tex. Tax Code §6.034(g)
[69] Tex. Tax Code §6.034(h)
[70] Tex. Tax Code §6.03(l)
[71] Tex. Tax Code §6.03(l)
[72] Tex. Tax Code §6.03(l)
[73] Tex. Tax Code §6.03(l)
[74] Tex. Tax Code §6.034(i)
[75] Tex. Local Government Code §171.001(1) and §176.001(3) and (4)
[76] Tex. Tax Code §6.15(a) and (d)

- an open meeting of the CAD board of directors or another public forum; or
- a closed meeting of the board of directors held to consult with its attorney about pending litigation, at which the chief appraiser's presence is necessary for full communication between the board and its attorney.[77]

These ex parte communication provisions do not apply to a routine communication between the chief appraiser and the county TAC relating to the administration of an appraisal roll, including a communication made in connection with the certification, correction or collection of an account.[78] This exception applies regardless of whether the county TAC was appointed to the board of directors or serves as a nonvoting director.[79]

These ex parte communication provisions do not prohibit a CAD board member from transmitting in writing to a chief appraiser, without comment, a complaint by a property owner or taxing unit about the appraisal of a specific property.[80]

Oath of Office



The Texas Constitution requires all elected and appointed officers to sign an anti-bribery statement and take an oath of office before beginning the duties of the office.[81]

The constitutionally prescribed anti-bribery statement is located on the Secretary of State's website as Form 2201 at sos.state.tx.us/statdoc/forms/2201.pdf. A director signs this statement before the oath of office is administered.[82] Directors should retain the statement in the official records of the appraisal district.[83]

The official oath of office is found on the Secretary of State's website as Form 2204 at sos.state.tx.us/statdoc/forms/2204.pdf.

[77] Tex. Tax Code §6.15(a)
[78] Tex. Tax Code §6.15(c)
[79] Tex. Tax Code §6.15(c)
[80] Tex. Tax Code §6:15(c)
[81] Tex. Const. XVI, §1(a) and (b)
[82] Tex. Const. XVI, §1
[83] Tex. Const. XVI, §1(c)

Recalling a Director

A taxing unit may ask for the recall of any director the taxing unit voted for in the appointment process.[84] A recall starts when a taxing unit files a resolution with the chief appraiser stating that the taxing unit is calling for the recall of a named member.[85] Within 10 days after a taxing unit files a recall resolution, the chief appraiser must give written notice of the filing of the resolution to the presiding officer of each voting taxing unit.[86]

Only the taxing units that voted for the member may vote.[87] A recall-voting taxing unit has the same number of votes in the recall that it cast in appointing the board member.[88] A taxing unit votes by submitting a resolution to the chief appraiser on or before the 30th day after the recall resolution is filed.[89]

Not later than the 10th day after the last day for voting in favor of the recall, the chief appraiser must count the casted votes.[90] A director is recalled if the number of votes cast in favor of recall equals or exceeds a majority of the votes cast appointing the board member.[91] The chief appraiser must immediately notify in writing the presiding officer of the board of directors and the governing body of each recall-voting taxing unit of the results.[92] If the chair is the subject of the recall, the board secretary shall also be notified.[93]

After a recall, the director's vacancy is filled by the recall-voting taxing units appointing a new board member.[94] Each recall-voting taxing unit may nominate by resolution one candidate and is entitled to the same number of votes it originally cast to appoint the recalled member.[95]

On or before the 15th day after the last day nominations must be submitted, the chief appraiser must prepare a ballot and deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote to fill

[84] Tex. Tax Code §6.033(a)
[85] Tex. Tax Code §6.033(a)
[86] Tex. Tax Code §6.033(a)
[87] Tex. Tax Code §6.033(b)
[88] Tex. Tax Code §6.033(b)
[89] Tex. Tax Code §6.033(b)
[90] Tex. Tax Code §6.033(c)
[91] Tex. Tax Code §6.033(c)
[92] Tex. Tax Code §6.033(c)
[93] Tex. Tax Code §6.033(c)
[94] Tex. Tax Code §6.033(d)
[95] Tex. Tax Code §6.033(d)

the vacancy.[96] A taxing unit determines its vote by resolution and submits it to the chief appraiser.[97] The chief appraiser counts the votes on or before the 15th day after the last day on which a taxing unit may vote, declares the winner who received the largest vote total and notifies the chair of the board of directors, each taxing unit and the candidates.[98] The chief appraiser must resolve a tie vote by any method of chance.[99]

If the board of directors is appointed by another method or procedure adopted under Tax Code Section 6.031, the taxing units that voted for or participated in the appointment of the director may recall him or her and appoint a new director by any method adopted by resolution of a majority of recall-voting taxing units.[100] If the appointment was by election, the method of recall and appointing a new director to the vacancy is not valid unless it provides that each taxing unit is entitled to the same number of votes it cast for the member being recalled.[101]

[96] Tex. Tax Code §6.033(d)
[97] Tex. Tax Code §6.033(d)
[98] Tex. Tax Code §6.033(d)
[99] Tex. Tax Code §6.033(d)
[100] Tex. Tax Code §6.033(e)
[101] Tex. Tax Code §6.033(e)

Board Duties, Authority and Policies

A board of directors has required duties and authority under the Tax Code. Other additional duties and authority are provided for in other law. Consult an attorney regarding all legal duties and authority.

Primary Duties

The following is a nonexclusive list of the primary responsibilities of the board of directors under the Tax Code:

Establish the appraisal district office;[102]

Hire a chief appraiser;[103]

Adopt the CAD's annual operating budget before Sept. 15 after fulfilling notice requirements and holding a public hearing;[104]

Adopt a new budget within 30 days after a budget is disapproved by voting taxing units;[105]

Appoint appraisal review board (ARB) members in counties with a population of less than 120,000;[106]

Notify taxing units of any vacancy on the board and elect by majority vote of members one of the submitted nominees;[107]

Elect from members a chair and secretary at the first meeting of the calendar year;[108]

Have board meetings at least once each calendar quarter;[109]

Develop and implement policies regarding reasonable access to the board;[110]

Prepare information describing the board's functions and complaint procedures; the information must be made available to the public and the appropriate taxing units;[111]

Notify parties to a complaint filed with the board of the status of the complaint unless otherwise provided;[112]

Appoint a taxpayer liaison officer (in counties having a population of over 120,000);[113]

Biennially develop a written plan for the periodic reappraisal of all property in the CAD's boundaries, hold a public hearing with the required notice, approve a plan by Sept. 15 of each even-numbered year and distribute copies to participating taxing units and to the Comptroller's office as required;[114]

Make an agreement with newly formed taxing unit's governing body on an estimated budget allocation for the new taxing unit;[115]

Have prepared an annual financial audit conducted by an independent certified public accountant and deliver a copy of the audit to each voting taxing unit and make available for inspection at the CAD office;[116]

Designate the CAD depository at least once every two years;[117]

Receive taxing units' resolutions disapproving board actions;[118]

Adhere to requirements regarding purchasing and contracting under Local Government Code Chapter 252;[119]

Provide advice and consent to the chief appraiser concerning the appointment of an agricultural appraisal advisory board and determine the number of members on that advisory board;[120]

Adhere to laws concerning the preservation, microfilming, destruction or other disposition of records; and[121]

Adopt and implement a policy for the temporary replacement of an ARB member who violates ex-parte communication requirements.[122]

[102] Tex. Tax Code §6.05(a)
[103] Tex. Tax Code §6.05(c)
[104] Tex. Tax Code §6.06(b)
[105] Tex. Tax Code §6.06(b)
[106] Tex. Tax Code §§6.41(d) and (d-1)
[107] Tex. Tax Code §6.03(l)
[108] Tex. Tax Code §6.04(a)
[109] Tex. Tax Code §6.04(b)
[110] Tex. Tax Code §6.04(d) and (e)
[111] Tex. Tax Code §6.04(f)
[112] Tex. Tax Code §6.04(g)
[113] Tex. Tax Code §6.052(a)
[114] Tex. Tax Code §6.05(i)
[115] Tex. Tax Code §6.06(h)
[116] Tex. Tax Code §6.063(a) and (b)
[117] Tex. Tax Code §6.09
[118] Tex. Tax Code §6.10
[119] Tex. Tax Code §6.11
[120] Tex. Tax Code §6.12(a)
[121] Tex. Tax Code §6.13
[122] Tex. Tax Code §41.66(g)

Statutory Authority

Tax Code Chapter 6 contains much of the statutory authority for boards of directors. The following is a non-exclusive list of boards' authority:

Provide for the operation of a consolidated CAD by interlocal contract between two or more adjoining CADs;[123]

Change the number of directors or method of selecting directors, or both, unless any of the voting taxing units oppose the change;[124]

Have board meetings at any time at the call of the chair or as provided by board rule;[125]

Contract with another CAD or with a taxing unit in the CAD to perform the duties of the appraisal district office;[126]

Prescribe, by resolution, specified actions of the chief appraiser relating to CAD finances or administration that are subject to board approval;[127]

Employ a general counsel to the CAD to serve at the will of the board;[128]

Purchase or lease real property and construct improvements necessary to establish and operate an appraisal district office or branch office;[129]

Convey real property owned by the CAD;[130]

Amend the approved operating budget after giving notice to participating taxing units not later than the 30th day before the date the board acts on the proposed amendment;[131]

Authorize the chief appraiser to disburse CAD funds;[132]

Change the CAD's method of financing unless any participating taxing unit opposes the change;[133]

Contract with the governing body of a taxing unit or county to assess and collect taxes through the Interlocal Cooperation Act;[134]

Change the number of ARB members; and[135]

Appoint auxiliary ARB members and select the number of auxiliary members by resolution, except in certain counties.[136]

[123] Tex. Tax Code §6.02
[124] Tex. Tax Code §6.031(a)
[125] Tex. Tax Code §6.04(b)
[126] Tex. Tax Code §6.05(b)
[127] Tex. Tax Code §6.05(h)
[128] Tex. Tax Code §6.05(j)
[129] Tex. Tax Code §6.051(a)
[130] Tex. Tax Code §6.051(c)
[131] Tex. Tax Code §6.06(c)
[132] Tex. Tax Code §6.06(f)
[133] Tex. Tax Code §6.061(a)
[134] Tex. Tax Code §6.24(a) and (b)
[135] Tex. Tax Code §6.41(b)
[136] Tex. Tax Code §6.414

The Tax Code also provides certain statutory authority to the board of directors outside of Chapter 6, including authorizing a board of directors to approve the chief appraiser to contract with private appraisal firms to perform appraisal services under Tax Code Section 25.01(b). On written approval of the board of directors, a chief appraiser is entitled to appeal certain ARB orders to district court as provided by Tax Code Section 42.02.

Limited Appraisal Authority

The board's appraisal authority is limited. The board does not appraise property or review values on individual properties. The law assigns these tasks to the chief appraiser and the ARB, respectively. The board of directors does have the authority to give written approval for a chief appraiser to appeal certain ARB orders in court.[137]

The board has authority over appraisal policy through the following duties and authority:

- duty to develop biennially a written plan for periodic reappraisal;[138]
- duty to adopt an operating budget to reflect the board's decisions on handling appraisals;[139]
- authority to contract with another CAD or with a taxing unit in the CAD to perform the duties of the appraisal district's office; and[140]
- authority to approve the chief appraiser to contract with private appraisal firms to perform appraisal services.[141]

Meetings



At the board of directors' first meeting each calendar year, the board must elect from its members a chair and a secretary.[142] A nonvoting TAC may serve as chair or secretary.[143] A majority of the CAD board of directors constitutes a quorum.[144] A TAC who is a

[137] Tex. Tax Code §42.02(a) and (c)
[138] Tex. Tax Code §6.05(i)
[139] Tex. Tax Code §6.06(b)
[140] Tex. Tax Code §6.05(b)
[141] Tex. Tax Code §25.01(b)
[142] Tex. Tax Code §6.04(a)
[143] Tex. Att'y Gen. Op. JC-0580 (2002)
[144] Tex. Tax Code §6.04

nonvoting member is counted in determining the presence of a quorum.[145]

The board may meet at any time at the call of the chair or as provided by board rule.[146] However, the board must meet at least once each calendar quarter.[147]

The board must provide reasonable time at meetings for public comment on CAD and ARB policies and procedures and allow a reasonable amount of time for a taxpayer liaison officer's report if applicable.[148]

Disapproval of Board Actions

At times, the board of directors may take an action with which the majority of voting taxing units may disagree. Under Tax Code Section 6.10, a majority of voting taxing units may veto any action by the board of directors.[149] This disapproval power under Tax Code Section 6.10 does not apply to the adoption of the budget by the board.[150]

To veto a board action other than the budget, the governing bodies of a majority of voting taxing units must adopt resolutions disapproving the action.[151] The voting taxing units must file the resolutions with the board's secretary within 15 days after the action is taken.[152] The board action is revoked effective the day after the day on which the required number of resolutions is filed.[153]

For voting taxing units to disapprove the CAD budget, a majority of the taxing units must file a resolution with the board's secretary within 30 days after the budget is adopted.[154]

Written Policies

Through its policies, the board determines the CAD's goals and operates as the decision-making body of the CAD. While the Tax Code requires boards of directors to develop written policies on certain issues, a written policy covering all operational aspects of CAD operations should be considered.

Written procedures and policies are good management tools. A policy manual allows the board to make important decisions carefully and in advance, rather than in response to crisis situations. They permit the CAD's operations to continue uninterrupted if key employees leave. A policy manual also helps educate the public and others about CAD operations.

Examples of policies of boards of directors can be found at comptroller.texas.gov/taxes/property-tax/board-policies/index.php.

Required Policies



State law requires the board to have written policies on specific issues. The board must:

- develop and implement policies that provide the public with reasonable opportunity to appear before the board to speak on any issue under the board's jurisdiction;[155]
- prepare and maintain a written plan that describes how a non-English speaking person or a person who has a physical, mental or developmental disability may be provided reasonable access to the board; and[156]
- prepare information of public interest describing the board's functions and procedures to file complaints and how complaints are resolved by the board.[157]

The board must biennially develop a written reappraisal plan for the periodic reappraisal of all property in the CAD's boundaries by Sept. 15 of each even-numbered year.[158] The plan is required to comply with Tax Code Section 25.18.[159] Certain activities are required to be conducted in the reappraisal of all real and personal property located in the CAD at least once every three years.[160] In summary, those activities are the following:

- identifying properties by physical inspection or other reliable means of identification (such as deeds or other legal

[145] Tex. Att'y Gen. Op. JC-0580 (2002)
[146] Tex. Tax Code §6.04(b)
[147] Tex. Tax Code §6.04(b)
[148] Tex. Tax Code §6.04(d)
[149] Tex. Tax Code §6.10
[150] Tex. Tax Code §6.10
[151] Tex. Tax Code §6.10
[152] Tex. Tax Code §6.10
[153] Tex. Tax Code §6.10
[154] Tex. Tax Code §6.06(b)
[155] Tex. Tax Code §6.04(d)
[156] Tex. Tax Code §6.04(e)
[157] Tex. Tax Code §6.04(f)
[158] Tex. Tax Code §6.05(i)
[159] Tex. Tax Code §6.05(i)
[160] Tex. Tax Code §25.18(b)

documentation, aerial or land-based photographs, surveys, maps and sketches);
- identifying and updating property characteristics;
- defining market areas;
- identifying property characteristics affecting value in market areas (such as location and market area of property, physical attributes of property, legal and economic attributes and legal restrictions);
- developing an appraisal model that reflects the relationship among property characteristics affecting value in each market area and determines the contribution of individual property characteristics;
- applying the conclusions from the model to the characteristics of individual properties; and
- reviewing the appraisal results to determine value.[161]

Tax Code Section 23.01(b) provides that if a CAD determines the appraised value of a property using mass appraisal standards, those standards must comply with the Uniform Standards of Professional Appraisal Practice.

The board of directors must hold a public hearing to consider the proposed plan and provide written notice to each participating taxing unit of the hearing not later than the 10th day before the hearing.[162] After holding the public hearing and approving a plan by Sept. 15 of each even-numbered year, the board of directors must distribute copies of the plan to the participating taxing units and to the Comptroller's office within 60 days of the approval date.[163]

The board of directors may include language in the reappraisal plan to give the chief appraiser discretion to make limited changes, especially as they relate to the work plan or schedule of appraisal activities, without the need for additional board approval or plan amendment. This limited authority would allow the chief appraiser to make timeline adjustments to meet staffing needs or to address other management issues.

In order to ensure timely compliance with the reappraisal plan, the board of directors should consider conducting an annual review of plan implementation. Attention to completion of tasks according to the appraisal work plan or schedule should be given, along with completion of reappraisal activities for all identified market areas.

If the plan requires revision because of staff reductions, changes in market areas, unexpected circumstances, or any other reason deemed appropriate by the board of directors, it may be amended by official action, without the board of directors conducting another public hearing. Copies of the amended reappraisal plan should be distributed to the participating taxing units and the Comptroller's office.

A CAD board of directors also must adopt and implement a policy for the temporary replacement of an ARB member who has communicated with another person in violation of ex parte communication provisions.[164] An ARB member may not communicate with another person concerning the evidence, argument, facts, merits or any other matters related to an owner's protest, except during the hearing on the protest.[165] An ARB member also may not communicate with another person concerning a property that is the subject of the protest, except during a hearing on another protest or other proceeding before the board at which the property is compared to other property or used in a sample of properties.[166]

[161] Tex. Tax Code §25.18(b)
[162] Tex. Tax Code §6.05(i)
[163] Tex. Tax Code §6.05(i)
[164] Tex. Tax Code §41.66(g)
[165] Tex. Tax Code §41.66(f)
[166] Tex. Tax Code §41.66(f)

Appointing the Chief Appraiser

The chief appraiser is the chief administrator of the CAD.[167] The chief appraiser is generally appointed by and serves at the pleasure of the CAD board of directors;[168] however, the Comptroller's office may appoint a chief appraiser in certain circumstances. If a taxing unit performs the duties of the CAD pursuant to a contract, the assessor for the taxing unit is the chief appraiser.[169]

Qualifications

To be eligible to serve as a chief appraiser, a person must hold one of the following professional designations:

- Registered Professional Appraiser (RPA) from TDLR;
- MAI from the Appraisal Institute;
- Assessment Administration Specialist from the International Association of Assessing Officers (IAAO);
- Certified Assessment Evaluator from IAAO; or
- Residential Evaluation Specialist from IAAO.[170]

A chief appraiser with a professional designation other than an RPA, must become certified with TDLR as an RPA within five years of appointment as chief appraiser.[171]

A person may not serve as a chief appraiser unless the person has completed the chief appraiser training program prescribed by Occupations Code Section 1151.164.[172] This does not apply to a county TAC who serves as a chief appraiser.[173] It applies only to a chief appraiser appointed on or after July 1, 2006.[174] A person may serve in a temporary, provisional or interim capacity as chief appraiser for up to one year without completing this training.[175]

Owing delinquent property taxes disqualifies a person from serving as chief appraiser.[176] A person is ineligible for employment as a chief appraiser if he or she owns property on which delinquent property taxes have been owed for more than 60 days after the date the person knew or should have known of the delinquency.[177] This disqualification does not apply if the person is paying the delinquent taxes and any penalties and interest under an installment payment agreement or has deferred or abated a suit to collect the delinquent taxes.[178]

A person is also disqualified from employment as the chief appraiser if the person is related within the second degree by consanguinity or affinity to a person who appraises property for compensation for use in proceedings under the Tax Code or to a person who represents property owners for compensation in such proceedings in the CAD.[179] A chief appraiser who remains employed knowing he or she is related to an appraiser or tax representative as prohibited commits a Class B misdemeanor offense.[180]

An individual may not be employed by an appraisal district if the individual is an officer of a taxing unit or an employee of a taxing unit that participates in the appraisal district.[181]

A chief appraiser who is not eligible to serve cannot perform any action required by law for chief appraisers, including the preparation, certification or submission of any part of the appraisal

[167] Tex. Tax Code §6.05(c)
[168] Tex. Tax Code §6.05(c)
[169] Tex. Tax Code §6.05(c)
[170] Tex. Tax Code §6.05(c)
[171] Tex. Tax Code §6.05(c)
[172] Tex. Tax Code §5.042(a)
[173] Tex. Tax Code §5.042(c)
[174] Texas H.B. 2382, 79th Leg., Reg. Sess. (2005)
[175] Tex. Tax Code §5.042(b)
[176] Tex. Tax Code §6.035(a)
[177] Tex. Tax Code §6.035(a)
[178] Tex. Tax Code §6.035(a)
[179] Tex. Tax Code §6.035(a)
[180] Tex. Tax Code §6.035(a)
[181] Tex. Tax Code §6.054

roll.[182] A chief appraiser must give written notice of eligibility to serve as chief appraiser to the Comptroller's office no later than Jan. 1 each year.[183] The Comptroller's office will appoint an eligible person to perform the duties of chief appraiser for a CAD whose chief appraiser is ineligible to serve.[184]

Duties and Authority

The CAD board of directors by resolution may prescribe that specified actions of the chief appraiser relating to the finances or administration of the CAD are subject to board approval.[185] The chief appraiser may employ and compensate professional, clerical and other personnel as provided by the CAD budget, with the exception of a general counsel to the CAD.[186] The chief appraiser may delegate authority to his or her employees.[187] The chief appraiser's primary duty is to discover, list, review and appraise all taxable property in the CAD using generally accepted appraisal techniques.

Compensation

The chief appraiser is entitled to compensation as provided by the budget adopted by the board of directors.[188] The chief appraiser's compensation may not be directly or indirectly linked to an increase in the total market, appraised or taxable value of property in the CAD.[189]

Conflicts of Interest

The chief appraiser is an officer of the CAD for purposes of the nepotism law in Government Code Chapter 573.[190] A CAD may not employ or contract with an individual or the spouse of an individual who is related to the chief appraiser within the first degree by consanguinity or affinity, as determined under Government Code Chapter 573.[191]

An appraisal performed by a chief appraiser in a private capacity or by an individual related within the second degree by consanguinity or affinity (as determined under Government Code Chapter 573) to the chief appraiser may not be used as evidence in a protest or challenge under Tax Code Chapter 41 or an appeal under Tax Code Chapter 42 concerning property that is taxable in the CAD in which the chief appraiser is employed.[192]

A chief appraiser commits a Class B misdemeanor offense if the chief appraiser refers a person, whether gratuitously or for compensation, to another person for the purpose of obtaining a property appraisal, whether or not the appraisal is for ad valorem tax purposes.[193]

Ex Parte Communications

A chief appraiser commits a Class C misdemeanor offense if the chief appraiser directly or indirectly communicates with a member of the board of directors on any matter relating to the appraisal of property by the CAD.[194] This type of communication is allowed in:

- an open meeting of the board of directors or another public forum; or
- a closed meeting of the board of directors held to consult with the board's attorney about pending litigation, at which the chief appraiser's presence is necessary for full communication between the board and the board's attorney.

These ex parte communication provisions do not include a routine communication between the chief appraiser and the county TAC relating to the administration of an appraisal roll.[195] This applies regardless of whether the county TAC is a nonvoting member of board of directors or was appointed.[196]

These ex parte communication provisions do not prohibit a CAD board member from transmitting in writing to a chief appraiser, without comment, a complaint by a property owner or taxing unit about the appraisal of a specific property.[197]

[182] Tex. Tax Code §6.05(c)
[183] Tex. Tax Code §6.05(c)
[184] Tex. Tax Code §6.0501(a)
[185] Tex. Tax Code §6.05(h)
[186] Tex. Tax Code §6.05(d)
[187] Tex. Tax Code §6.05(e)
[188] Tex. Tax Code §6.05(d)
[189] Tex. Tax Code §6.05(d)
[190] Tex. Tax Code §6.05(g)
[191] Tex. Tax Code §6.05(g)
[192] Tex. Tax Code §6.035(d)
[193] Tex. Tax Code §6.035(c)
[194] Tex. Tax Code §6.15(b) and (d)
[195] Tex. Tax Code §6.15(c)
[196] Tex. Tax Code §6.15(c)
[197] Tex. Tax Code §6:15(c)

Agricultural Appraisal Advisory Board



With the advice and consent of the board of directors, the chief appraiser appoints an agricultural advisory board composed of three or more members as determined by the board.[198] Members must have been CAD residents for at least five years and be landowners of the CAD whose land qualifies for special appraisal of agricultural use, open space agricultural or timber land.[199]

Residential Property Owner Assistance

A chief appraiser may maintain a list of individuals who have designated themselves to provide free assistance to residential property owners.

Upon owner request a chief appraiser shall provide to the owner a copy of the list organized by county; make the list available on the appraisal district's internet website, if the appraisal district maintains a website; and provide the name, contact information, and job title of each individual who will provide free assistance.[200]

A person must designate himself or herself as an individual who will provide free assistance by completing a form prescribed by the chief appraiser and submitting to the chief appraiser.[201]

[198] Tex. Tax Code §6.12(a)
[199] Tex. Tax Code §6.12(b)
[200] Tex. Tax Code §6.16(c)
[201] Tex. Tax Code §6.16(d)

The chief appraiser has authority and duties including, but not limited to, the following:

Appraisal	Appraise all taxable property at market value, except as otherwise provided by law	Chapter 23
	Determine eligibility for special appraisal and establish both a market and special appraised value on qualified property	Chapter 23
	Determine whether property qualified for agricultural or timber appraisal has undergone a change of use and send a notice of change of use to the owner	Chapter 23
	Determine exemption eligibility	Section 11.45
	Create procedures for equitable and uniform taxation of inventory	Section 23.12(b)
	Administration of rendition laws	Chapter 22
	Create appraisal records	Section 25.01(a) and Comptroller Rule 9.3004
	Contract, with the approval of the board of directors, with private appraisal firms, if appropriate	Section 25.01(b)
	Certify appraisal roll and other listings to each taxing unit participating in the appraisal district	Section 26.01
	Send notices of appraised value	Section 25.19
	Discover omitted property and adjust the appraisal roll	Section 25.21
	Maintain a list of real estate brokers, sales agents, real estate appraisers or property tax consultants who have designated themselves as an individual who will provide free assistance to an owner for residential property that is occupied by the owner as their principal residence.	Tex. Tax Code §6.16(b) and §6.16(c 1-3)
ARB	Submit complete appraisal records of all property to the ARB	Section 25.22
	Present supplemental records and other items for ARB consideration	Section 25.23
	Correct records and make reappraisals as ordered by the ARB	Section 41.08
Administration	Prepare the appraisal district budget	Section 6.06(a)
	Give notice of public hearing on the appraisal district budget	Section 6.062
	Appoint agricultural advisory board, with the advice and consent of the board of directors	Section 6.12(a)
	Certify a list by June 15 of all eligible conservation and reclamation districts that are imposing taxes and that participate in the appraisal district on the chief appraiser's receipt of a request by a district to nominate and vote on the board of directors	Section 6.03(c)
	Calculate the number of votes each taxing unit has in appointing the board of directors and provide notice as required	Section 6.03(e) and (f)
	Create the ballot with the candidates for the board of directors, counting the votes, declaring the winners and resolving any ties	Section 6.03(h), (i), (j), (k) and (l)
	Act as the appraisal district's public information officer	Gov't Code Section 552.201
	Issue permits for going out of business sales and send notices of such sales to other entities	Business & Commerce Code Sections 17.835 and 17.84
	Serve as the chief administrator of the appraisal district with responsibility to employ and compensate professional, clerical and other personnel as provided by the budget except for a general counsel to the appraisal district	Section 6.05(c) and (d)
	Notify voting taxing units of any proposed property transactions	Section 6.051(b)
	Proportionally credit excess amounts to the following fiscal year if payments by taxing units to the appraisal district budget exceed the amount actually spent or obligated to be spent during the fiscal year. If a taxing unit has paid its allocated amount but is not allocated part of the appraisal district budget for the following fiscal year, the chief appraiser must refund the proportionate share of the excess funds not later than the 150th day after the end of the fiscal year that payments were made.	Section 6.06(j)
	Determine whether a sufficient number of eligible taxing units have valid resolutions when a change in the appraisal district financing method has been proposed and notify each taxing unit of each change that is adopted	Section 6.061(d)
	Publicize certain Tax Code provisions to residents, including, but not limited to, the availability of agreement forms for electronic communication; the availability of exemption applications; rendering requirements; special appraisal of agricultural land, open space, timberland and restricted-use timberland; the deferred collection of taxes on residence homestead of the elderly, disabled or those qualified for the disabled veteran exemption; deferred collection of taxes on appreciating residence homestead; and the right to protest	Sections 1.085, 11.44, 22.21, 23.43, 23.54, 23.75, 23.9804, 33.06, 33.065 and 41.41
	Produce requested materials in the form and manner prescribed by the Comptroller's office	Section 5.16(b)
Other Duties	Duties required by contract	
	Legal responsibilities or duties assigned by the board of directors	

**Tax Code citations, unless otherwise noted.*

Appointing the Appraisal Review Board (ARB)



The board of directors appoints the ARB members in counties with a population of less than 120,000. In counties with a population of 120,000 or more, the local administrative district judge appoints the ARB members.[202]

The ARB is a board of citizens that hears taxpayer protests and taxing unit challenges, corrects clerical errors in the appraisal records and appraisal rolls, acts on motions to correct the appraisal roll, determines whether exemptions and special valuations were improperly granted and takes any other action or makes any other determination as authorized or required under the Tax Code.[203]

There is an ARB for each CAD although the board of directors may provide for the operation of a consolidated ARB by interlocal contract.[204] Although an appraisal district provides staff to the ARB for clerical assistance, the ARB maintains an independence from the board of directors and appraisal district staff, including the chief appraiser.[205]

An action of the board of directors, including ARB appointments, may be vetoed by a majority of the voting taxing units.[206] A majority of the voting taxing units must file veto resolutions with the board secretary of the CAD within 15 days after the action is taken.[207]

CADs are allowed to obtain criminal history records of applicant ARB members from the Texas Department of Public Safety and if so appointed, provide that information to the local administrative district judge or ARB commissioners appointed by that judge.[208] While specific expertise is not required, it may be helpful to appoint ARB members with experience in certain fields, including appraisal, real estate, accounting, business, agribusiness, law, engineering or construction.

Eligibility

To be eligible to serve on the ARB, an individual must be a CAD resident and must have resided in the CAD for at least two years.[209] In counties with a population of more than 120,000, a person is ineligible to serve on the ARB if the person has done the following:

- Served formerly as an appraisal district board member, officer or employee;
- Served as a member of a governing body or an officer of a taxing unit until the fourth anniversary of the date the person ceases to be a member or officer; or
- Appeared before the ARB for compensation during the two-year period preceding the date of appointment.[210]
- Served for all or part of three previous terms as a board member or auxiliary board member of the appraisal review board.[211]

A person may not serve on an ARB if he or she owns property on which delinquent property taxes have been owed for more than 60 days after the date the person knew or should have known of the delinquency.[212] This restriction does not apply if the person is paying the delinquent taxes and any penalty and interest under an installment payment agreement or has deferred or abated a suit to collect delinquent taxes.[213]

[202] Tex. Tax Code §6.41(d) and (d-1)
[203] Tex. Tax Code §41.01(a)
[204] Tex. Tax Code §6.41(a), (g) and (h)
[205] Tex. Tax Code §§5.041(e-1)(5), 6.41 and 6.43
[206] Tex. Tax Code §6.10
[207] Tex. Tax Code §6.10
[208] Tex. Gov't Code §411.1296
[209] Tex. Tax Code §6.41(c)
[210] Tex. Tax Code §6.412(d)
[211] Tex. Tax Code §6.412{d)(4)
[212] Tex. Tax Code §6.412(a)(2)
[213] Tex. Tax Code §6.412(a)(2)

Conflict of Interest

An individual is not eligible to serve on an ARB if the individual is related within the second degree by consanguinity or affinity to an individual who is engaged in the business of appraising property for compensation for use in proceedings under the Tax Code or to an individual who represents property owners for compensation in proceedings under the Tax Code in the CAD for which the ARB is established.[214] An ARB member commits a Class B misdemeanor offense if the ARB member continues to hold office knowing of a violation.[215]

A person is ineligible to serve on an ARB if the individual is related within the third degree of consanguinity or within the second degree of affinity to a member of the CAD board of directors or the ARB.[216] A person is also ineligible to serve on the ARB if the person is a CAD director, a CAD officer or employee, a Comptroller employee or a member of the governing body, officer or employee of a taxing unit.[217]

Additional information regarding conflicts of interest for ARB members, including Tax Code Section 41.69, may be found in the *Appraisal Review Board Manual* published by the Comptroller's office.

A person is not eligible to be appointed or to serve on an ARB if the individual contracts with the CAD or a taxing unit that participates in the CAD.[218] A person who has a substantial interest in a business that has either type of contract is also barred.[219] Substantial interest is defined as either of the following: combined ownership of the individual and the individual's spouse is at least 10 percent of the voting stock or shares of the business, or the individual or the individual's spouse is a partner, limited partner or officer in the business entity.[220]

A CAD and a taxing unit participating in that CAD may not enter into a contract with a current member of the ARB established for that CAD or with a business entity in which an ARB member has a substantial interest.[221]

[214] Tex. Tax Code §6.412(b)
[215] Tex. Tax Code §6.412(b)
[216] Tex. Tax Code §6.412(a)(3) (A) and (B)
[217] Tex. Tax Code §6.412(c)
[218] Tex. Tax Code §6.413(a)
[219] Tex. Tax Code §6.413(a)
[220] Tex. Tax Code §6.413(d)
[221] Tex. Tax Code §6.413(b) and (c)



Number and Term of Office

The ARB consists of three members, but the board of directors by resolution may increase the size of the ARB to a number the board considers appropriate.[222] Directors who appoint ARB members do so by resolution passed by a majority of the CAD board of directors.[223] The board of directors for a district in a county with a population of one million or more by resolution of a majority shall increase the size of the ARB to a number considered appropriate to manage the ARB duties.[224]

ARB members serve two-year terms beginning Jan. 1.[225] The board of directors by resolution must provide for staggered terms so that the terms of approximately half the ARB members expire each year.[226] In making the initial appointments, the board of directors or local administrative district judge must designate those members who serve terms of one year.[227]

Auxiliary and Temporary ARB Members

The board of directors by resolution of a majority of the members may appoint auxiliary ARB members to hear taxpayer protests before the ARB and to assist the ARB in its duties.[228] The board of directors or local administrative district judge may appoint the number of auxiliary members it considers appropriate.[229] An auxiliary member is appointed in the same manner and for the same term as an ARB member under Tax Code Section 6.41 and is subject to the same eligibility requirements and restrictions under Tax Code Sections 6.41, 6.411, 6.412 and 6.413.[230]

An auxiliary member may attend ARB meetings but may not vote in an ARB determination or serve as ARB chair or secretary.[231] An auxiliary member is not included in deter-

[222] Tex. Tax Code §6.41(b)
[223] Tex. Tax Code §6.41(d)
[224] Tex. Tax Code §6.41(b-2)
[225] Tex. Tax Code §6.41(e)
[226] Tex. Tax Code §6.41(e)
[227] Tex. Tax Code §6.41(e)
[228] Tex. Tax Code §6.414(a)
[229] Tex. Tax Code §§6.41(d-1), 6.414(a) and (b)
[230] Tex. Tax Code §6.414(b)
[231] Tex. Tax Code §6.414(c)

mining what constitutes a quorum of the board or whether a quorum is present at any ARB meeting.[232] An auxiliary member may hear taxpayer protests before the ARB.[233] If an auxiliary member sits on a panel to conduct a protest hearing, the number of non-auxiliary ARB members required to constitute the panel is reduced by the number of auxiliary board members.[234] An auxiliary member sitting on a panel is considered a regular board member for all purposes related to the conduct of the hearing.[235] An auxiliary member is entitled to make a recommendation to the ARB regarding a protest heard by the member but is not entitled to vote on the determination.[236]

An auxiliary member is entitled to compensation as provided by the CAD budget, but is not entitled to a per diem or reimbursement of expenses.[237]

The CAD board of directors must adopt and implement a policy for the temporary replacement of an ARB member.[238] A temporary ARB member replaces an ARB member who may not participate in a protest hearing because that ARB member communicated with another person(s) about a protest outside an ARB hearing in violation of Tax Code Section 41.66(f).[239]

Training

The Comptroller's office must approve curricula, provide materials and supervise the training of ARB members.[240] ARB members are not allowed to participate in hearings until they complete the Comptroller's training course and a statement agreeing to comply with Tax Code requirements during hearings.[241] A new ARB member appointed after a course offering may continue to serve until the completion of a subsequent course offering.[242]

During the second year of an ARB member's term, the ARB member must complete the Comptroller's continuing education training course and complete a statement agreeing to comply with Tax Code requirements during hearings.[243] An ARB member who fails to timely complete the course is not eligible to participate in hearings, vote on a determinations of protest or be reappointed to an additional term.[244]

ARB members must complete the Comptroller's continuing education training course and complete a statement agreeing to comply with Tax Code requirements in each year they serve.[245] The CAD board should provide for budgeting ARB training as part of the CAD's annual budget.[246]

The Comptroller's office may assess a fee, not to exceed $50 per trainee, to recover a portion of the costs incurred for the training course.[247]

Except during a hearing or other ARB proceeding, a member of the CAD board of directors for which the ARB is established, along with other specified individuals, may not communicate with an ARB member about these training courses or any matter presented or discussed during the courses.[248]

The Comptroller's office may not advise a chief appraiser, CAD employee, property owner or his or her agent on a matter known to be the subject of a protest to the ARB. The Comptroller's office may communicate with ARB members regarding:

- technical questions relating to ARB duties and appraisal issues;
- the model ARB procedures; and
- the ARB survey provided to taxpayers.

The Comptroller's office may also communicate with the ARB chair concerning complaints filed against the ARB.[249] The toll free number maintained by Comptroller's office for ARB members is 800-252-7551.[250]

[232] Tex. Tax Code §6.414(c)
[233] Tex. Tax Code §6.414(d)
[234] Tex. Tax Code §6.414(d)
[235] Tex. Tax Code §6.414(d)
[236] Tex. Tax Code §6.414(e)
[237] Tex. Tax Code §6.414(f)
[238] Tex. Tax Code §41.66(g)
[239] Tex. Tax Code §41.66(g)
[240] Tex. Tax Code §5.041
[241] Tex. Tax Code §5.041(b) and (b-1)
[242] Tex. Tax Code §5.041(e)
[243] Tex. Tax Code §5.041(e-2)
[244] Tex. Tax Code §5.041(e-2)
[245] Tex. Tax Code §5.041(e-2)
[246] Tex. Tax Code §§5.041(e-3) and 6.42(c)
[247] Tex. Tax Code §5.041(c) and (e-3)
[248] Tex. Tax Code §5.041(g)
[249] Tex. Tax Code §5.041(a) and (f)
[250] Tex. Tax Code §5.041(a)(4)

Organization



The local administrative judge selects a chair and secretary from among the ARB members.[251] The judge is encouraged to select an ARB chair who has a background in law and property appraisal.[252] The ARB meets at any time at the call of the chair or as provided for by ARB rule.[253] The ARB must meet to examine the appraisal records within 10 days after the date the chief appraiser submits the records.[254]

The ARB must establish its procedures for hearings.[255] The Comptroller's office has developed model hearing procedures that the ARB is required to follow when developing its hearing procedures.[256]

ARB members are entitled to a per diem for each day the board meets as provided in the CAD budget.[257] ARB members are also entitled to reimbursement for actual and necessary expenses incurred in the performance of their duties as provided in the CAD budget.[258] Auxiliary ARB members are entitled to compensation as provided by the CAD budget, but not per diem or reimbursement of expenses.[259]

Personnel

A CAD may provide clerical assistance to the ARB, including assisting the ARB with the scheduling and arranging of hearings.[260]

The ARB may employ legal counsel as provided by the CAD budget or use the services of the county attorney.[261] An attorney may not serve as ARB legal counsel if within the last year the attorney or a member of the attorney's law firm represented an owner of property in the CAD, a participating taxing unit, or the CAD in certain matters.[262] The prohibition on representing a participating taxing unit or CAD does not apply to a county attorney or an assistant to the county attorney.[263] A CAD may specify in its budget whether the ARB may employ legal counsel or must use the services of the county attorney.[264] A CAD may not require the ARB to employ a specific attorney.[265] If the budget authorizes an ARB attorney, the budget must provide for reasonable compensation.[266] ARB attorneys may not act as advocates in a hearing or proceeding conducted by the ARB; may provide advice to the ARB or ARB panel during a hearing or proceeding; and are required to make certain disclosures regarding relevant legal authority in the controlling jurisdiction known to the attorney and not disclosed by the parties and regarding a material fact that may assist the ARB or panel in making an informed decision regardless of whether the fact is adverse to the position of a party.[267]

An ARB may retain an appraiser certified by the Texas Appraiser Licensing and Certification Board to instruct ARB members on valuation methodology if the CAD provides for the instruction in the CAD budget.[268]

Ex Parte Communications with an ARB Member

An ARB member commits a Class A misdemeanor offense if the member communicates with the chief appraiser, CAD employee or a member of the CAD board of directors for which the ARB is established in violation of Tax Code Section 41.66(f).[269]

A chief appraiser or another CAD employee, a member of a board of directors, a property tax consultant or attorney representing a party to an ARB proceeding commits a Class A misdemeanor offense if the person communicates with a ARB member established for the CAD with the intent to influence a decision by an ARB member in the member's capacity as an ARB member.[270]

[251] Tex. Tax Code §6.42(a)
[252] Tex. Tax Code §6.42(a)
[253] Tex. Tax Code §6.42(b)
[254] Tex. Tax Code §6.42(b)
[255] Tex. Tax Code §5.103(a)
[256] Tex. Tax Code §5.103(d)
[257] Tex. Tax Code §6.42(c)
[258] Tex. Tax Code §6.42(c)
[259] Tex. Tax Code §6.414(f)
[260] Tex. Tax Code §6.43(f)
[261] Tex. Tax Code §6.43(a)
[262] Tex. Tax Code §6.43(b)
[263] Tex. Tax Code §6.43(c)
[264] Tex. Tax Code §6.43(e)
[265] Tex. Tax Code §6.43(e)
[266] Tex. Tax Code §6.43(e)
[267] Tex. Tax Code §6.43(d)
[268] Tex. Tax Code §5.041(h)
[269] Tex. Tax Code §6.411(a) and (d)
[270] Tex. Tax Code §6.411(b)

These ex parte communication provisions do not apply to communications between an ARB and its legal counsel.[271] The provisions also do not apply to communications between an ARB member and the chief appraiser, a CAD employee, a member of the board of directors, a property tax consultant or an attorney representing a party to a proceeding before the ARB:

1. during a protest hearing or other ARB proceeding;
2. that constitute social conversation;
3. that are specifically limited to and involve administrative, clerical or logistical matters related to the scheduling and operation of hearings, the processing of documents, the issuance of orders, notices and subpoenas and the operation, appointment, composition or attendance at training of the ARB; or
4. that are necessary and appropriate to enable the CAD board of directors to determine whether to appoint, reappoint or remove a person as an ARB member, chair or secretary.[272]

In counties with a population of 120,000 or more, a chief appraiser, a CAD employee, a member of the board of directors, a property tax consultant or an agent of a property owner commits a Class A misdemeanor offense if the person communicates with the local administrative district judge regarding the appointment of ARB members.

This provision does not apply to communications with the local administrative district judge by:

- an ARB member regarding the member's reappointment to the ARB;
- a taxpayer liaison officer in the course of performing the officer's clerical duties;
- a chief appraiser, CAD employee, ARB member or member of the board of directors regarding applications and appointment information, including criminal histories, and removal of an ARB member; or
- a taxpayer liaison officer regarding communications with a consultant, property owner or agent regarding removal of an ARB member.[273]

ARB Member Removal

A member may be removed from the ARB by a majority vote of the board of directors or by the local administrative district court judge or the judge's designee.[274] Grounds for removal include a violation of:

- Tax Code Section 6.412 (restrictions on eligibility of ARB member);
- Tax Code Section 6.413 (interest in certain contracts prohibited);
- Tax Code Section 41.66(f) (communication outside a hearing or proceeding); or
- Tax Code Section 41.69 (conflict of interest in taxpayer protest).[275]

An ARB member may also be removed for good cause relating to failure to attend ARB meetings or for clear and convincing evidence of repeated bias or misconduct.[276]

[271] Tex. Tax Code §6.411(c)
[272] Tex. Tax Code §6.411(c-1)
[273] Tex. Tax Code §6.41(i)
[274] Tex. Tax Code §6.41(f)
[275] Tex. Tax Code §6.41(f)
[276] Tex. Tax Code §6.41(f)

CAD Financial Affairs

Participating taxing units pay for CAD operations.[277] The board of directors' financial responsibilities include adopting an annual operating budget; selecting a district depository; purchasing and contracting; transferring, constructing and renovating real property; and providing for an independent audit.

CAD Budget

The board of directors is responsible for adopting the budget for the CAD.[278]

Before June 15 each year, the chief appraiser must prepare a proposed budget for CAD operations for the following tax year and submit it to each participating taxing unit and to the board of directors.[279] The budget must list:

- each proposed position, including each position's:
  (a) proposed salary;
  (b) all proposed benefits;
- each proposed capital expenditure; and
- an estimate of the amount of the budget that will be allocated to each taxing unit.[280]

Other items commonly included in the budget are:

- contract payments for services;
- reimbursement for reasonable and necessary CAD board expenses;
- per diem and actual expense reimbursement for ARB members;
- compensation for general counsel to the board of directors or ARB legal counsel, or both;
- reimbursement of CAD office staff for reasonable and necessary expenses;
- payment of tuition and fees incurred for courses or educational programs;
- funds for ARB proceedings and operations; and
- other items necessary for CAD operations.

A CAD is required to reimburse a CAD employee for all actual and necessary expenses, tuition and other fees and costs of materials incurred in attending, with approval of the chief appraiser, a course or training program sponsored or approved by TDLR.[281]

If a CAD performs collection or assessment services, the Interlocal Cooperation Act requires an interlocal payment be in an amount that fairly compensates the performing party for the services or functions performed under the contract.[282] A 2003 Attorney General's opinion concludes that a CAD budget may only allocate the costs of operating the CAD for its appraisal purposes and the costs of tax assessment or collection are not allocated to all taxing units regardless of whether a taxing unit has contracted with a CAD for assessment or collection services.[283]

Public Notice of Budget Hearing



The board of directors must hold a public hearing to consider the budget.[284] Not later than the 10th day before the hearing, the board of director's secretary must deliver a written notice of the date, time and place of the hearing to each participating taxing unit in the CAD.[285]

Within the same timeframe, the chief appraiser is required to publish a notice of the public hearing in a newspaper having

[277] Tex. Tax Code §6.062(c)
[278] Tex. Tax Code §6.06(b)
[279] Tex. Tax Code §6.06(a)
[280] Tex. Tax Code §6.06(a)
[281] Tex. Tax Code §5.04(b)
[282] Tex. Gov't Code §791.011(e)
[283] Tex. Att'y Gen. Op. GA-0030 (2003)
[284] Tex. Tax Code §6.06(b)
[285] Tex. Tax Code §6.06(b)

general circulation in the county.[286] The newspaper notice may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper and may not be published in the part of the paper in which legal notices and classified advertisements appear.[287] This notice must have the time, date, and place of the public hearing; specified summary of the proposed budget; notice that the CAD is supported solely from local taxing units; and a prescribed notice that the budget will automatically take effect unless disapproved by certain taxing units and a copy of the budget is available for public inspection at these taxing units.[288] In addition to the statutorily required items in the notice, Comptroller Rule 9.3048 requires the notice to provide the number of employees compensated in the budget in terms of full-time equivalent employees and that the notice contains the name, address and telephone number of the CAD.

Budget Adoption

The board of directors must approve a budget before Sept. 15.[289]

If a majority of the voting taxing units adopt and file resolutions disapproving a budget within 30 days after its adoption, the budget does not take effect.[290] The board must adopt a new budget within 30 days of disapproval.[291]

The board may amend the approved budget at any time.[292] The secretary of the board must deliver a written copy of a proposed amendment to the each participating taxing unit not later than the 30th day before the date the board acts on it.[293]

Allocating Costs of CAD Operations

Each participating taxing unit pays a share of the CAD budget.[294] The share is based on the proportion of property taxes imposed by the taxing unit to the sum of property taxes imposed by each participating taxing unit in the CAD.[295] The resulting fraction is multiplied by the total dollar amount of the budget.

$$\frac{\text{Taxing Unit's Tax Levy}}{\text{Total Tax Levy of All Taxing Units}} = \text{Taxing Unit's Fractional Share}$$

If a taxing unit participates in two or more CADs, only the taxes imposed in a CAD are used to calculate the taxing unit's cost allocations in that CAD.[296] Tax Code Section 6.06(d) limits the share of the cost of the budget for a taxing unit that has a large tax levy but a smaller number of parcels. This limit applies to a taxing unit that has less than 5 percent of the total number of real property parcels in the CAD while imposing over 25 percent of the total amount of the property taxes in the CAD for the year. In this case, a taxing unit's allocation may not exceed three times the taxing unit's percentage of the total number of parcels appraised by the CAD.[297] For example, a taxing unit has 4 percent of the CAD's parcels but imposes 30 percent of the taxes. The budget share may not exceed 3 times 4 percent, or 12 percent. If there was no limitation, the budget share would be 30 percent.

For a newly formed taxing unit or a taxing unit that did not impose taxes in the preceding year, the taxing unit is allocated a portion of the budget and the amount of taxes the taxing unit imposes in the current year is used to calculate its allocation.[298] The board of directors and the taxing unit may agree to an estimate of the amount of taxes that will be imposed for the current year.[299] After the amount of taxes to be imposed is known, payments are adjusted to reflect the imposed amount.[300]

Each taxing unit must pay its allocation in four equal payments at the end of each calendar quarter unless a taxing unit's governing body and the chief appraiser agree on a different method of payment.[301] The first payment must be made before Jan. 1 of the year in which the budget takes effect.[302] If a payment is not paid on the due date, it incurs a 5 percent penalty and an annual interest rate of 10 percent.[303] For good cause shown, the board of directors may waive the penalty and interest on a delinquent payment.[304]

[286] Tex. Tax Code §6.062(a)
[287] Tex. Tax Code §6.062(a)
[288] Tex. Tax Code §6.062(b) and (c)
[289] Tex. Tax Code §6.06(b)
[290] Tex. Tax Code §6.06(b)
[291] Tex. Tax Code §6.06(b)
[292] Tex. Tax Code §6.06(c)
[293] Tex. Tax Code §6.06(c)
[294] Tex. Tax Code §6.06(d)
[295] Tex. Tax Code §6.06(d)
[296] Tex. Tax Code §6.06(d)
[297] Tex. Tax Code §6.06(d)
[298] Tex. Tax Code §6.06(h)
[299] Tex. Tax Code §6.06(h)
[300] Tex. Tax Code §6.06(h)
[301] Tex. Tax Code §6.06(e)
[302] Tex. Tax Code §6.06(e)
[303] Tex. Tax Code §6.06(e)
[304] Tex. Tax Code §6.06(k)

Different Fiscal Year and Method of Financing

A CAD's fiscal year is the calendar year.[305] A different fiscal year may be designated by three-fourths of voting taxing adopting resolutions.[306] If the fiscal year is changed, the deadlines for the chief appraiser proposing and the board of directors adopting the budget and the deadline for the first allocation payment are specified deadlines before the first day of the changed fiscal year.[307] The allocation of the budget is based on the amount of property taxes imposed by each participating taxing unit in the most recent tax year preceding the changed fiscal year.[308]

The board of directors or the taxing units participating in the CAD may prescribe a different method of allocating the costs of operating the CAD.[309]

To change the method of financing, the board of directors must adopt a resolution and deliver it to each taxing unit participating in the CAD after June 15 and before Aug. 15.[310] The financing does not change if the governing body of any participating taxing unit adopts a resolution opposing the different method, and files it with the board of directors before Sept. 1.[311] If a board proposal is rejected, the board must provide written notification to each participating taxing unit before Sept. 15.[312]

The participating taxing units in a CAD may adopt a different allocation method if three-fourths of the voting taxing units adopt resolutions providing for the other method.[313] This adoption is not valid if it requires any taxing unit to pay a greater proportion of the CAD's costs than the taxing unit would pay otherwise without the consent of that taxing unit.[314]

A resolution changing the allocation method is ineffective if an official copy is not filed with the chief appraiser after April 30 and before May 15.[315] A change in allocation remains in effect until changed or rescinded by resolution of a majority of the governing bodies of voting taxing units.[316]

Designation of District Depository

The board of directors must designate a depository for payments to be deposited.[317] A CAD depository must be a banking corporation incorporated under Texas law or the United States or a Texas savings and loan association whose deposits are insured by the Federal Savings and Loan Insurance Corporation (FSLIC).[318] To the extent that funds in the depository are not insured by the Federal Deposit Insurance Corporation or the FSLIC, the funds must be secured in the manner provided by law for the security of funds of counties.[319]

The board of directors must designate as the district depository the financial institution or institutions that offer the most favorable terms and conditions for the handling of the CAD's funds.[320] The board must solicit bids to be designated as depository for the CAD.[321] After a depository is designated, the depository must serve for a term of two years and until its successor is designated and has qualified.[322] The board and the depository may agree to extend a depository contract for one additional two-year period.[323]

Consult legal counsel regarding the applicability of Local Government Code Chapter 116 concerning county depositories.

District's funds may be disbursed only by a written check, draft or order signed by the chair and secretary of the board.[324] The board by resolution may authorize the chief appraiser to disburse funds.[325]

Purchasing and Contracting

A CAD is subject to the same requirements and has the same purchasing and contracting authority as a municipality under

[305] Tex. Tax Code §6.06(i)
[306] Tex. Tax Code §6.06(i)
[307] Tex. Tax Code §6.06(i)
[308] Tex. Tax Code §6.06(i)
[309] Tex. Tax Code §6.061(a) and (b)
[310] Tex. Tax Code §6.061(a)
[311] Tex. Tax Code §6.061(a)
[312] Tex. Tax Code §6.061(a)
[313] Tex. Tax Code §6.061(b)
[314] Tex. Tax Code §6.061(b)
[315] Tex. Tax Code §6.061(c)
[316] Tex. Tax Code §6.061(e)
[317] Tex. Tax Code §6.06(f)
[318] Tex. Tax Code §6.09(a)
[319] Tex. Tax Code §6.09(d)
[320] Tex. Tax Code §6.09(b)
[321] Tex. Tax Code §6.09(c)
[322] Tex. Tax Code §6.09(c)
[323] Tex. Tax Code §6.09(c)
[324] Tex. Tax Code §6.06(f)
[325] Tex. Tax Code §6.06(f)

Local Government Code Chapter 252.[326] Local Government Code Section 252.061 provides for an injunction if a contract is made without complying with Local Government Code Chapter 252 and any resident of the CAD may seek an injunction under that section.[327]



Local Government Code Sections 252.062 and 252.063 provide for criminal penalties for municipal officers and employees violating competitive bidding requirements and the removal of those individuals. These provisions apply to a CAD officer or employee in the same manner those sections apply to a municipal officer or employee.[328]

The Public Property Finance Act (Local Government Code Chapter 271) and the Interlocal Cooperation Act (Government Code Chapter 791) should also be reviewed. Consult with an attorney about bidding procedures, purchasing and contracts.

Financial Audit

At least once each year, the board of directors must have an audit prepared by an independent certified public accountant or a firm of independent certified public accountants.[329] A copy of the report must be delivered to each voting taxing unit.[330] A reasonable number of copies of the report must be available for inspection at the CAD office and the report is a public record.[331]

Other Financial Affairs

The board of directors and the chief appraiser also handle other financial details. Issues you may want to discuss with your attorney include the application of the Public Funds Investment Act in Government Code Chapter 2256 to local governments, including political subdivisions; the application of Government Code Chapter 2253 to governmental entities in regards to public work contracts; sales tax; reporting to the Internal Revenue Service; purchase of insurance; retirement program participation, etc.

[326] Tex. Tax Code §6.11(a)
[327] Tex. Tax Code §6.11(b)
[328] Tex. Tax Code §6.11(b)
[329] Tex. Tax Code §6.063(a)
[330] Tex. Tax Code §6.063(b)
[331] Tex. Tax Code §6.063(b)

Taxpayer Assistance

The International Association of Assessing Officer's (IAAO) publication *Standard on Public Relations* provides that "public relations program should be an integral part of every assessment office's work. A public relations program describes what the office does as well as how, why and for whom its services are provided. An effective public relations program results in more accurate and thorough coverage from the media and a better-informed constituency."[332] Some of the topics in these standards include developing a written public relations program (including having a public relations officer) and a procedural manual, public records, printed information and correspondence, value notices, special-purpose messages, forms and questionnaires, annual reports, media contacts, speaking engagements, contact with other public officials, appeals process, public education and the Internet.[333]

Reasonable Access

One of the board's required taxpayer assistance duties is to develop and implement policies that provide the public with reasonable opportunity to appear before the board to speak on any issue under the board's jurisdiction.[334] Reasonable time must be provided at each board of directors meeting for public comment on CAD and ARB policies and procedures and a report from the taxpayer liaison officer if required.[335]

The board must prepare and maintain a written plan that describes how a non-English speaker or an individual with a physical, mental or developmental disability may be provided reasonable access to the board.[336]

[332] IAAO, *Standard on Public Relations*, (July 2011), p. 5. www.iaao.org/media/standards/Standard_on_Public_Relations.pdf (Last visited Dec. 27, 2017)

[333] This is only a selection of some of the topics covered in the standards. For the full text of the standards please see the IAAO's *Standard on Public Relations* at www.iaao.org/media/standards/Standard_on_Public_Relations.pdf

[334] Tex. Tax Code §6.04(d)

[335] Tex. Tax Code §6.04(d)

[336] Tex. Tax Code §6.04(e)

Other General Access Issues

Issues the board should or may address, depending on factors such as whether legal requirements exist, include:

- Evaluation of buildings for accessibility to those who individuals who are physically impaired as required by state or federal law;
- Parking accommodations for persons with disabilities;
- Allowance for attendant animals in offices;
- Providing information in different types of media;
- Providing a sign-language interpreter;
- Providing translator services; and
- Providing information in different languages. Certain Spanish resources can be found on the Comptroller's website at comptroller.texas.gov/taxes/property-tax/.

Complaint Process

The board of directors must prepare a description of the board's functions and the board's procedures for filing and resolving complaints.[337] The board must make this information available to the public and the appropriate taxing jurisdictions.[338] If a written complaint is filed with the board and the board has authority to resolve it, the board must provide notice of the complaint status to the parties to the complaint unless this notice would jeopardize an undercover investigation.[339] The notice must be provided at least quarterly and until final disposition of the complaint.[340] In certain counties, the taxpayer liaison officer must report at each board of directors meeting on the status of all comments and suggestions received and all complaints filed with the board of directors.[341]

[337] Tex. Tax Code §6.04(f)

[338] Tex. Tax Code §6.04(f)

[339] Tex. Tax Code §6.04(g)

[340] Tex. Tax Code §6.04(g)

[341] Tex. Tax Code §6.052(c)

Taxpayer Liaison Officer

In counties with a population of 120,000 or more, the board of directors must appoint a taxpayer liaison officer.[342] The taxpayer liaison officer administers public access functions; provides information and materials to the public; resolves disputes that do not involve matters that may be protested under Tax Code Section 41.41; receives, compiles and forwards complaints, comments and suggestions concerning ARB matters to the Comptroller's office; and delivers ARB applications received and provides clerical assistance to the local administrative district judge as part of the ARB selection process.[343] The taxpayer liaison officer serves at the pleasure of the board of directors.[344]

The chief appraiser or any other person who performs legal or appraisal services for the CAD for compensation is not eligible to be the taxpayer liaison officer.[345] The taxpayer liaison officer is entitled to compensation as provided by the budget adopted by the board of directors.[346]

The taxpayer liaison officer must administer the public access functions required by Tax Code Sections 6.04(d), (e) and (f) which include allowing the public to speak before the board of directors; preparing and maintaining a written plan on reasonable access to the board for those who do not speak English or who have physical, mental or developmental disabilities; and preparing information describing the functions of the board and the complaint process.[347]

The taxpayer liaison officer provides information and materials designed to assist property owners in understanding the appraisal process, protest procedures, procedures for filing comments, suggestions or complaints and related matters.[348] The taxpayer liaison officer is required to provide comments and suggestions to the Comptroller's office concerning ARBs.[349]

[342] Tex. Tax Code §6.052(a)
[343] Tex. Tax Code §6.052(a)
[344] Tex. Tax Code §6.052(a)
[345] Tex. Tax Code §6.052(e)
[346] Tex. Tax Code §6.052(d)
[347] Tex. Tax Code §6.04(d), (e) and (f) and 6.052(a)
[348] Tex. Tax Code §6.052(b)
[349] Tex. Tax Code §6.052(b)

Public Information Act

Public information is information that is written, produced, collected, assembled or maintained by or for a governmental entity in connection with the transaction of official business, including electronic communications related to official business, that are created, transmitted, received or maintained on any device.[350] Public information is available to the public at a minimum during the normal business hours of the governmental body.[351] Certain information is excepted from public information requirements including information considered to be confidential by law, either constitutional or statutory, or by judicial decision.[352]

One example of confidential information specifically related to CADs is information relating to real property sales prices, descriptions, characteristics and other related information received from a private entity by the Comptroller's office or the chief appraiser of a CAD under Tax Code Chapter 6.[353] This information is confidential, may only be requested by certain people in specified circumstances, remains confidential by persons who obtain it and may not be disclosed except as provided.[354] This information is confidential if the information, item of information or comparable sales data relates to real property that is located in a county having a population of more than 50,000.[355]

After receiving a request for public information, the public information officer must promptly produce public information for inspection, duplication, or both.[356] The public information officer must provide the public information for inspection or duplication in the offices of the governmental body or send copies if the person requesting the information requests copies and pays the postage and any other applicable charges.[357] If the information is unavailable because it is in active use or storage, the officer for public information must certify this fact in writing to the requestor and set a date and hour within a reasonable time when the information will be available for inspection or duplication.[358]

The charge for providing a copy of public information must be an amount that reasonably includes all related costs to reproducing the information.[359] If a request is for 50 pages or less, the charge may not include materials, labor or overhead costs.[360] Charges for these requests must be limited to a charge for each page unless the pages to be photocopied are located in two or more separate buildings that are not physically connected with each other or located in a remote storage facility.[361]

The Office of the Attorney General must adopt rules that determine what governmental bodies charge for providing copies of public information.[362] Each governmental body must use these rules to determine charges for providing copies of public information and to determine the charge, deposit or bond required for making public information that exists in a paper record available for inspection, except to the extent as provided otherwise by law.[363] Attorney General rules regarding charges for public information and other related information can be found at texasattorneygeneral.gov/open-government/governmental-bodies/charges-public-information.

If an officer for public information cannot produce public information for inspection or duplication within 10 business days after the request, the officer must certify that fact in writing to the requestor and set a date and hour within a reasonable time when the information will be available.[364]

[350] Tex. Gov't Code §552.002(a)
[351] Tex. Gov't Code §552.021
[352] Tex. Gov't Code §552.101
[353] Tex. Gov't Code §552.149(a)
[354] Tex. Gov't Code §552.149
[355] Tex. Gov't Code §552.149(e)
[356] Tex. Gov't Code §552.221(a)
[357] Tex. Gov't Code §552.221(b)
[358] Tex. Gov't Code §552.221(c)
[359] Tex. Gov't Code §552.261(a)
[360] Tex. Gov't Code §552.261(a)
[361] Tex. Gov't Code §552.261(a)
[362] Tex. Gov't Code §552.262(a)
[363] Tex. Gov't Code §552.262(a)
[364] Tex. Gov't Code §552.221(d)

If a governmental body wishes to withhold information from public disclosure, it must ask for an Attorney General's decision within 10 business days after the day of receiving the open records request.[365] A decision is not required if there has been a previous determination that addresses the exact information.[366] Within a reasonable time but not later than the 10th business day after the date of receiving the written request, a governmental body that asks for a decision must provide the requestor with a written statement that the governmental body wishes to withhold the requested information and has asked for an Attorney General's decision and a copy of the governmental body's written communication to the Attorney General as required.[367]

An officer for public information must prominently display an Attorney General prescribed sign that contains basic information about the rights of a requestor, the responsibilities of a governmental body and the procedures for inspecting or obtaining a copy of public information.[368] The sign must be displayed at one or more places in the governmental body's administrative offices where it is plainly visible to members of the public and employees of the governmental body whose duties include receiving or responding to requests.[369]

Public officials must complete a one- to two-hour training course on the responsibilities of the governmental body with which the official serves and its officers and employees under the Public Information Act.[370] The training must be completed not later than the 90th day after the date the public official takes the oath of office or otherwise assumes the duties as a public official.[371] A public official may designate a public information coordinator to satisfy the training requirements for the public official if the public information coordinator is primarily responsible for administering the responsibilities of the public official or governmental body under the Public Information Act.[372]

A requestor or the Attorney General's office may file suit to compel a governmental body to make information available for public inspection.[373] A person who claims to be a victim of



a violation the Public Information Act can file a complaint with the district or county attorney of the county in which the governmental body is located.[374] Before the 31st day after the date a complaint is filed, the district or county attorney must determine whether the violation alleged in the complaint was committed, whether to bring an action against the governmental body and notify the complainant of those determinations.[375] A claimant is entitled to file a complaint with the attorney general's office on or after the 90th day after filing it with the district or county attorney.[376] An official may only file an action if the governmental body does not cure the violation after three days of an official providing written notification to the governmental body that the alleged violation of the Act was committed.[377]

The Public Information Act has three types of violations of the Act that carry criminal penalties. The failure to give access to public information is a misdemeanor with a fine of up to $1,000, six months in jail or both; this is also considered official misconduct and a public official can be removed from office.[378] These same penalties apply to the distribution of information that is confidential under the Act.[379] The third violation is if a person willfully destroys, mutilates, removes without permission or alters public information.[380] This misdemeanor offense is punishable by a fine of not less than $25 or more than $4,000, county jail time from three days to not more than three months or both.[381]

Questions regarding the applicability or interpretation of the Public Information Act should be directed to legal counsel.

For more information on the Public Information Act, call the Office of the Attorney General's Open Government Hotline toll-free at 877-673-6839 or see the Office of the Attorney General's *Public Information Handbook* at texasattorney general.gov/publicinfo_hb.pdf.

[365] Tex. Gov't Code §552.301(a) and (b)
[366] Tex. Gov't Code §552.301(a)
[367] Tex. Gov't Code §552.301(d)
[368] Tex. Gov't Code §552.205(a)
[369] Tex. Gov't Code §552.205(a)
[370] Tex. Gov't Code §552.012(b)
[371] Tex. Gov't Code §552.012(b)
[372] Tex. Gov't Code §552.012(c)
[373] Tex. Gov't Code §552.321
[374] Tex. Gov't Code §552.3215(e)
[375] Tex. Gov't Code §552.3215(g)
[376] Tex. Gov't Code §552.3215(i)
[377] Tex. Gov't Code §552.3215(j)
[378] Tex. Gov't Code §552.353
[379] Tex. Gov't Code §552.352
[380] Tex. Gov't Code §552.351
[381] Tex. Gov't Code §552.351

Open Meetings Act

The Open Meetings Act requires every regular, special or called meeting of a governmental body to be open to the public, except as provided.[382] The Open Meetings Act applies any time a quorum of a governmental body meets as provided under Government Code Section 551.001(4).[383] Members may attend social occasions, workshops, ceremonial events, press conferences and candidate forums, appearances or debates without violating the law, provided formal action is not taken and any discussion of public business is incidental.[384]

If a governmental body takes an action in violation of the Open Meetings Act, then that action is voidable.[385] Violation of the Open Meetings Act is a misdemeanor offense.[386] A member commits a misdemeanor offense if the member or group of members knowingly conspires to circumvent the Open Meetings Act by meeting in numbers less than a quorum for the purpose of secret deliberations in violation of the Open Meetings Act.[387]

A governmental body must give written notice of the date, hour, place and subject of each meeting.[388] The Open Meetings Act requires the posting of notices within certain time periods.[389] It provides for posting meeting notices or adding agenda items for an already posted meeting when there is an emergency or when there is an urgent public necessity.[390] The Open Meetings Act should be consulted regarding the place, content and the deadlines of postings.

For each meeting, a governmental body must prepare and keep minutes or make a recording.[391] The minutes must state the subject of each deliberation and indicate each vote, order, decision or other action taken.[392] These minutes and recordings of an open meeting are public records and must be available for public inspection and copying on request.[393]

In an open meeting, a person in attendance may make an audio or visual recording of all or any part of the governmental body meeting.[394] A governmental body may adopt reasonable rules to maintain order at a meeting, but the rules may not prevent or unreasonably impair a person from exercising the right to record the meeting.[395] These rules may relate to the location of recording equipment and the manner in which the recording is conducted.[396]

The Open Meetings Act provides exceptions to the requirement that meetings of a governmental body be open to the public and sets forth procedures relating to closed meetings.[397] If there is a closed meeting, a governmental body must first convene in an open meeting with a quorum and follow certain procedures.[398] A governmental body may not vote, make a decision or take a final action in a closed meeting.[399] For each closed meeting, a governmental body must keep either a certified agenda or make a recording of the meeting, except for private consultations with the governmental body's attorney.[400] The certified agenda or recording of a closed meeting must be preserved for at least two years after the date of the

[382] Tex. Gov't Code §551.002
[383] Tex. Gov't Code §551.001(4)
[384] Tex. Gov't Code §551.001(4)
[385] Tex. Gov't Code §551.141
[386] Tex. Gov't Code Chapter 551
[387] Tex. Gov't Code §551.143(a)
[388] Tex. Gov't Code §551.041
[389] Tex. Gov't Code Chapter 551, Subchapter C
[390] Tex. Gov't Code §551.045
[391] Tex. Gov't Code §551.021(a)
[392] Tex. Gov't Code §551.021(b)
[393] Tex. Gov't Code §551.022
[394] Tex. Gov't Code §551.023
[395] Tex. Gov't Code §551.023
[396] Tex. Gov't Code §551.023
[397] Tex. Gov't Code Chapter 551, Subchapters D and E
[398] Tex. Gov't Code §551.101
[399] Tex. Gov't Code §551.102
[400] Tex. Gov't Code §551.103

meeting or during any period in which litigation is pending regarding that meeting.[401] A district court may order that a certified agenda or recording of a closed meeting be available for public inspection.[402]

In part, some of the exceptions in the Open Meetings Act include certain meetings with the governmental body's attorney and meetings regarding personnel matters or real property deliberations. A governmental body may hold a closed meeting to seek the advice of its attorney about pending or contemplated litigation, a settlement offer or on a matter which requires the attorney to meet in a closed session to comply with the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas.[403] Otherwise, a governmental body may not conduct a private consultation with its attorney.[404] A closed meeting may be held to deliberate the purchase, exchange, lease or value of real property if an open meeting deliberation would have a detrimental effect on negotiations for the governmental body.[405] The Open Meetings Act does not require an open meeting to deliberate on certain personnel matters of a public officer or employee, including the deliberation of the appointment, employment, evaluation, reassignment, duties, discipline or dismissal; or to hear a complaint or charge against an officer or employee.[406]

Each elected or appointed public official of a governmental body subject to the Open Meetings Act must complete a training course.[407] The official is required to complete a training course not later than the 90th day after taking the oath of office or otherwise assumes the duties as a public official.[408] The Office of the Attorney General must ensure that the training is available.[409] For more information regarding training by the Office of the Attorney General please see texasattorneygeneral.gov/og/open-government-training.

A governmental body must maintain and make available for public inspection the record of its members' completion of the training.[410] The failure of one or more members of a governmental body to complete the required training does not affect the validity of an action taken by the governmental body.[411]

Boards of directors should seek legal advice regarding the applicability of the Open Meetings Act to board meetings. For more information on the Open Meetings Act, call the Office of the Attorney General's Open Government Hotline toll-free at 1-877-673-6839 or see the Office of the Attorney General's *Open Meetings Act Handbook* at texasattorneygeneral.gov/sites/default/files/files/divisions/open-government/openmeetings_hb.pdf.

[401] Tex. Gov't Code §551.104(a)
[402] Tex. Gov't Code §551.104(b) and (c)
[403] Tex. Gov't Code §551.071
[404] Tex. Gov't Code §551.071
[405] Tex. Gov't Code §551.072
[406] Tex. Gov't Code §551.074(a)
[407] Tex. Gov't Code §551.005(a)
[408] Tex. Gov't Code §551.005(a)
[409] Tex. Gov't Code §551.005(b)
[410] Tex. Gov't Code §551.005(c)
[411] Tex. Gov't Code §551.005(f)

CAD Operations

Each CAD *must* establish an office located in the county for which the appraisal district is established and a CAD may establish branch offices outside the county.[412] A board of directors may contract with another CAD or with a taxing unit in the district to perform the duties of the appraisal district office for the CAD.[413]

Ownership or Lease of Real Property

The board of directors may purchase or lease real property and may construct improvements as necessary to establish and operate the CAD office or a branch office.[414]



For a CAD to acquire or convey real property or construct or renovate a building or other improvement, three-fourths of the voting taxing units must approve.[415] The board of directors by resolution may propose a property transaction or other action that requires approval of the taxing units.[416] The chief appraiser must notify each taxing unit entitled to vote on the proposal by delivering a copy of the board's resolution, together with information showing the costs of other available alternatives to the proposal.[417] On or before the 30th day after the date a taxing unit receives notice of a proposal, the governing body of the taxing unit by resolution may approve or disapprove the proposal.[418] If a governing body fails to act by that time or fails to file its resolution with the chief appraiser on or before the 10th day after that 30th day, the proposal is treated as if it were disapproved.[419]

If a conveyance of real property owned by the CAD is approved, the board of directors may convey the real property and the proceeds are credited to each participating taxing unit in proportion to the taxing unit's allocation of the budget in the year in which the transaction occurs.[420]

Technological Capabilities

The Tax Code requires CADs to electronically furnish certain material or communicate electronically in specific circumstances; CADs need to have the technological capabilities to fulfill these requirements.

When a property owner is required by the Tax Code to use a form, the office or agency with which the form is filed must make printed and electronic versions of the forms readily and timely available and must furnish a property owner a form without charge.[421]

A chief appraiser may enter into agreements with any property owner or a person designated by the property owner for the electronic delivery of any notice, rendition, application form, completed application, or requested information.[422]

Property owners whose property is included in 25 or more accounts in a CAD with a population of more than 200,000 can request to enter into an agreement to receive notices of appraised value in electronic format.[423] The chief appraiser is required to enter into an agreement for that purpose if requested by this type of property owner and must deliver the notice in accordance with the electronic medium, format, content, and method prescribed by the Comptroller's office.[424]

[412] Tex. Tax Code §6.05(a)
[413] Tex. Tax Code §6.05(b)
[414] Tex. Tax Code §6.051(a)
[415] Tex. Tax Code §6.051(b)
[416] Tex. Tax Code §6.051(b)
[417] Tex. Tax Code §6.051(b)
[418] Tex. Tax Code §6.051(b)
[419] Tex. Tax Code §6.051(b)
[420] Tex. Tax Code §6.051(c)
[421] Tex. Tax Code §1.09
[422] Tex. Tax Code §1.085(a) and (b)
[423] Tex. Tax Code §1.085(g)
[424] Tex. Tax Code §1.085(g)

In counties with more than 200,000 population and in counties that have implemented systems that allow electronic communications, the chief appraiser is required to notify property owners of the availability of electronic communications along with the necessary agreement forms.[425]

CADs that are in a county with a population of 500,000 or more must implement a system that allows the designation of a property tax agent to be signed and filed electronically.[426]

CADs must implement a system that allows a residence homestead owner to electronically:

1. file a notice of protest with the ARB regarding the determination of appraised value or unequal appraisal;
2. receive and review comparable sales data and other evidence that the chief appraiser intends to use at the protest hearing before the board;
3. receive, as applicable, a notice from the CAD that a settlement offer will not be made or receive a settlement offer from the CAD to correct the appraisal records by changing the market value and, if applicable, the appraised value of the property to the value as redetermined by the CAD; or
4. accept or reject a CAD settlement offer.[427]

This requirement applies to counties that maintain Internet websites (mandatory for counties with populations of 500,000 or more).[428]

CADs should work with the Comptroller's office to ensure Internet compatibility.

Records System

Tax Code Section 5.07 and Comptroller Rule 9.3003 require offices appraising property to develop and maintain tax records system. Any of the required information may be maintained electronically rather than in physical documents. Such a system must include the following:

- appraisal cards;
- maps;
- rendition forms;
- report of decreased value forms;
- appraisal records of all property;
- tax roll of any taxing unit for whom the appraisal district assesses or collects;
- delinquent tax roll of any taxing unit for whom the office collects;
- alphabetical index;
- partial exemption lists;
- absolute exemption lists; and
- lists of properties receiving appraisal as open-space land; agricultural use; timber use; recreational, park and scenic land; and public access airports.

Appraisal Records of All Property

Provisions in Tax Code Chapter 25 and Comptroller Rule 9.3004 requires all CAD offices to develop and maintain appraisal records of all property. These records must be two lists: one for real property and one list for personal property and must contain specified information as applicable. Any required information may be maintained electronically rather in physical documents.

Appraisal Cards

Comptroller Rule 9.3001 requires that all CAD offices that appraise property must develop and maintain a system of appraisal cards for all parcels of real estate which each office is required to appraise. A separate appraisal card must be developed and maintained for each parcel of residential or commercial real estate with specified items of information related to the land and to the improvements on the parcel. Many of these items of information, plus additional specified information, must be on the appraisal card for each parcel of rural or acreage real estate. The appraisal cards may be maintained electronically rather than in physical documents.

Maps

In meeting the chief appraiser's principal responsibility to locate, record and appraise all property in the CAD, a complete set of maps is indispensable. Maps enable appraisers to locate each real property parcel, identify its size and shape and determine its relationship to factors that affect its value. Maps also serve to display market and statistical data, appraisal comparisons and land appraisals.

Comptroller Rule 9.3002 requires all appraisal districts and tax offices appraising property to establish and maintain a system of tax maps covering the entire area of the taxing units

[425] Tex. Tax Code §1.085(h)
[426] Tex. Tax Code §1.111(b)
[427] Tex. Tax Code §41.415(b)
[428] Tex. Tax Code §41.415(a)

for whom each office appraises property. The tax map system must be annually updated to incorporate any new subdivisions or property transfers as indicated by the filing of subdivision plats or deeds with the county clerk's office of the county or counties in which the taxing units for whom each office appraises property are located. Any of the information may be maintained electronically rather than physical documents.

Local Government Records Management

CADs are subject to the preservation, microfilming, destruction and other records disposition provisions of Local Government Code Chapter 203.[429] For additional information about records management and retention, see the Texas State Library and Archives Commission at www.tsl.texas.gov.

[429] Tex. Tax Code §6.13

CAD Personnel

The CAD board of directors may employ a general counsel for the CAD to serve at the will of the board.[430] The general counsel must provide counsel directly to the board and perform other duties and responsibilities as determined by the board.[431] The general counsel is entitled to compensation as provided by the budget adopted by the board.[432]

Through adopting the budget, the board of directors may direct the size and qualifications of staff, as well as set the goals and objectives of the CAD through its personnel. The chief appraiser may employ and compensate professional, clerical and other personnel as provided by the budget, with the exception of a general counsel to the CAD.[433]

A chief appraiser may not employ persons who are related to directors within the second degree by affinity or within the third degree by consanguinity as determined under Government Code Chapter 573.[434] A person commits an offense if the person intentionally or knowingly violates this prohibition; the offense is a misdemeanor punishable by a fine of at least $100 and up to $1,000.[435]

Personnel Policy

IAAO's *Property Appraisal and Assessment Administration* provides general guidance on personnel management, including selection of employees, employee development, compensation, internal communication, motivation and leadership and system issues in management.[436]

Personnel manuals can inform employees about the CAD's goals and objectives, policies, procedures and guidelines to follow in the course of their duties. Manuals should be reviewed and updated on a regular basis. Examples of CAD personnel manuals are at comptroller.texas.gov/taxes/property-tax/personnel-policies/index.php.

Consult legal counsel for advice in preparing personnel policy manuals or handbooks.

Professional Development

According to IAAO's *Standard on Professional Development*, "in-service training and continuing education of assessment personnel are essential parts of an effective program . . . ."[437]

Certain CAD employees register with and attain certification from TDLR. Registrants must pass one or more examinations to be certified and must participate to the extent required by TDLR in continuing education programs to maintain registration.[438] An individual may not serve as a chief appraiser unless the individual has completed chief appraiser training pursuant to Occupations Code Section 1151.164 and Tax Code Section 5.042.[439] This prohibition does not apply to a county TAC who serves as chief appraiser under Tax Code Section 6.05(c).[440] It applies only to a chief appraiser appointed on or after July 1, 2006.[441] Also, a person may serve in a temporary, provisional or interim capacity as chief appraiser for up to one year without completing the required training.[442]

[430] Tex. Tax Code §6.05(j)
[431] Tex. Tax Code §6.05(j)
[432] Tex. Tax Code §6.05(j)
[433] Tex. Tax Code §6.05(d)
[434] Tex. Tax Code §6.05(f)
[435] Tex. Tax Code §6.05(f)
[436] IAAO, *Property Appraisal and Assessment Administration*, (1990), pp. 429 to 439
[437] IAAO, *Standard on Professional Development*, (January 2013), p. 5. www.iaao.org/media/standards/Professional_dev_2013.pdf (Last visited Dec. 29, 2015)
[438] Tex. Occupations Code §§1151.161 and 1151.1581
[439] Tex. Tax Code §5.042(a)
[440] Tex. Tax Code §5.042(c)
[441] Texas H.B. 2382, 79th Leg., Reg. Sess. (2005)
[442] Tex. Tax Code §5.042(b)

Chief appraisers are required to complete at least half of their required continuing education hours in programs devoted to one or more of the topics listed in Occupations Code Section 1151.164(b) and at least two of the hours in ethics specific to maintaining the independence of an appraisal office from political pressure.[443]

A CAD should budget funds to cover necessary training and education expenses. A CAD is required to reimburse a CAD employee for all actual and necessary expenses, tuition and other fees and costs of materials incurred in attending, with approval of the chief appraiser, a course or training program sponsored or approved by TDLR.[444]

[443] Tex. Occupations Code §1151.1581

[444] Tex. Tax Code §5.04(b)

Assessment and Collection Functions

A taxing unit and a commissioner's court may contract with another taxing unit to perform their assessment and collection functions.[445] The Tax Code provides procedures for taxing units to follow to consolidate assessment, collection or assessment and collection functions with a CAD.[446] The CAD may be responsible for these functions for one or more of the CAD's taxing units.

If a CAD does assess, collect or assess and collect, please see Tax Code Subtitle E regarding collections and delinquency.

Interlocal Contracts

The board of directors may enter a contract with a taxing unit or a commissioner's court to collect and assess taxes for that taxing unit or county (with county TAC approval).[447] These contracts are subject to the Interlocal Cooperation Act.[448] The contract may provide for the collecting entity to contract with an attorney to collect delinquent taxes.[449]



If a county contracts to have its taxes assessed and collected by another entity, the contract must require the assessment and collection of all the taxes the county is required to assess and collect except for special inventory taxes assessed and collected under specified provisions.[450] The Attorney General has held that Tax Code Section 6.24 is construed as authorizing a contract to obtain assistance for the county TAC, as opposed to supplanting the TAC.[451]

[445] Tex. Tax Code §6.24(a) and (b)
[446] Tex. Tax Code §6.26
[447] Tex. Tax Code §6.24(a) and (b)
[448] Tex. Tax Code §6.24(a) and (b)
[449] Tex. Tax Code §6.24(d)
[450] Tex. Tax Code §6.24(b) and (c)
[451] Tex. Att'y Gen. Op. JM-833 (1987)

Consolidation Election

Pursuant to Tax Code Section 6.26, qualified voters may petition to consolidate the assessment and collection of property taxes. The Attorney General has held that Tax Code Section 6.26 is unconstitutional insofar as it contravenes the Texas Constitution, VIII, Section 14 and that the Legislature may not authorize the electorate to divest the county TAC of the assessment and collection duties, other than appraisal functions.[452]

Qualified voters residing in a CAD may petition to require an election to determine whether to require the CAD, county TAC or a specified taxing unit within the CAD to assess, collect or assess and collect property taxes on property appraised by the CAD for all taxing units.[453]

If a taxing unit assesses, collects or assesses and collects its own property taxes, the qualified voters of that taxing unit may submit a petition to the governing body of the taxing unit to require an election to determine whether to require the CAD, the county TAC or another taxing unit to assess, collect or assess and collect the taxing unit's property taxes.[454]

For a petition to be valid, it must make certain statements and be signed by a specified amount or percentage of certain qualified voters.[455]

The petition may require the CAD, the county TAC or a specified taxing unit within the CAD to perform the consolidated functions.[456] Neither a CAD nor a taxing unit may be required by an election to assess, collect or assess and collect taxes on property outside the CAD's boundaries.[457]

[452] Tex. Att'y Gen. Op. JM-833 (1987)
[453] Tex. Tax Code §6.26(a)
[454] Tex. Tax Code §6.26(b)
[455] Tex. Tax Code §6.26(c)
[456] Tex. Tax Code §6.26(a)
[457] Tex. Tax Code §6.26(j)

If the commissioner's court or the taxing unit's governing body finds that a petition is valid, it must order an election in the CAD or taxing unit on the next uniform election date prescribed by the Election Code that is more than 60 days after the last day on which it could have acted on the petition.[458]

If a majority of the qualified voters who voted in the election favor the proposition, the CAD, county TAC or specified taxing unit named on the ballot must perform the functions specified by the ballot beginning with the next time property taxes are assessed or collected, as applicable, that is more than 90 days after the date of the election. When the performance of a function begins before that time period, a function may be consolidated if the governing bodies agree, including the CAD board of directors if the CAD is involved.[459]

A consolidation may not be terminated within two years after the consolidation date.[460]

A taxing unit must pay the actual cost of the consolidated functions to the office or entity that performs the functions pursuant to an election.[461] Actual costs have been defined by the Attorney General as those costs that the collecting taxing unit or CAD incurs over and above those it would incur if it were not collecting for another taxing unit.[462]

A taxing unit may require a bond when a CAD collects for the taxing unit.[463] The taxing unit must pay the premium for the bond from its general fund or as provided by intergovernmental contract.[464]

Annual Collection Budget

If a CAD is assessing and collecting, the district should outline the costs in a separate budget.[465] If the CAD performs assessment and collection functions under contract, the budget should be based on the contract. If the CAD collects under an election, the budget should be based on actual costs among the taxing units served.[466] The CAD must allocate costs only to those taxing units for which it performs assessment and collection functions.[467]

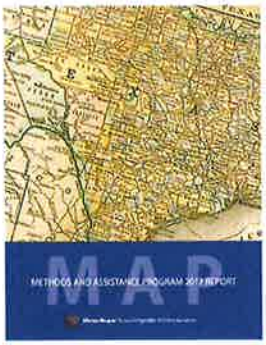
Special items in the annual collection budget could include required bonds, services of a delinquent tax attorney and court fees (if the CAD is handling delinquent collections).

[458] Tex. Tax Code §6.26(e)
[459] Tex. Tax Code §6.26(f)
[460] Tex. Tax Code §6.26(i)
[461] Tex. Tax Code §6.26(g)
[462] Tex. Att'y Gen. Op. JM-996 (1988)
[463] Tex. Tax Code §6.29(b)
[464] Tex. Tax Code §6.29(c)
[465] Tex. Att'y Gen. Op. GA-0030 (2003)
[466] Tex. Att'y Gen. Op. JM-996 (1988)
[467] Tex. Att'y Gen. Op. GA-0030 (2003)

Comptroller Review of CADs

The Comptroller's office provides technical assitstance to local taxing units and taxpayers on property tax issues, but it cannot intervene in local tax matters. The Comptroller's office is required to adopt rules establishing minimum standards for CAD administration and operations and is also required to conduct reviews of CAD operations.[468]

Methods and Assistance Program (MAP)



At least once every two years, PTAD must review each CAD's governance, taxpayer assistance and the operating and appraisal standards, procedures and methodology to determine compliance with generally accepted standards, procedures and methodology.[469] After consultation with the Property Tax Administration Advisory Board, the Comptroller's office by rule may establish procedures and standards for conducting and scoring the review.[470] Comptroller Rule 9.301 provides procedures and standards for the reviews and additional MAP information is available at comptroller.texas.gov/taxes/property-tax/map/index.php.

In conducting the review, the Comptroller's office is entitled to access to all CAD records and reports, to copy or print these materials and to the assistance of the CAD's officers and employees.[471]

At the conclusion of the review, the Comptroller's office must, in writing, notify the CAD of its performance in the review.[472] If there is a finding of non-compliance with generally accepted standards, procedures and methodology, or certain Comptroller-issued manuals, the Comptroller's office must deliver a report that details the findings and recommendations for improvement to the following:

1. the CAD's chief appraiser and board of directors; and
2. the superintendent and board of trustees of each school district participating in the CAD.[473]

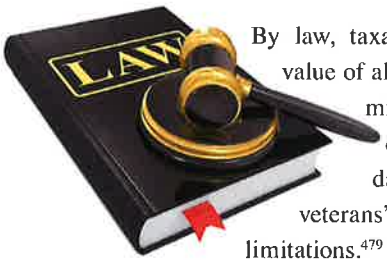
If a CAD fails to comply with the report's recommendations and the Comptroller's office finds that the CAD board of directors failed to take remedial action reasonably designed to ensure substantial compliance with each report recommendation before the first anniversary of the date the report was issued, the Comptroller's office must notify TDLR.[474] TDLR must take action necessary to ensure that the recommendations in the report are implemented as soon as practicable.[475] If TDLR takes action, then before Feb. 1 of the year following the year in which action is taken, TDLR must, with the assistance of the Comptroller's office, determine whether the recommendations in the most recent report have been substantially implemented.[476] TDLR must notify the CAD's chief appraiser and the board of directors in writing of the determination.[477]

Property Value Study (PVS)

Government Code Section 403.302 requires the Comptroller's office to conduct a study to determine the total taxable value of all property in each school district at least once every two years. This study is referred to as the Property Value Study (PVS).

[468] Tex. Tax Code §§5.03, 5.10, 5.102, 5.12 and Tex. Gov't Code §403.302
[469] Tex. Tax Code §6.16(a 1-3)
[470] Tex. Tax Code §5.102(a)
[471] Tex. Tax Code §5.102(b)
[472] Tex. Tax Code §5.102(c)
[473] Tex. Tax Code §5.102(c)
[474] Tex. Tax Code §5.102(d)
[475] Tex. Tax Code §5.102(d)
[476] Tex. Tax Code §5.102(e)
[477] Tex. Tax Code §5.102(e)

The primary purpose of the PVS is to help ensure equitable distribution of state funding for public education. Texas funds public education through state and local funds. Local funding comes from property taxes.[478] The chief appraiser of each CAD determines local property values and school districts set tax rates that determine the amount of local tax revenue. Texas bases state funding, in part, on the total taxable property value within each school district, as determined by the PVS.



By law, taxable value equals the market value of all taxable property in a district, minus certain exemptions and deductions such as state-mandated homestead and disabled veterans' exemptions as well as value limitations.[479] Deductions are made for reinvestment zones, freeport exemptions, productivity appraisal of qualified agricultural lands, the school tax ceiling for homeowners age 65 and older or disabled and other state-mandated exemptions.[480]

To estimate a school district's taxable value, the Government Code requires the Comptroller's office to do the following:

- use generally accepted sampling, standard valuation, statistical compilation and analysis techniques;
- ensure that different levels of appraisal on sold and unsold property do not adversely affect the accuracy of the study and that different levels of appraisal resulting from protests to the ARB on the grounds of market or appraised value or unequal appraisal (Tax Code Sections 41.41(a)(1) or (2)) are appropriately adjusted in the study; and
- test the validity of taxable values and presume that appraisal roll values represent taxable value when local value is determined to be valid.[481]

The Comptroller's office tests the taxable values the CAD assigns to each property category by constructing a statistical margin of error around the estimate of value for selected property categories in each school district.[482] The Comptroller's office considers values valid, or acceptable, when they are within the margin of error.[483] The Comptroller's office considers values outside this margin of error invalid.[484]

If the locally appraised value in a school district (local value) is valid, the Comptroller's office certifies the local value to the Commissioner of Education.[485] If the local value is invalid, the Comptroller's office certifies the state value, unless the school district's value is higher than the acceptable range or the school district is eligible for a grace period (a period during which state law allows local value to be used even though the school district's property values are not at market value).[486]

The Education Code provides how the Commissioner of Education uses the findings of the PVS to determine state aid in school funding.

The secondary purpose of the PVS is to collect data to provide taxpayers, school districts, CADs and the Legislature with measures of CAD performance. Tax Code Section 5.10 requires the Comptroller's office to measure CAD performance at least once every two years and to publish the results. The Comptroller's office measures the level and uniformity of property tax appraisals using data collected in the PVS. The level of appraisal shows whether the CAD has appraised properties at 100 percent of the legally required level—normally the market value. The uniformity of appraisal indicates how much the percentage of market value varies from property to property.

Additional information regarding the PVS is available at: comptroller.texas.gov/taxes/property-tax/index.php.

Performance Audits

The Comptroller's office must perform performance audits of CADs that fail to meet specified standards for two consecutive studies conducted by the Comptroller's office under Tax Code Section 5.10.[487] Existence of any one of the following conditions for two consecutive years triggers an audit:

1. the overall median level of appraisal for all properties in the CAD is less than 0.75 as determined in the Comptroller's study;

[478] Tex. Gov't Code §403.301
[479] Tex. Gov't Code §403.302(d)
[480] Tex. Gov't Code §403.302(d)
[481] Tex. Gov't Code §403.302(b) and (c)
[482] Tex. Gov't Code §403.302(c)
[483] Tex. Gov't Code §403.302(c)
[484] Tex. Gov't Code §403.302(c)
[485] Tex. Gov't Code §403.302(c)
[486] Tex. Gov't Code §§403.302(c) and 403.3011(2)
[487] Tex. Tax Code §5.12(a)

2. the coefficient of dispersion around the median of the overall property sample is greater than 0.30; or
3. the difference between median levels of appraisal for any two property classes is greater than 0.45.[488]

Under certain circumstances, the Comptroller's office must also complete an audit if a majority of participating taxing units or a majority of voting taxing units submit a written request to the Comptroller's office for a performance audit or an audit of only one or more particular matters.[489]

Additionally, owners of at least 10 percent of accounts or parcels of property in a single class can petition for a performance audit (but only if the class makes up at least 5 percent of the total property value in the district).[490] Further, on written request, property owners may request an audit if the owners represent not less than 10 percent of the appraised value of all the property in the CAD belonging to a single class of property if that property class makes up at least 5 percent of the CAD's total property value.[491]

Taxing units and property owners may not request an audit if, for the last two PVS under Tax Code Section 5.10:

1. the overall median of appraisal for all of the CAD's property is more than 0.90 and less than 1.10;
2. the coefficient of dispersion for the overall property sample in the study is less than 0.15; and
3. the difference between the highest and lowest median appraisal levels for the various property classes is less than 0.20.[492]

A request for a CAD performance audit may not be made:

1. during the two years immediately following the publication of the second of two consecutive studies according to which the Comptroller's office is required to conduct an audit of the CAD;
2. during the year immediately following the date the results of an audit of the CAD conducted by the Comptroller's office are reported to the chief appraiser of the CAD; or
3. during a year in which the Comptroller's office is conducting a MAP review of the CAD under Tax Code Section 5.102.[493]

CADs must bear the cost of audits triggered by study results or triggered by a taxing unit request for an audit.[494] The cost of a taxpayer-requested audit is borne by the requesting taxpayers.[495] However, the CAD must reimburse the cost of a taxpayer-requested audit if the audit's results show that the median level of appraisal for a class of property exceeds 1.10 or the median level of appraisal for one class of property varies by at least 10 percent from the overall median level of property in the CAD.[496]

The Comptroller's office must report the results of the audit in writing to the governing body of each participating taxing unit, the chief appraiser and to the presiding officer of the CAD board of directors.[497] If it is a taxpayer-requested audit, the Comptroller's office must also provide a report to a representative of the property owners who requested the audit.[498]

[488] Tex. Tax Code §5.12(a)
[489] Tex. Tax Code §5.12(b)
[490] Tex. Tax Code §5.12(c)
[491] Tex. Tax Code §5.12(c)
[492] Tex. Tax Code §5.12(d)
[493] Tex. Tax Code §5.12(e)
[494] Tex. Tax Code §5.13(g)
[495] Tex. Tax Code §5.13(g)
[496] Tex. Tax Code §5.13(g)
[497] Tex. Tax Code §5.13(f)
[498] Tex. Tax Code §5.13(f)

For more information, visit our website:
comptroller.texas.gov/taxes/property-tax

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Texas Comptroller of Public Accounts
Publication #96-301
May 2020

Meeting Minutes
Special Board Meeting
Thursday, June 10, 2021 5:30 PM Central

Canutillo ISD Administration Office
7965 Artcraft
El Paso, TX 79932

1. GENERAL FUNCTIONS

1.A. Call to Order.
The meeting was called to order at **5:30 pm** by Board President Coronado.

1.B. Roll Call
Trustees Coronado, Hernandez, Mendoza, Payan and Trout were present.
Mr. Rodriguez and Mrs. Searls were absent.
Mrs. Mendoza read a message from Mrs. Searls into the record. *I am very sorry I am unable to make it tonight but hope I will join you for the regular board meeting in June.*

1.C. Trustee Ethical Guidelines
The Trustees reviewed and discussed item 6.4: Commitment to Service (Board Team Operating Procedures): I will seek continuing education that will enhance my ability to fulfill my duties effectively.

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.

Speaker #1: Ms. A. Salazar voiced her concerns regarding the relocation of all school nurses. She expressed her disappointment in administrations inability to understand how valuable the school nurses are to the children and community. She stated nurses were never given the professional courtesy of a call regarding their relocations instead were sent an email.

Speaker #2: Mrs. E. Perez addressed the board regarding her concerns with the lack of COVID funds being released to Canutillo ISD staff. She noted Canutillo residents are paying the highest taxes in El Paso yet there has been no relief for the employees of Canutillo ISD.

Speaker #3: Mr. J.J Joyner Jr. asked that his comments be read into the record. I'd like to ask you to direct the superintendent to find out how many job openings we have in Canutillo Independent School District where the application says bilingual preferred. Mr. Coronado you spoke about "60x30" and I think that is a wonderful idea but I'm telling you here tonight you can teach children all the things you want about being a dental tech, HVAC, whatever you want but if you don't make them biliterate by the time they graduate high school they will not get those high paying jobs. They will not be employable and you can go to any business in town and ask them. We are letting our children down. We need a different strand than the dual language program. We actually need a language program that teaches Spanish as a second language not as an emersion program because it won't work for you. Another thing a lot of us here tonight are in support of our police program. We want it to stay the same. I do not want our children to be a

soft target by taking out the armed people that are here every day. I implore you to listen to us for once. Please do not disband our police department.

3. **BOARD OF TRUSTEE BUSINESS-OTHER**

3.A. Discussion and possible action regarding amendments to the Board Operating Procedures RE: ETHICS: Ethical Standards for School Board Members.
The board discussed the revisions suggested by Ms. Jaloma and agreed to all revisions.
It was motioned by Mrs. Trout, seconded by Mr. Hernandez and passed unanimously to approve the suggested amendments to the Board Operating Procedures RE: ETHICS: Ethical Standards for School Board Members.

3.B. Discussion and possible action to approve a board resolution authorizing-time lump sum payment as COVID relief to certain district employees.
Ms. Carrasco stated that since March 20, 2020 CISD employees had gone above and beyond to continue student learning. She thanked Canutillo ISD staff for their courage. Mr. Payan asked if there was a possibility of another time lump sum. Ms. Carrasco stated if additional monies were available then it might be possible. She stated for now this is what could be done.
It was motioned by Mr. Payan, seconded by Mrs. Trout and passed unanimously to authorize a time lump sum payment as COVID relief to certain district employees.

3.C. Discussion and possible action regarding the External Audit of Canutillo ISD Police Services.
Dr. Galaviz stated in January 2021, after reviewing the CISD Police Department Budget, he reached out to Mr. Kirk to conduct an external audit of the police department. Mr. Kirk stated the purpose of the audit was to identify areas of improvement, manage risk and compliance. Mr. Kirk gave an overview of the External Audit Findings. See below:

- **Vetting:** No collaboration with Human Resources regarding hiring.
- **Accountability:** No formal process for incident reports, Issue with scheduling locations, No records management system, Excessive overtime
- **Oversight:** No **S**tandard **O**perating **P**rocedures (SOP), Issues with the assignment of officers, No **M**emorandum **o**f **U**nderstanding (MOU), Issues with surveillance cameras and Issues with off duty employment.
- **Training:** No performance reviews, No comments regarding performance, No training needed specifically to work in schools and duties and responsibilities are not written.

Mr. Kirk stated all findings were correctable and the department was not dysfunctional. He noted there were areas that needed improvement. Mrs. Trout confirmed with Mr. Kirk that he was contacted by Dr. Galaviz and the contract price was $10,000.00. Mrs. Trout confirmed with Chief Carrillo that an SOP was turned in to the Superintendents office in 2017 but he had not received a response from the Superintendent or the Human Resources Department. In addition, Chief Carrillo stated he had not received enough training from the Finance Department. Mrs. Trout stated the External Audit findings were correctable with the collaboration of the district and the police department. Mr. Kirk stated all incident reports should be investigated and documented thoroughly. Chief Carrillo verified that the district

canine and canine handler were certified in narcotics and firearms. Mrs. Trout thanked Chief Carrillo and his department for all their hard work. Mr. Payan stated that some of the audit findings were very concerning and felt the board needed to look at these issues very in-depth. Mr. Kirk stated the findings were concerning specifically vetting and the lack of school training for the officers. Mr. Coronado stated the importance of vetting to safe guard the district. Mr. Coronado also voiced his concerns regarding the lack of documentation regarding complaints against the police department. Mr. Coronado confirmed with Mr. Kirk that a lack of SOP was unacceptable in addition to the lack of overtime budgeting. Mr. Kirk confirmed that the roving model used by the district created an accountability issue in addition to making it very difficult to foster relationships. Mr. Kirk noted 8 out of 10 principals had concerns regarding the officers assigned to their campus. Mr. Payan stated the rumor mill had to stop and expressed great concern regarding overtime pay. Mrs. Mendoza asked Mr. Kirk his opinion on officers taking district cars home. Mr. Kirk stated the fleet was aged and this only added miles, increased fuel costs and created maintenance issues. Mr. Hernandez stated the mission and overall goal of the Canutillo ISD Police Department was to make the students and teachers feel safe. He suggested getting the opinions of students. Mr. Hernandez asked when Chief Carrillo's responses would be made available to the board. Mrs. Trout stated the board needed to be part of the solution. She stated safety was a priority and she wanted to be part of the solution and not point fingers. Mr. Coronado stated he was not pointing fingers and wanted improvement. He stated he found the findings very troubling. Mrs. Trout asked if a survey could be sent out to both students and parents regarding the police department. Mr. Coronado stated this could be discussed at a later time. Mr. Payan thanked Mr. Kirk for the audit.

It was motioned by Mr. Payan and seconded by Mr. Hernandez to accept the External Audit Findings.

Vote:

Mr. Coronado - Yes, Mr. Hernandez - Yes, Mrs. Mendoza - Yes, Mr. Payan - Yes, and Mrs. Trout – No.

Motion passed.

4. **EXECUTIVE SESSION**

The meeting closed at **7:27 pm** under Texas Government Codes 551.071, 551.074 and 551.076.

4.A. Discussion regarding securing an appraisal and options for new site locations if Central Office is sold.

4.B. Discussion regarding the Internal Audit of the CISD Safety and Security Program/Canutillo ISD Police Department.

5. **NEW BUSINESS (CONTINUED)**

The meeting reconvened at **9:11 pm** into Open Session.

5.A. Discussion and possible action to initiate the bid process for the possible sale of district owned real property and issue appropriate notice and requests for offers.

It was motioned by Mrs. Trout, seconded by Mrs. Mendoza and passed unanimously to secure an appraisal for Central Office.

5.B. Discussion and possible action regarding the Internal Audit of the Safety and Security Program/Canutillo ISD Police Department.
It was motioned by Mr. Payan and seconded by Mrs. Mendoza to accept the Internal Audit of the Safety and Security Program/Canutillo ISD Police Department.

Vote:
Mr. Coronado- Yes, Mr. Hernandez- Yes, Mrs. Mendoza- Yes, Mr. Payan- Yes and
Mrs. Trout- No
Motion passed.

6. **ADJOURNMENT**

The meeting adjourned at **9:13 pm** by unanimous consent.

Presented to the Board of Trustees for approval on **August 24, 2021.** The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

Meeting Minutes
Regular Board Meeting
Tuesday, June 22, 2021 5:30 PM Central

Canutillo ISD Administration Office
7965 Artcraft
El Paso, TX 79932

1. GENERAL FUNCTIONS-OTHER

1.A. Call to Order.
The meeting was called to order at **5:31 pm** by Board President Coronado.

1.B. Pledge of Allegiance.
The Pledge of Allegiance was led by the Board of Trustees.

1.C. Texas Pledge of Allegiance
The Texas Pledge was led by the Board of Trustees.

1.D. Roll Call
All trustees were present except for Mrs. Trout.

1.E. CISD Vision and Mission Statements
The Vision Statement was read by Mr. Hernandez and the Mission Statement was read by Mr. Rodriguez.

1.F. Trustee Ethical Guidelines
The Trustees reviewed and discussed item 4.2: Integrity of Character (Board Team Operating Procedures): I will consistently uphold all applicable laws, rules, policies, and governance procedures.

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.

Speaker #1: Elizabeth Perez addressed the board regarding the American Rescue Plan Act 2021. She asked the board to release ESSER funds to employees of the Canutillo ISD immediately.

Speaker #2: Lilia P. Maldonado addressed the board regarding Reading Academy stipends.

Speaker #3: Daisy Cisneros expressed concerns with the school board's spending. In addition, she read an email from her child expressing his support of the Canutillo ISD Police Department.

Speaker #4: Sammy Carrejo asked the community to hold the Canutillo School Board accountable. He asked the board to put kids first.

Speaker #5: Maria Fuentes introduced herself to the board and community as the new CISD Public Health Emergency Manager.

3. BOARD HONORS- OTHER

3.A. Recognition of Valedictorians and Salutatorians from Canutillo High School and Northwest Early College High School.
The Valedictorians and Salutatorians from Canutillo High School and Northwest Early College High School were honored.

3.B. Recognition of District campuses for earning the highest attendance average in the 2020-2021 academic school year.
District campuses were honored for earning the highest attendance average in the 2020-2021 academic school year.

3.C. Recognition of the Canutillo High School Choir & Band program for qualifying for this year's State U.I.L. Solo & Ensemble Competition.
The Canutillo High School Choir & Band program for qualifying for this year's State U.I.L. Solo & Ensemble Competition were honored.

3.D. CISD is proud to recognize Ernesto Barraza for modeling moral and ethical responsibility and Benjamin Borjas for his gracious gratitude.
Mr. Ernesto Barraza was honored for modeling moral and ethical responsibility and Benjamin Borjas for his gracious gratitude.

3.E. The El Paso County Judge and Commissioners Court announced that July 3rd to August 3rd be declared as a month of Unity and Healing to commemorate the August 3 tragedy at Wal-Mart.
The El Paso County Judge and Commissioners Court announced that July 3rd to August 3rd be declared as a month of Unity and Healing to commemorate the August 3 tragedy at Wal-Mart.

4. PUBLIC HEARING REGARDING ADOPTION OF THE 2021-2022 BUDGET.

4.A. Public Hearing Regarding the proposed 2021-22 Annual Budget. The public is invited to attend and provide public comment.
A presentation regarding the proposed 2021-22 Annual Budget was made by Mrs. Pulley. She gave an overview of the following: budget priorities, enrollment, property tax values, tax rate, budget allocations by campus, budget by function, administrative cost ratio, general fund, food service, debt service and budget allocations by function. Mrs. Searls confirmed with Mrs. Pulley and Dr. Reyes that Kids Excel, campus field trips and an etiquette program were included in the budget.
Public Comment:
Speaker #1: Ms. D. Cisneros, community member, thanked the teachers for their hard work during the pandemic. She stated she agreed with Mrs. Searls regarding fieldtrips. She also questioned why teachers were not interviewed during the audit of the CISD Police Department and asked the board to consider speaking to students and teachers regarding the annual budget.
Speaker #2: Mrs. L. Maldonado, discussed the Reading Academy and its requirements (state mandate). She stated she felt teachers should be compensated appropriately. She voiced her concerns with the quality of food being served to the students.
Speaker #3: Mrs. B. Barnes discussed the increase in property values (CAD).

Speaker #4: Ms. D. Cisneros asked the school board to spend the tax money wisely. She also stated prior bonds never bore any fruit.
Speaker #5: Mrs. B. Barnes asked for clarification regarding the CISD owned property that was recently sold.
Speaker #6: Mr. Carrejo wanted clarification regarding what is allowed during public comment.
Speaker #7: Mrs. E. Perez wanted to know why the district would sell a property for less than the purchase price.
Speaker #8: Mr. Carrejo questioned the board regarding the CISD owned property that was recently sold.
Speaker #9: Mrs. L. Maldonado asked where the proceeds from the recent sale of property were.
Speaker #10: Mr. S. Martinez stated his disappointment that police did not remove Mr. Carrejo immediately. He also discussed the value of land.

4.B. Consider Approval of Adoption of 2021-22 Annual Budget.
Mr. Payan stated he took issue with how the recent sale of Canutillo ISD owned property was presented. He said the presentation was unfair and there was a long history regarding that piece of property. He stated the board acted as a whole, not individually (board members on their own).
It was motioned by Mrs. Searls, seconded by Mr. Payan and passed unanimously to approve the Adoption of the 2021-22 Annual Budget as presented by function.

5. **PUBLIC HEARING REGARDING CANUTILLO ISD ACADEMIC ACCELERATION PLAN FOR SY '21-22 WITH ESSER III FUNDING.**

5.A. Public Hearing regarding Canutillo ISD Academic Acceleration Plan for SY '21-22 with ESSER III Funding. The public is invited to attend and provide public comment.
Mrs. Rocha stated that not one cent of the $12.9 million has been spent from ESSER III. There were 2 ESSER disbursements before this one. ESSER III is for student learning loss and will be handled by Curriculum and Instruction. The following areas will be addressed: unfinished learning loss, increased trauma and the ongoing health crisis. Mrs. Rocha discussed the district's current scores.

Speaker #1 Mrs. B. Barnes expressed her concerns with learning gaps in 2nd and 3rd grade. She stated an academic tutor would not be enough to close these gaps.

Speaker #2 Mrs. L. Maldonado asked why a data analyst was needed? Mr. Rico explained this position was a technology position. She also asked about the stipend being taxed.

Speaker #3 Mrs. B. Barnes had questions regarding the phonics program (Fundations). She also asked that the district test the incoming students sooner rather than later.

6. **BOARD OF TRUSTEE BUSINESS**

6.A. **L**one **S**tar **G**overnance Calendar (**LSG**) and Future Planning.

6.A.1. Discussion regarding the Lone Star Governance Student Outcome Goal 1, GPM1: The percentage of grade K-2 students reading on grade level will increase by 8%.

6.A.2. Discussion regarding the Lone Star Governance Student Outcome Goal 3 GPM2: By 2022 students in grade 3-9 will increase math and algebra masters level 0-8% by the year 2022.

6.A.3. Discussion regarding the Lone Star Governance Student Outcome Goal 4,
GPM2: By 2022, increase the percentage of TSI passing number in Reading and Math from 35% - 45%.
A presentation covering items 6A1, 6A2 and 6A3 was given by Curriculum and Instruction Department.

6.B. Discussion and possible action regarding Nominations for TASB Board Position-Region 19.
It was motioned by Mr. Payan, seconded by Mrs. Mendoza to approve Armando Rodriguez for the position of TASB Board-Region 19.
Vote: Mr. Coronado- Yes, Mr. Hernandez- Yes, Mrs. Mendoza- Yes, Mr. Payan- Yes, Mr. Rodriguez- Yes and Mrs. Searls- No.
Motion passed.

7. **CONSENT AGENDA-VOTING-Administration recommends approval as presented.**

7.A. *BUSINESS SERVICES*

7.A.1. Approval of the Meeting Minutes.

7.A.1.a. May 11, 2021 Special Board Meeting Minutes

7.A.1.b. May 25, 2021 Regular Board Meeting Minutes

7.A.2. Approval of the Monthly Financials.

7.A.3. Approval of the Monthly Warrant List.

7.A.4. Approval of the Monthly Donations.

7.A.5. Approval of the Budget Amendments.

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

7.A.7. Approval of Award Request for Qualifications (RFQ) #2021-02 Hazardous Material Environmental Consultant to Construction & Environmental Consultants, Inc.

7.A.8. Approval of Award RFQ 2021-04 Architectural Services to MNK Architects, Inc.

7.A.9. Approval to Award Canutillo High School Band Uniforms to DeMoulin Brothers and Company, utilizing Buy Board Cooperative Contract 587-19 for the budgeted amount of $115,000.00.

7.A.10. Approval of List of items identified as surplus/salvage for Auction Sales July 15, 2021.

7.A.11. Approval of List of items identified as surplus/salvage for Auction Sales August 28, 2021.

7.A.12. Approval to Purchase from DocuNav Solutions utilizing BuyBoard cooperative contract 625-20 in the amount of $132,752.30

7.B. *CURRICULUM*

7.B.1. Approval of Memorandum of Understanding between Canutillo ISD and UTEP 2021-2022 New Teacher Mentorship Program.

7.B.2. Approval of Agreement between Canutillo ISD and Region 19 Migrant Education Program.

7.B.3. Approval to purchase House Bill 3 required Fundation Phonics Programs K-2 Wilson Language Training Corp. Utilizing Socorro ISD Cooperative 199-0331-E1753 in the amount of $120,857.33.

7.B.4. Approval to increase the stipend amount for the Bill & Melinda Gates Grant from $80 per day to $1000 for the entire training on July 20 and 22, 2021.

7.C. *HUMAN RESOURCES*

7.C.1. Approval to add Local Board Policy, CKE. **1st Reading.**

7.C.2. Approval of the 2021-2022 Temporary Employment, Non-contractual Stipend and Supplemental Pay Schedule.

Consent Agenda Approval

Mr. Rodriguez asked that the meeting minutes from May 25, 2021 be removed from the Consent Agenda however after some discussion the item was left on.
It was motioned by Mrs. Searls, seconded by Mr. Payan and passed unanimously to approve the Consent Agenda as presented.

8. **ADJOURNMENT.**
The meeting adjourned at **9:27 pm** by unanimous consent.

Presented to the Board of Trustees for approval on **August 24, 2021.** The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

Meeting Minutes
Special Board Meeting
Thursday, July 15, 2021 5:30 PM Central

Canutillo ISD Administration Office
7965 Artcraft
El Paso, TX 79932

1. GENERAL FUNCTIONS

1.A. Call to Order
The meeting was called to order at **5:36 pm** by Board President Coronado.

1.B. Roll Call
All trustees were present except for Mrs. Mendoza.

1.C. Trustee Ethical Guidelines
The Trustees reviewed and discussed item 5.3: Trustworthiness in Stewardship (Board Team Operating Procedures): I will work to ensure prudent and accountable use of district resources.

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 speakers

3. BOARD OF TRUSTEE BUSINESS-OTHER

3.A. Discussion and possible action regarding the approval of a $500.00 stipend for participants who completed the Reading Academies deadline.
Mrs. Trout confirmed with Mrs. Rocha that this training was done online through Region 19. K thru 3rd grade a mandated by the state.
It was motioned by Mrs. Searls, seconded by Mr. Rodriguez to approve the $500.00 stipend for participants who completed the Reading Academies deadline.

3.B. **J**ust **f**or **Ki**ds (**JFK**) Committee updates, progress and recommendations.
Ms. L. Rodriguez stated it was very important to create a committee which would allow stakeholders to have a voice in the future of the district, thus the **J**ust **f**or **K**ids Committee was formed. The JFK Committee along with administration worked collaboratively and made informed decision and recommendations regarding a possible future bond. Committee members started meeting in May until the end of June 2021. In addition, committee members had the opportunity to meet with the districts bond counsel and financial advisors. The following options were discussed at length:

- Option A: $127 M for Facility Upgrades and $60.5 M for Future Needs
- Option B: $78.4 M for Facility Upgrades and $109.1 M for Future Needs
- Option C: $91.61 M for Facility Upgrades and $95.89 M for Future Needs

Mrs. Trout asked committee members to address the board regarding their recommendations. Mr. Barela, JFK Member, stated all options had something for the students and parents. He expressed concerns with the facility assessment. He stated the see-through fencing was not safe for the children and that needed to be addressed. Mr. A. Rodriguez agreed with Mr. Barela regarding the importance of safety. Dr. Rossi asked that the wording on the bond be specific to help with accountability. Mrs. Searls explained the difference between a tax rate and appraisal. Mr. J. Joyner stated a smaller bond amount would be more palpable for the community that is just coming out of a pandemic. Mr. Payan asked for solid barriers at each campus to protect students as they congregate. Mr. Payan stressed the importance of Canutillo ISD students graduating with a marketable skill. Ms. Clapsaddle stated the programs including law enforcement, patient tech care, pharmacy tech and dental hygienist robotics, engineering and computer science were all intentional. Mrs. Trout noted she did not see any inclusive playgrounds and asked that they be included in any future plans. Dr. Rossi, JFK Member, reassured Mrs. Trout that ADA was taken into consideration regarding future facilities. Ms. Piekarski confirmed that the bond money would be spent over a 7-year period. The repayment terms would be dependent on the composition of the bond projects. Mrs. Trout asked that the students at NWECHS receive new computers. Mrs. B. Barnes asked the board what plans were going to be put in place to maintain the new facilities as it appeared several of the current facilities were having issues. Dr. Peterson, ADM, stated this was a nationwide problem and currently over 1 trillion dollars of deferred maintenance in schools hasn't been done. Dr. Galaviz stated all projects had a cost. Mr. Coronado stated the facilities are aging. Mrs. Barnes asked for transparency and noted several projects from the last bond were not completed. She asked that the ballot be transparent. Mr. Coronado thanked the committee for all their hard work but asked them to reconsider some of their recommendations (the need for a middle school). Mr. Coronado stated the options needed to be synthesized and felt CTE was the highest priority. Mr. Coronado recommended the board act as soon as possible due to rising interest rates. He informed the committee that they were in the "ball park." Mrs. Searl stated some items on the list had already been done and asked for revised numbers to reflect what is really needed. Mr. Barela thanked the board for their input and thanked them for the vote they took last year regarding technology. Mr. Hernandez thanked the JFK Committee for their willingness to work with the board. Mrs. Smith informed the board that the JFK had been unable to reach a consensus. She asked that the board please listen to the community needs. Dr. Rossi asked the board for more time to allow the JFK Committee to meet again to try and reach a consensus regarding future bond projects/options. Mr. Rodriguez stated the JFK Committee recommendations and board recommendation needed to align. Mrs. Barnes suggested building a wing to connect Alderete Middle School and Canutillo Elementary School. CES would then become a primary school and AMS will become an elementary school. This would allow for growth at both campuses. Mr. Payan stated Bill Childress Elementary might not be at capacity right now but that would change due to growth near Vinton, Texas. Dr. Galaviz stressed the importance of collaboration. After more discussion it was agreed that the JFK committee would meet once again and then present their recommendations to the school board in early August.

4. **ADJOURNMENT**

The meeting adjourned at **8:15 pm** by unanimous consent.

Presented to the Board of Trustees for approval on **August 24, 2021.** 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: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Warrant Report - June and July 2021

Justification Statement: Presentation for your review and acceptance of the Warrant Report for the months of June and July 2021

Purpose of Agenda Item: ☑ Information ☐ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Cristina Pulley, Director of Finance

Signature of Requester(s)

Signature of Presenter(s)

CPulley 08/10/2021

Business Services Approval (Initials) *Date*

Agenda Summary:

Presentation for your review and acceptance of the Warrant Report for the months of June and July 2021

RECOMMENDATION: Acceptance of the Warrant Report for the months of jJune and July 2021

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): N/A

ACCOUNT NO(S): Various

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

REQUESTING DEPARTMENT:
Financial Services Department

CONSEQUENCES OF NON-APPROVAL:
N/A

IMPLEMENTATION TIMELINE:
N/A

ATTACHMENT(S): ✔ Monthly Warrant Reports

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 08/24/2021

Subject/Title for Agenda Posting: Acceptance of Donations Report

Justification Statement: Presentation for your review and acceptance of the Donation Report for the month of July 2021

Purpose of Agenda Item: ☐ Information ☐ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Cristina Pulley

Signature of Requester(s)

Signature of Presenter(s)

Cristina Pulley — *Business Services Approval (Initials)*

08/10/2021 — *Date*

Agenda Summary:

Presentation for your review and acceptance of the Donations Report for the month of July 2021

District Donations- $7,237.60

RECOMMENDATION: Administration recommends the acceptance of Donations Report

PRIOR BOARD ACTION: Approved AWARDED: N/A AWARDED AMOUNT: N/A

AMOUNT(S) $,7,237.60

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): ✔ Donations Report

CISD Approved July 2021 Donations

Board Approval Date: August 24, 2021

Donor Name	Address		Donation	Campus/Department	Purpose of Donation	Value
Louis Barragan-EPCC			Children's backpacks with school supplies	Canutill Elementary School	To assist the community	$ 500.00
Riverside Hardware	7510 Doniphan Dr.	Canutillo, TX 79835	Boxes of disinfectants	Canutill Elementary School	To assist the Educational Heroes Campaign	$ 100.00
Amelia Cordero	1444 Plaza Verde	El Paso, TX 79912	Youth and child bike helmets	Canutill Elementary School	To providing students who won bicycles at the end of the year for perfect attendance.	$ 160.00
Lowe's	430 E. Redd Rd	El Paso, TX 79912	PPE supplies	Jose H. Damian Elementary School	To assist with the safety of scholars	$ 1,500.00
Arcadia Linding			Anti-bacterial wipes	Jose H. Damian Elementary School	To assist with student and teachers	$ 140.00
UTEP-Innovation and Outreach	500 W. University Ave.	El Paso, TX 79968	Swag bags filled with prizes, flyers, stickers, bracelets, t-shirts, hair barrettes all inside a draw string backpack	Jose H. Damian Elementary School	To assist Mini Miners College Fun Day	$ 1,332.00
Karla Gonzalez	6161 Doniphan Dr.	El Paso, TX 79932	Microwave	Jose H. Damian Elementary School	To assist with warming up the student food	$ 65.00
Reyes Elementary PTO			Cash/Checks	Congressman Silvestre & Carolina Reyes Elementary School	To assist with student activities and incentives, teacher and staff appreciation	$ 3,440.60
No Online Donations						
						$ 7,237.60

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Presentation of Budget Amendments for July 2021

Justification Statement: Presentation for your review and acceptance of Budget Amendments for the Month of July 2021

Purpose of Agenda Item: ☑ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Cristina Pulley, Director of Finance

Signature of Requester(s)

Signature of Presenter(s)

C Pulley — *Business Services Approval (Initials)*

08/10/2021 — *Date*

Agenda Summary:

Acceptance of Budget Amendments for the month of July 2021

RECOMMENDATION: Administration recommends approval of Budget Amendments for the month of July 2021

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

FINANCIAL SERVICES
CANUTILLO A Premier District

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

FROM: Cristina Pulley, Director of Financial Services

DATE: August 1, 2021

SUBJECT: Budget Amendments for July 2021

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

Admin Cost Ratio Formula:

21 Instructional Leadership + 41 General Administration

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11 Instruction + 12 Instructional Resources/Media Services +
13 Curriculum/Staff Development + 31 Guidance/Counseling Services

BJE 340684 – This budget amendment will allocate funds from Function 11 - *Instruction* to Function 12 - *Instructional Resources/Media Services* and Function 13 – *Curriculum/Staff Development* for the Library at CHS, which were inadvertently omitted during budget planning. This budget amendment will have no impact on the admin cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.11.6299.00.001.11	Misc. Contracted Svcs.	$ 54,600	$ (20,600)	$ 34,000
199.12.6329.00.001.11	Reading Materials	$ 0	$ 6,000	$ 6,000
199.12.6399.00.001.11	General Supplies	$ 0	$ 2,000	$ 2,000
199.13.6411.12.001.11	Travel - Librarian	$ 0	$ 1,500	$ 1,500

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

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

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

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.

BJE 340736 – This budget amendment will allocate funds from Fund Balance to Function 71 – *Debt Service* to cover Fiscal Year 22 Maintenance Tax Note payments. Funding will be provided from unused Tax Note proceeds. This budget amendment will have no impact on the admin cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.71.6523.00.999.99	Interest on Debt	$ 73,635	$ 475,571	$ 549,206
199.71.6519.00.999.99	Debt Principal	$ 345,771	$ 680,000	$ 1,025,771

BJE 340741 – This budget amendment will reallocate funds from Function 31 – *Guidance/Counseling Services* and Function 13 – *Curriculum and Staff Development* to Function 21 – *Instructional Leadership.* Salary costs will be reallocated from PCN#3359 Lead Counselor to the upgraded position of Director for Student Support Services. This budget amendment will properly allocate salary costs in alignment to additional duties. This budget amendment will have a negative impact on the admin cost ratio by increasing costs to Instructional Leadership.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.31.6119.00.999.99	Salary Costs	$ 87,997	$ (87,997)	$ 0
199.13.6499.00.916.38	Miscellaneous Operating Costs	$ 7,000	$ (4,405)	$ 2,595
199.21.6119.00.920.99	Salary Costs	$ 108,935	$ 46,201	$ 155,136
199.31.6119.00.920.99	Salary Costs	$ 0	$ 46,201	$ 46,201

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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.

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Report to the Board of Trustees - June 30, 2021 Investments

Justification Statement: Presentation to the Board of Trustees on the Quarterly Investment Report for the Quarter Ended June 30, 2021

Purpose of Agenda Item: ☐ Information ☐ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Cristina Pulley, Director of Finance

Signature of Requester(s)

Signature of Presenter(s)

CPulley — *Business Services Approval (Initials)*

08/10/2021 — *Date*

Agenda Summary:

This report is an investment compliance requirement

RECOMMENDATION: Administration recommends the acceptance of the investment report.

PRIOR BOARD ACTION: Accepted AWARDED: 05/25/21 AWARDED AMOUNT: N/A

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT:
Financial Services Department

CONSEQUENCES OF NON-APPROVAL:
Non-compliance with the Investment Policy and the Public Funds Investment Act (Chapter 2256)

IMPLEMENTATION TIMELINE:
N/A

ATTACHMENT(S): ✔ Investment Report

CANUTILLO A Premier District

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

FROM: Martha E. Piekarski, Chief Business Officer
Cristina Pulley, Director of Financial Service

DATE: July 21, 2021

SUBJECT: Annual Comprehensive Investment Report for Fiscal Year 2021

Introduction

This report presents a comprehensive overview of the investment program and activity of the Canutillo Independent School District for the year ended June 30, 2021. The Public Funds Investment Act requires quarterly reporting of investment activity and balances (both book and market values). In addition to quarterly reporting, district policy CDA-Local requires a written year end investment report to be presented to the Board of Trustees.

The investment objectives of safety, liquidity, and maturity levels that are sufficient to meet anticipated cash requirements is what drives the investment activity. For fiscal year 2020-2021, the District maintained its investments in investment pools and governmental investment pools with Logic, Lone Star, Texas Class, Texpool and TexSTAR. The portfolio within these investment pools includes Money Market, Commercial Paper, U.S. Treasury Securities, Government Obligation, and Repurchase Agreements.

Analysis of Investment Performance

The focus of the investment program is the safety, liquidity and maturity of invested funds. Funds must be available to meet daily cash requirements as well as short and long-term needs. Maximizing investment yields are only considered after the other investments' goals have been met. Investment yields are reported for the fiscal year ending June 30, 2021.

The District ended the first quarter with $24,210,374 in investment funds. This balance includes the Tax Notes proceeds of $10 million and state revenue collections of $6.4 million. In the second quarter, this amount increased to $32,197,710 mainly resulting from tax collections during the month of December. The District ended the final quarter with $26,421,009 million in investment funds. The decrease is attributed to property taxes and state revenue which tapers off toward the end of the year, as is the norm. Expenditures remained steady. Throughout the year, revenue and disbursements fluctuated resulting in a net cash of $2.7 million.

At the beginning of the fiscal year, the average interest yield was 0.20%. The investment rate had a decreased to an average of 0.05% at the end of the year due to the impact of COVID-19 on the equity markets. Although the investments were high, the total interest revenue was $46,895 due to the lower rates throughout the fiscal year.

General Fund

General Fund investments are restricted by payroll pay dates and accounts payable check runs, since payments for all funds are initially paid out of this fund. Transfers are made as needed from the pools to the checking bank account to cover cash disbursements. The investment balance in the General Fund ended the year with an average investment yield of 0.0887%. The average investment balance in the General Fund started with $8.867 million invested, increased to $20.604 million in the third quarter and ended the year with a balance of $16.951 million. Revenues during the year came mainly from property taxes and from state funds. The highest peak was mostly due to collection of the property taxes in December, January and February.

Debt Service Fund

The Debt Service Fund ended with an average investment yield of 0.0645%. The ending investment balance in the Debt Service Fund increased from $3.459 million to $11.310 million. The bulk of property taxes were deposited in December, January, and February. State funds were $171,341 received in December. The high cash balance was needed to pay the August debt payments of $4.232 million and February debt payments of $1.742 million. Payments due on February 15th and August 15th dates must be considered when making investment decisions in the Debt Service Fund.

Food Service Fund

The Food Service Fund balance increased from $2.031 to $2.156 million. The increased of $124,951 was cash transferred from General Operating in order to pay back funds owed by the fourth quarter. The generated interest revenue was $3,754 invested in a yield of 0.10%.

Health Insurance Fund

The Health Insurance fund ended with an average investment yield of 0.10%. The ending investment balance decreased from $3.103 million to $2.506 million. The investment net decrease of $596,899 was for the Holiday Premiums in January and February. The total interest revenue resulted in $2,393.

Construction Projects Fund

The Construction Projects Fund ended with an average investment yield of 0.0967%. The fund began the year with a balance of $922,214 and ended the year with a balance of $216,486. The decrease of $705,728 was due to project payments such as communications and media related services, security cameras upgrade and Canutillo High School baseball concession stand.

Conclusion

The District will continue to monitor the yields in longer term investments. However, daily yields have slightly decreased over the course of the year due to the impact of COVID-19 in equity markets. The investment rating for all five investment pools are "AAA" rates. The District utilizes and will continue to utilize governmental investment pools and fixed maturity investments when available. As the district's investment officers, we will continue to seek investment opportunities after investment safety, liquidity, and maturity are considered. The investment portfolio is in compliance with the Public Funds Investment Act and the Board's investment policy requirements throughout the year.

Martha E. Piekarski, Chief Business Officer

Cristina Pulley, Director of Financial Service

Laura Dorado, Accountant

Leticia Ekery, Accountant

7965 Artcraft | El Paso, TX 79932
915.877.7400 | www.canutillo-isd.org
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CANUTILLO A Premier District

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

FROM: Martha E. Piekarski, Chief Business Officer
Cristina Pulley, Director of Financial Service

DATE: July 20, 2021

SUBJECT: Quarterly Investment Report for June 30, 2021

The attached report of investments for the Canutillo Independent School District for the quarter ending June 30, 2021 is in full compliance with the Investment Policy and strategy as established for the District with the Public Funds Investment Act (Chapter 2256).

Approved by:

Martha E. Piekarski, Chief Business Officer

Cristina Pulley, Director of Financial Services

Laura Dorado, Accountant

Leticia Ekery, Accountant

7965 Artcraft | El Paso, TX 79932
915.877.7400 | www.canutillo-isd.org
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Canutillo Independent School District
Quarterly Summary of Investments
June 30, 2021

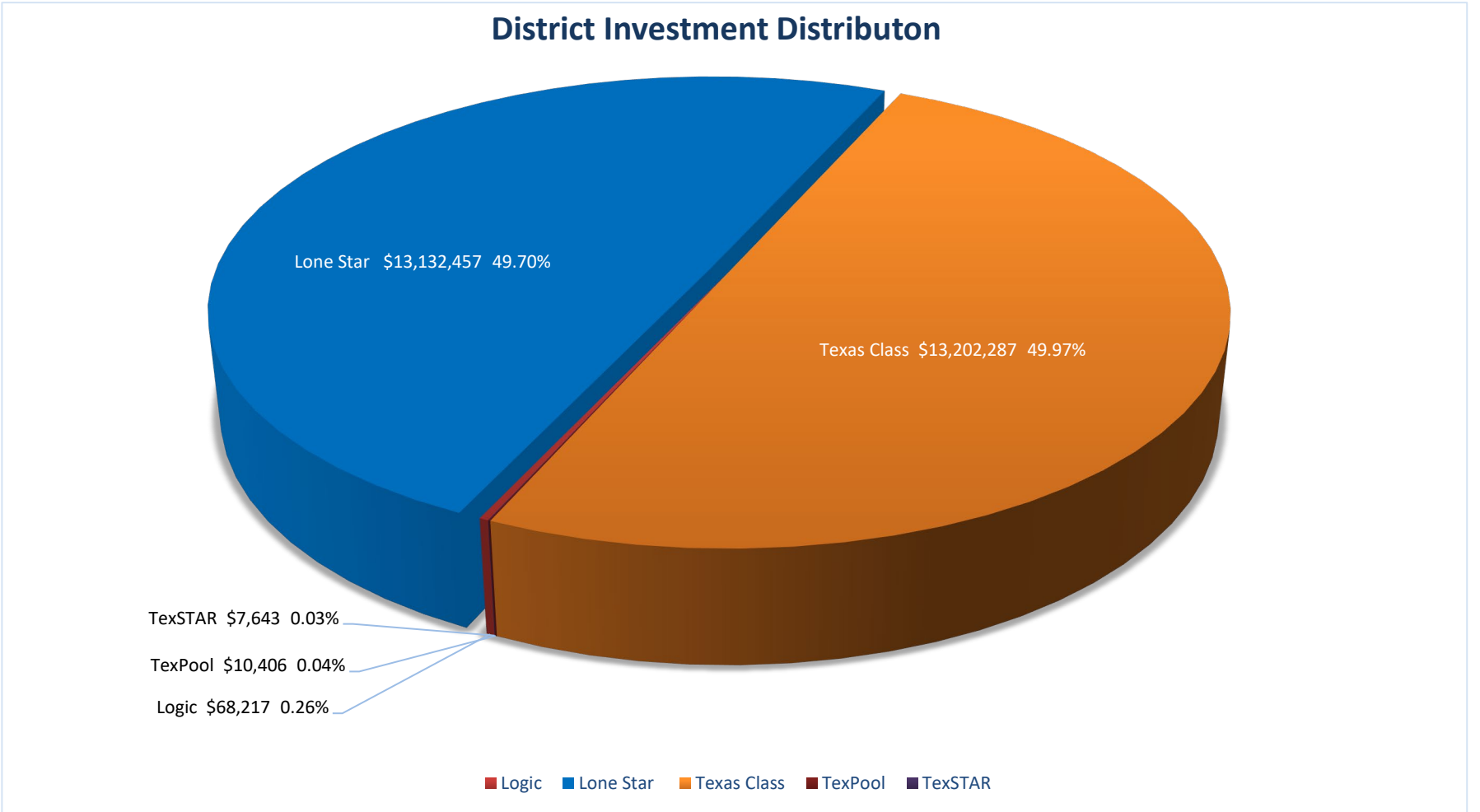
Description	Maturity Date	Current Month Interest Rate	6/30/2021 Book Value	6/30/2021 Market Value	3/31/2021 Book Value	3/31/2021 Market Value	Quarterly Accrued Interest	Book Value Increase/Decrease
Operating Fund								
Logic	On Demand	0.0588%	$ 50,809	$ 50,813	$ 50,799	$ 50,804	$ 9	$ 8
Lone Star Corporate	On Demand	0.1000%	7,291,122	7,291,122	6,646,450	6,646,450	2,260	644,671
Texas Class	On Demand	0.0611%	2,871,260	2,871,260	10,140,505	10,140,505	1,051	(7,269,245)
TexPool	On Demand	0.0187%	10,406	10,406	10,406	10,406	0	0
TexSTAR	On Demand	0.0100%	7,477	7,477	7,476	7,478	0	(1)
Subtotal		0.0887%	$ 10,231,072	$ 10,231,077	$ 16,855,637	$ 16,855,643	$ 3,320	$ (6,624,566)
Debt Service Fund								
Lone Star Corporate	On Demand	0.1000%	$ 978,838	$ 978,838	$ 978,567	$ 978,567	$ 271	271
Texas Class	On Demand	0.0611%	10,331,027	10,331,027	10,216,574	10,216,574	1,912	114,453
TexSTAR	On Demand	0.0100%	166	166	166	166	-	-
Subtotal		0.0645%	$ 11,310,031	$ 11,310,031	$ 11,195,307	$ 11,195,307	$ 2,184	$ 114,724
Food Service Fund								
Lone Star Corporate	On Demand	0.1000%	$ 2,156,558	$ 2,156,558	$ 2,033,184	$ 2,033,184	$ 590	$ 123,375
Health Insurance Fund								
Lone Star Corporate	On Demand	0.1000%	$ 2,506,862	$ 2,506,862	$ 2,506,167	$ 2,506,167	$ 695	$ 695
Construction Fund								
Lone Star 2011	On Demand	0.1000%	143,191	143,191	821,960	821,960	83	(678,768)
Logic 2013	On Demand	0.0588%	17,408	$ 17,410	17,405	$ 17,407	3	3
Lonestar 2013	On Demand	0.1000%	55,886	55,886	83,563	83,563	17	(27,678)
Subtotal		0.0967%	$ 216,486	$ 216,487	$ 922,928	$ 922,930	$ 103	$ (706,443)
Total Investments		**0.0804%**	**$ 26,421,009**	**$ 26,421,015**	**$ 33,513,223**	**$ 33,513,231**	**$ 6,892**	**$ (7,092,215)**

Portfolio Weighted Average Maturity					S&P Credit
Asset	Book Value	Days to Maturity	Weighted Average Maturity (WAM)	Maturity Date of Each Asset	Ratings as of: 6/30/2021
Logic	68,217	1	0.003	7/1/2021 Liquid pool, due on demand	AAAm
Lone Star	13,132,457	1	0.497	7/1/2021 Liquid pool, due on demand	AAAf/S1+
Texas Class	13,202,287	1	0.500	7/1/2021 Liquid pool, due on demand	AAAm
TexPool	10,406	1	0.000	7/1/2021 Liquid pool, due on demand	AAAm
TexSTAR	7,643	1	0.000	7/1/2021 Liquid pool, due on demand	AAAm
	$ 26,421,009		**1.000**		

AAA is the highest Issuer Credit Rating assigned by Standar & Poor's
(m is for Money Market, f is for Fund, and S1+designates low volatility)

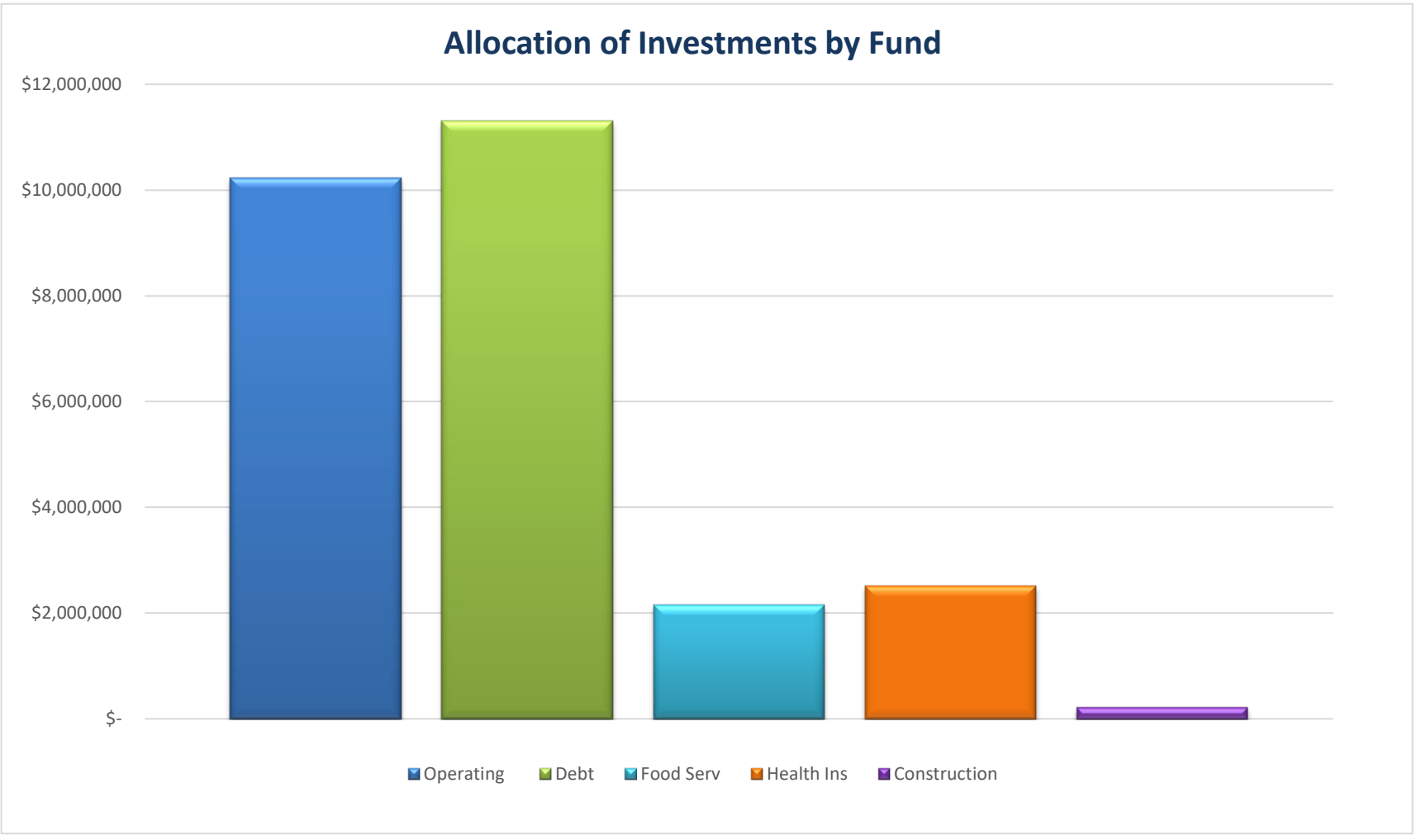
Canutillo Independent School District
Quarterly Summary of Investments
June 30, 2021

Investment		Amount	Percentage
Logic	$	68,217	0.26%
Lone Star	$	13,132,457	49.70%
Texas Class	$	13,202,287	49.97%
TexPool	$	10,406	0.04%
TexSTAR	$	7,643	0.03%
Total	$	26,421,009	100.00%



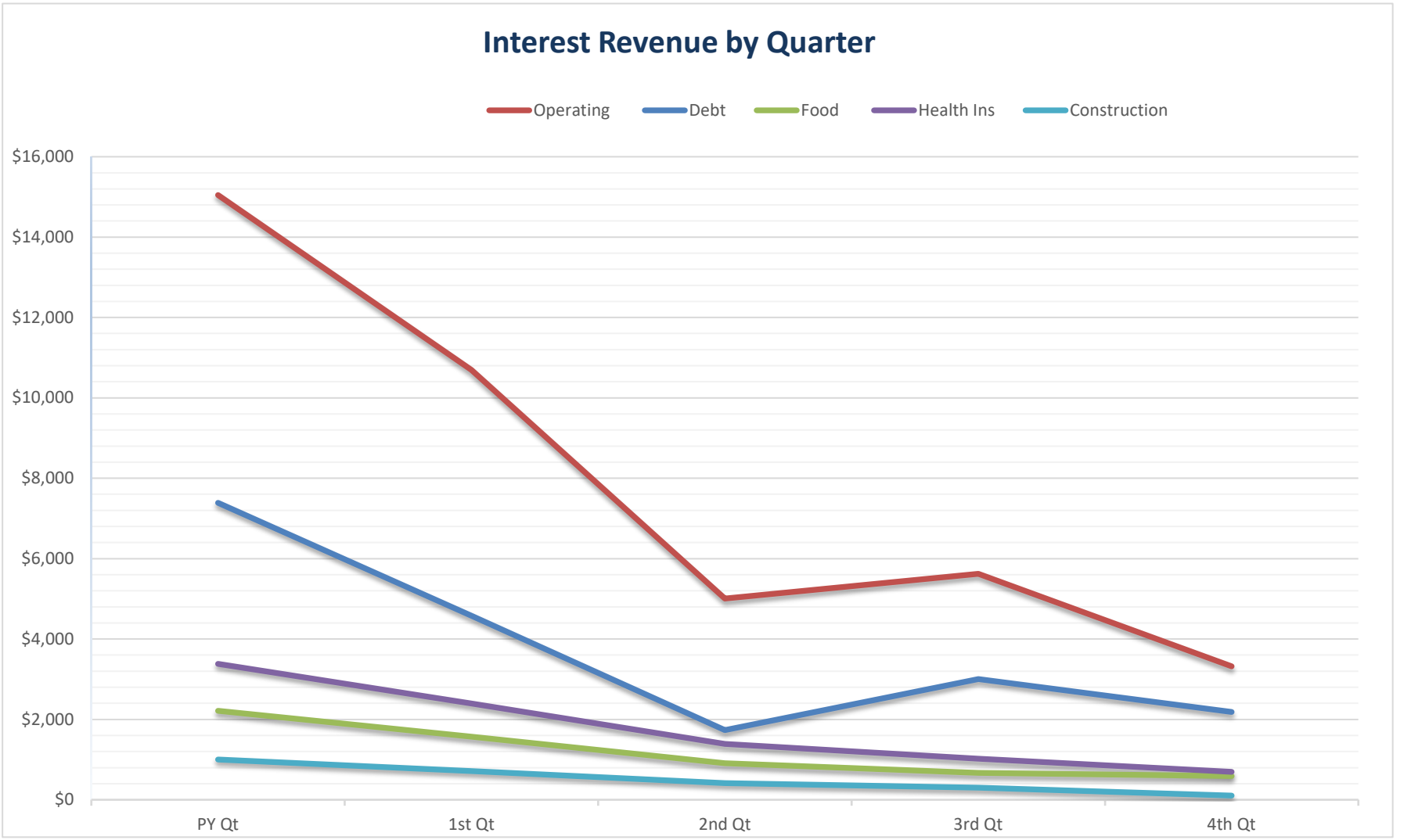
Canutillo Independent School District
Quarterly Summary of Investments
June 30, 2021

Fund		Amount	Percentage
Operating	$	10,231,072	38.72%
Debt	$	11,310,031	42.81%
Food Serv	$	2,156,558	8.16%
Health Ins	$	2,506,862	9.49%
Construction	$	216,486	0.82%
Total	$	26,421,009	100.00%



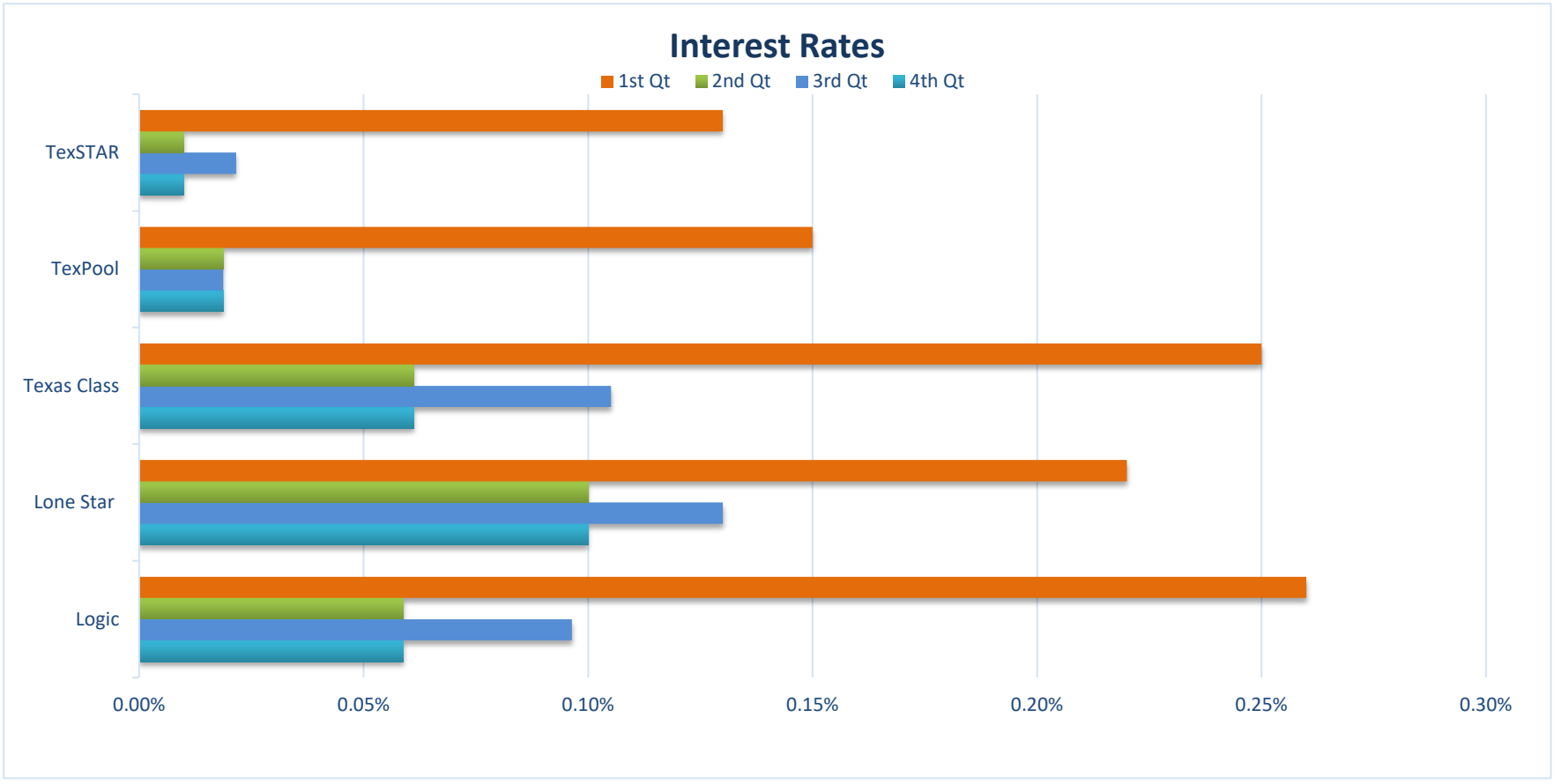
Canutillo Independent School District
Quarterly Summary of Investments
June 30, 2021

Interest	PY Qt	1st Qt	2nd Qt	3rd Qt	4th Qt
Operating	$ 15,046	$ 10,693	$ 5,003	$ 5,621	$ 3,320
Debt	$ 7,388	$ 4,582	$ 1,733	$ 3,002	$ 2,184
Food	$ 2,213	$ 1,567	$ 908	$ 669	$ 590
Health Ins	$ 3,381	$ 2,393	$ 1,386	$ 1,020	$ 695
Construction	$ 1,001	$ 712	$ 411	$ 303	$ 103
Total	$ 29,029	$ 19,947	$ 9,441	$ 10,615	$ 6,892



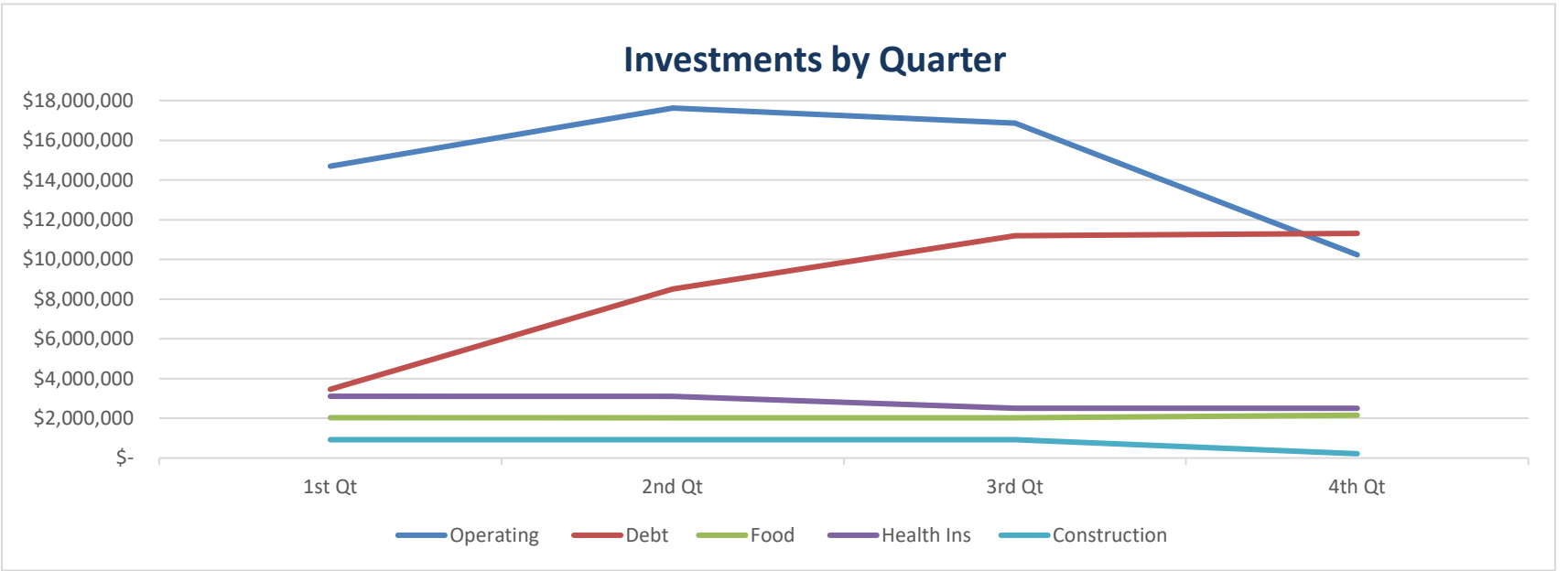
Canutillo Independent School District
Quarterly Summary of Investments
June 30, 2021

Investment	1st Qt	2nd Qt	3rd Qt	4th Qt
Logic	0.26%	0.06%	0.10%	0.06%
Lone Star	0.22%	0.10%	0.13%	0.10%
Texas Class	0.25%	0.06%	0.11%	0.06%
TexPool	0.15%	0.02%	0.02%	0.02%
TexSTAR	0.13%	0.01%	0.02%	0.01%
Average	0.20%	0.25%	0.07%	0.05%



Canutillo Independent School District
Quarterly Summary of Investments
June 30, 2021

Fund	1st Qt	2nd Qt	3rd Qt	4th Qt
Operating	$ 14,693,578	$ 17,622,000	$ 16,855,637	$ 10,231,072
Debt	$ 3,459,214	$ 8,515,423	$ 11,195,307	$ 11,310,031
Food	$ 2,031,607	$ 2,032,514	$ 2,033,184	$ 2,156,558
Health Ins	$ 3,103,761	$ 3,105,147	$ 2,506,167	$ 2,506,862
Construction	$ 922,214	$ 922,626	$ 922,928	$ 216,486
Total	$ 24,210,374	$ 32,197,710	$ 33,513,223	$ 26,421,009



Board of Trustees

Meeting Date: 8/24/2021

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discussion and Recommendation of Approval to continue utilizing Cooperative and Interlocal programs to support the day to day purchasing operations while remaining in compliance with state procurement requirements and District Policies

Justification Statement: Utilizing cooperative and Interlocal purchasing programs will continue to support the District's goals to ensure cost savings on goods and services and will enable orders to be expedited in a timely manner. This method also provides the District with obtaining best value while ensuring that the competitive bidding process has been satisfied.

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Elizabeth B. Sida

Signature of Requester(s)

Elizabeth B. Sida 8/9/2021

Signature of Presenter(s)

Elizabeth B. Sida 8/9/2021

Business Services Approval (Initials) *Date*

Agenda Summary:

In accordance with Texas Education Codes 44.031 all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at $50,000 or more in the aggregate for each 12-month period shall be made by one of the eight (8) approved methods that provides the best value for the district, which includes the Interlocal contract method. In addition Chapter 791. Interlocal Cooperative, Subschapter A. General Provisions Sec. 791.001., states that the purpose of this chapter is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

The attached is the most current Interlocal and Cooperative established membership list of the Canutillo ISD.

RECOMMENDATION: Administration recommends that the Board approve the continued utilization of the various Cooperative and Interlocal purchasing agreements to support the day to day purchasing operation district wide.

PRIOR BOARD ACTION: Yes AWARDED: 5/28/19 AWARDED AMOUNT: N/A

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

Interlocal & Cooperative

REQUESTING DEPARTMENT:

Financial Services

CONSEQUENCES OF NON-APPROVAL:

Will cause delay's in purchases of goods and services

IMPLEMENTATION TIMELINE:

Upon Approval

ATTACHMENT(S): ✓ List if Cooperative and Interlocals

CANUTILLO INDEPENDENT SCHOOL DISTRICT

2021-2022 Cooperative Program Memberships and Annual Cost

MASTER INTERLOCAL/COOPERATIVE PROGRAM INTITY	MEMBERSHIP COST	COST DETAILS
1 GPA (1 Governmental Procurement Alliance)		
Allied States Cooperative -Region 19 ESC		
Central Texas Purchasing Alliance through Round Rock ISD	$125.00	Due Annually/ per Calendar year
Choice Partners/HCDE Supply Catalog		
Comptroller of Public Accounts (CPA) Texas SmartBuy	$100.00	Membership Renewal is due annually
E&I Cooperative Services		
Ft. Worth ISD Interlocal		
Harris County Department of Education		
Houston Galveston Area Council of Governments (HGAC)	$0.00	Order processing fee per vehicle purchase
OMNIA Partners		
Region 20 2013 Cooperative	$ 1,647.00	Participation fees are Due Annually Option 1 General Supplies is $875.00 Option 2 Educ Technology Fee $772.00
Region 20 PACE Cooperative		
Sourcewell (formerly National Joint Powers Alliance)		
State of Texas Co-Op Region 12 ESC	$0.00	Fees for E-Rate Services and Works
State of Texas Co-Op Region 18 ESC		
Tarrant County Cooperative Purchasing (TCPN)		
Texas Association School Business - **Buyboard**	$0.00	Agrmt #4(a) specifies there is a mbrshp fee. Note: Buyboard is not currently charging any fees
Texas Comptroller of Public Accounts - **SmartBuy**		
Texas Curriculum Management Program Cooperative		
Texas Department of Information Resources (DIR)		
Texas Multiple Award Schedule (TXMAS)		
Texas Procurement & Support Services (TPASS)		
Texas Public Entity Group Interlocal Agreement		
TexBuy Region 16 ESC		
The Interlocal Purchasing Systems (TIPS/TAPS), Region 8		
West Texas Food Service Cooperative Region 17 ESC		
El Paso Independent School District		
Socorro Independent School District		
Ysleta Independent School District		
Workers Compensation Interlocal / HR		
Texas Association on Public Educators Interlocal Agreement		

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval to enter into Inter local Cooperative Agreement between Canutillo Independent School District and Purchasing Cooperative of America

Justification Statement: The purchasing departments goal is to expand its resources to purchase goods and services for the district, in a timely manner, ensuring state, federal, and district poilcy statues are enforced.

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Elizabeth B. Sida

Signature of Requester(s)

Elizabeth B. Sida 6/28/2021

Signature of Presenter(s)

Elizabeth B. Sida 6/28/21

Business Services Approval (Initials) *Date*

Agenda Summary:

As defined in Texas Education Code Subchapter B. Purchases; Contracts, Section 44.031 all school districts contracts for the purchase of goods and services valued at $50,000 or more in the aggregate for each 12-month period shall be made by one of the seven (7) approved methods listed. The Inter local Cooperative Agreement is one of the seven (7) methods approved, which provides multiple resources and the opportunity to purchase goods and services in a timely manner. To increase resources for the district, administration recommends that the Board approve this Inter local Cooperative Purchasing Agreement with Purchasing Cooperative of America. Approval of this interlocal will also provide the district to be in compliance with state procurement requirements listed under Government Code; Chapter 791 Interlocal Cooperative Contracts. As stated under section 791.001, "the purpose of inter local cooperative contracts is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state." There is no fee to the District to participate in this membership and membership will remain in effect until a written request for termination is submitted by either party.

RECOMMENDATION: Administration recommends that the Board approve this inter local cooperative agreement with Purchasing Cooperative of America.

PRIOR BOARD ACTION: No AWARDED: AWARDED AMOUNT:

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

Inter local Cooperative Agreement

REQUESTING DEPARTMENT:

Financial Services/Purchasing

CONSEQUENCES OF NON-APPROVAL:

The district will not have the ability to expand purchasing resources district wide, which may cause delays in procuring goods and services in a timely manner and may hinder the district to be non-compliant with purchasing requirements.

IMPLEMENTATION TIMELINE:

Upon execution by all affected parties; Canutillo ISD and Purchasing Cooperative of America

ATTACHMENT(S): ✔ Purchasing Cooperative of America Inter local Agreement

INTERLOCAL AGREEMENT
FOR COOPERATIVE PURCHASING SERVICES

This Interlocal Agreement for Cooperative Purchasing Services ("Agreement") is entered into by and between Canutillo Independent School District
COMPLETE LEGAL NAME (DO NOT ABBREVIATE) & MAILING ADDRESS
("PCA Member", "Party"), a governmental entity, and Purchasing Cooperative of America ("PCA", "Party") on behalf of PCA Awarding Agencies to participate in all Purchasing Cooperative of America ("PCA") cooperative purchasing programs administered by PCA and its affiliates and subsidiaries and for the purpose of participating in the cooperative purchasing services of PCA. Collectively, PCA and PCA Member and will be known as the "Parties".

RECITALS

Purpose

The purpose of this Agreement is to support public entities by facilitating their purchasing operations through cooperative contracting and to promote real savings for PCA Members with discounts resulting from the competitive bid process.

Texas Government Code, Chapter 791, Interlocal Cooperation Act, and *Texas Local Gov't. Code, Chapter 271, Subchapter F. Cooperative Purchasing Program* allows for governmental entities to contract for cooperative purchasing services that each Party to the contract is authorized to perform individually.

Eligible public entities may use all PCA contracts awarded to a Vendor. Each jurisdiction is subject to its own and members' requirements. The use of a PCA contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity(ies) between the Awarding Agency and PCA Member.

Membership Eligibility

Public entities in all 50 states, the U.S. Territories, Canada and Mexico, including local, state and federal governmental agencies, Indian tribal governments; educational institutions including K-12 public, private and charter schools, state and private colleges and universities; and non-taxed non-profit religious and charitable organizations are eligible to participate in the PCA purchasing cooperative. There is no fee to the PCA Member to join or use PCA contracts.

Role of the PCA Awarding Agency

1. Acts as Party to the Agreement.
2. Awards PCA contracts that have been competitively bid.
3. Provides service and support to PCA, PCA members and vendors, as necessary.

Role of the PCA Member

1. Registers on the PCA website, www.pcamerica.org, or any successor website.
2. Executes a copy of this Agreement by providing an authorized signature in the appropriate space below and submitting the form to Members@pcamerica.org.

3. Designates a contact person and updates the contact information as necessary.
4. Works with PCA awarded contractors according to the PCA contract.
5. Issues supplemental contracts, purchase orders, or other applicable authorizations for purchases directly to the awarded contractor; and includes "Purchasing Cooperative of America" or "PCA" and the "Contract Number".
6. Makes payments to vendors in a timely manner and in accordance with the state laws and local procedures applicable to the PCA Member for all goods and services received.
7. Notifies PCA at the address or email shown below of any substantial problems in quality of goods or performance of services with an awarded contractor under a PCA contract.

Role of the Purchasing Cooperative (PCA)

1. Acts as a group purchasing organization that governmental entities join as members.
2. Performs the administration and management duties and responsibilities for which PCA will receive fees from PCA vendors using PCA contracts.
3. Performs all of the required steps of the competitive solicitation process in compliance with all applicable state statutes and regulations related to competitive procurement and contracting in the State of Texas.
4. Provides members access to cooperative contracts, due diligence documentation and PCA vendor contact information.
5. Provides support and service to PCA Members and vendors.
6. Performs such other related services and duties as are customarily performed by a entity in a similar position.

General Provisions

1. Effective Date. This Agreement is effective upon signature and shall be automatically renewed annually unless either Party gives sixty (60) days prior written notice of non-renewal.
2. No Minimum Purchase Requirement. This Agreement does not obligate the PCA Member to purchase a minimum amount of goods and/or services under any PCA contract.
3. Federal Requirements. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the cooperative contracts contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
4. State Joint Powers Statutes. It is the sole responsibility of each PCA Member to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
5. Governing Law-Texas. Any issue concerning PCA contracts in which a PCA Awarding Agency is involved shall be governed by the law of the State of Texas, excluding the conflicts of law provisions.
6. Venue-In Texas. Exclusive Venue for any litigation whatsoever involving PCA is the state district court of Harris County, Texas.
7. Governing Law-Outside Texas. PCA member's use of PCA contracts shall be governed by the laws of the State of Texas, excluding the conflicts of law provisions.
8. Venue-Outside Texas. Exclusive Venue for litigation arising between PCA Member and PCA awarded contractor from use of PCA contracts is _____.
(court jurisdiction)

9. Invalid Provision. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
10. Immunity. Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this Agreement being executed or the performance of the functions and obligations describe herein.
11. Final Agreement. This Agreement incorporates all agreements, covenants and understandings between the Parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the Parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
12. "As is" Contracts. PCA makes PCA contracts available to the PCA Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the PCA Member.
13. Termination. This Agreement may be terminated with or without cause by either party upon (60) days prior written notice.
14. Notice. All forms of written notice, under this Agreement, shall be made by first class mail, postage prepaid and delivered to the other Party of this Agreement.
15. Records Requests. PCA Member agrees to cooperate in compliance with any reasonable request for information and/or records made by PCA. Breach of this provision may be grounds for termination after ten (10) days written notice to the PCA Member.
16. Submission. Send the signed Agreement via email to Members@pcamerica.org. An email copy of an executed signature shall have the same force and effect as an original signature page.
17. Term. This Agreement is effective the date of the final signature and shall continue indefinitely, subject to the Termination clause.

Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized to enter into and perform the terms of this Agreement.

Canutillo Independent School District
PCA Member Organization Name

Authorized Signature

Dr. Pedro Galaviz
Printed Name

Title Superintendent

Date

Designated Contact Elizabeth B. Sida

Title Purchasing Agent

Phone (915) 877-7426

Email esida@canutillo-isd.org

Purchasing Cooperative of America

PCA Authorized Signature

Printed Name

Title

Date

Phone

Email

Main PCA Email pcamerica@pcamerica.org

Board of Trustees

Meeting Date: 08/ 24/ 2021

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discussion and recommendation to select All Finishes LLC for the interior wall painting project at Canutillo High School, for the amount of $71,045.00, using local funds.

Justification Statement: Per CH (Local) any single, budgeted purchase of goods or services that costs $50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Purpose of Agenda Item: ☑ Information ☐ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Bruno Vasquez

Signature of Requester(s)

Signature of Presenter(s)

Elizabeth B. Sida — 8/10/2021

Business Services Approval (Initials) — *Date*

Agenda Summary:

The Facilities Department requested quotes from contractors to paint interior walls at Canutillo High School, as requested by campus administration.

The quotes and the detailed scope of work are attached herein.

RECOMMENDATION: Administration recommends approval of the proposal provided by All Finishes LLC for the painting of interior walls at Canutillo High School, in the amount of $71,045.00, using local funds.

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

AMOUNT(S): $71,045.00

ACCOUNT NO(S):

199.51.6299.01.001.99

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

3 Quotes

REQUESTING DEPARTMENT:

Facilities & Transportation

CONSEQUENCES OF NON-APPROVAL:

Deferred maintenance project remains incomplete.

IMPLEMENTATION TIMELINE:

The work will be coordinated with campus administration to avoid scheduling conflicts with instruction times.

ATTACHMENT(S): ✓ Cost analysis form, proposals from contractors

COST ANALYSIS FORM		
Description: Interior Wall Painting/ **CHS**		
Vendor A	**Vendor B**	**Vendor C**
All Finishes LLC	**Five Star Painting**	**NYZ Construction LLC**
$ 71,045.00	$ 101,152.00	$ 127,500.00
Comments:	Comments:	Comments:

W/O #29957 LEGACY

All Finishes LLC

Painting Professionals

2408 W. Webster Ct | Anthem, Arizona 85086 | P 602.599.1051 | Email aloera@allfinishespaint.com
Licensed / Bonded / Insured
ASC Region 19 Contract #19-7321
www.allfinishespaint.com

Submitted to:	Work to be performed at:
Canutillo Independent School District	Canutillo High School
7965 Artcraft	6675 South Desert Blvd
El Paso, TX 79932	El Paso, TX 79932
Phone: 575-339-9051	Date: June 3, 2021 REVISED
Email: mmata@canutillo-isd.org	Attn: Mario Mata

Interior Painting to Include:

- Admin Area- Paint offices & waiting area walls, ceilings, and painted metal doors/frames.
- Common Hallways- Paint block/drywall walls, stair metal railing, stair soffits, and painted metal doors/frames.
- Old/Auxiliary Gym Hallways- Paint block walls and painted doors/frames.
- Gymnasium Stairwell & Lobby Area- Paint walls and ceilings.
- Press Box- Paint walls, ceilings, painted doors/frames.
- Main Hallway- Paint only right-side block wall. Ceiling & metal beams are excluded from painting.
- Auditorium- Paint walls, drywall ceilings, painted doors/frames.
- Foyer- Paint block/drywall walls and ceilings. Metal beams are excluded from painting.
- Patch/repair damaged drywall & block including holes, small cracks and drywall water damage.
- Clean doors & frames with Krud Kutter Cleaner/Degreaser prior to final coat application.
- Paint 72 previously painted doors.
- Paint 157 previously painted door frames.
- All Finishes will follow the coating manufacturer's written specifications to fully execute the scope of work. The following products will be installed:
  - Block & Drywall Walls/Ceilings: Pro Mar 200 Interior Zero VOC Latex Semi-Gloss to be applied at a minimum 1.5 dry mils
  - Metal Doors/Frames/Railing: Pro Industrial Multi-Surface Acrylic Semi-Gloss to be applied at a minimum 1.4 dry mils
  - Block & Drywall Primer: Spot prime as needed with ProBlock Latex Primer/Sealer.
  - Metal Primer: ProCryl Acrylic Rust Inhibitive Primer.
- Project Timeline: June 21, 2021 start and completion date of July 30, 2021.

Notes:

1. Colors: TBD by Canutillo ISD agent.

Responsibilities. All Finishes LLC is responsible for but not limited to:

1. Full clean up post-painting. No debris, trash or mess of any kind is to be left behind.
2. All leftover paint will be left behind for owners touch up and future use.
3. Standard final walk-through with corrections.

All Finishes LLC

Painting Professionals

2408 W. Webster Ct | Anthem, Arizona 85086 | P 602.599.1051 | Email aloera@allfinishespaint.com
Licensed / Bonded / Insured
ASC Region 19 Contract #19-7321
www.allfinishespaint.com

4. All Finishes will provide a trash a dumpster and temporary, portable toilet for staff.

Exclusions:

1. Any item not listed above on "Interior Painting to Include"
2. Painting interior classrooms, gymnasium, locker rooms, mechanical rooms, cafeteria.
3. Paint over stained doors or factory finished metal.
4. Paint acoustical ceilings.
5. Painting exposed block.

Itemized Pricing: (Labor & Materials)

Labor (Prep)- 204 hours @ $55.00 per hour	$11,220.00
Labor (Final Paint)-658 hours @ $55.00 per hour)	$36,190.00
Materials- Primer (55 gallons ProBlock Int/Ext Latex Primer @ $39.00/gal)	$2,145.00
Materials- Walls (490 gallons Pro Mar 200 Latex Semigloss @ $41/gal)	$20,090.00
Materials- Doors/Frames/Railing (25 gals Multisurface Acrylic SG @ $56.00/gal)	$1,400.00
TOTAL PRICING:	**$71,045.00**

All Finishes LLC

Painting Professionals

2408 W. Webster Ct | Anthem, Arizona 85086 | P 602.599.1051 | Email aloera@allfinishespaint.com
Licensed / Bonded / Insured
ASC Region 19 Contract #19-7321
www.allfinishespaint.com

Submitted to:	Work to be performed at:
Canutillo Independent School District 7965 Artcraft El Paso, TX 79932	Canutillo High School 6675 South Desert Blvd El Paso, TX 79932
Phone: 575-339-9051 Email: mmata@canutillo-isd.org	Date: June 3, 2021 Attn: Mario Mata

"The Fine Print"

1. Above work to be performed as noted and completed in a workmanlike manner.
2. **2-Year Limited Workmanship Warranty:** All services, with exceptions*, completed by All Finishes LLC are guaranteed not to peel or blister for a period of two years from the date of application. This warranty is limited to workmanship. Some peeling may be due to influences other than workmanship and are not covered by this warranty. All Finishes LLC is not responsible for damage to coating resulting from moisture, abrasion or punctures caused by humans. If a defect in workmanship appears within two years and is reported to All Finishes LLC in writing, All Finishes LLC will inspect the affected areas and make any necessary repairs. The sole remedy against All Finishes LLC shall be for repairing the defective area and not any consequential damages to substrate or anything else.
3. **Warranty Exceptions*:** Damage to the paint film caused by moisture, abrasion and/or punctures created by humans or hardware/tools are not covered by this warranty.
4. Payment due Net 30.

Agreement:

Respectfully Submitted _____ Date: 6/3/2021

Albert Loera (602) 599-1051 cell aloera@allfinishespaint.com

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____ Date: _____

ACCEPTANCE OF PROPOSAL

All Finishes LLC

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101.84

ProMar® 200 Zero V.O.C.
Interior Latex Semi-Gloss

B31-2600 Series

SHERWIN WILLIAMS.

CHARACTERISTICS

ProMar 200 Zero V.O.C. Interior Latex Semi-Gloss is a durable, professional quality, interior vinyl acrylic finish for use on walls, ceilings, and trim of primed plaster, wallboard, wood, masonry, and primed metal.

Color: Most Colors

To optimize hide and color development, always use the recommended P-1 shade primer

Coverage: 350 - 400 sq.ft. per gallon @ 4 mils wet, 1.5 mils dry

Drying Time, @ 77°F, 50% RH:

Touch:	1 Hour
Recoat:	4 Hours

Drying and recoat times are temperature, humidity, and film thickness dependent

Finish: 25-35 units @ 60°

Tinting with CCE only:

Base:	oz. per gallon	Strength:
High Ref White	0-7	SherColor
Extra White	0-6	SherColor
Deep Base	4-12	SherColor
Ultradeep Base	10-12	SherColor
Real Red	0-12	SherColor
Bright Yellow	0-12	SherColor
Dover White		do not tint

Extra White B31W02651
(may vary by color)

V.O.C. (less exempt solvents):
less than 50 grams per litre, 0.42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids:	38 ± 2%
Weight Solids:	50 ± 2%
Weight per Gallon:	10.30 lbs
Flash Point:	N/A
Vehicle Type:	Vinyl Acrylic
Shelf Life:	36 months unopened
WVP Perms (US):	85.75 grains/(hr ft2 in Hg)

Anti-microbial
This product contains agents which inhibit the growth of mold and mildew on the surface of this paint film.

COMPLIANCE

As of 08/10/2020. Complies with:

OTC	Yes
OTC Phase II	Yes
SCAQMD	Yes
CARB	Yes
CARB SCM 2007	Yes
Canada	Yes
LEED® v4 &v 4.1 Emissions	Yes
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	Yes
MIR-Product Lens Certified	Yes
MPI®	Yes

APPLICATION

Apply at temperatures above 50°F.
No reduction needed.

Brush:
Use a nylon-polyester brush.

Roller:
Use a 3/8 to 3/4 inch nap synthetic cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide on sherwin-williams.com

Spray—Airless

Pressure	2000 p.s.i.
Tip	.017-.021 inch

APPLICATION TIPS

Make sure product is completely agitated (mechanically or manually) before use.

Priming and application of two coats at the recommended film thickness can help where hiding of a previous coating or application to new drywall is a factor.

Using the same method of application and batch to touch up with as that originally used will help improve touch up.

When original application was by spray, preconditioning of touch up paint by running it through the spray tip will help touch up appearance.

SPECIFICATIONS

Block:
1 coat ConFlex Block Filler*
2 coats ProMar 200 Zero V.O.C. Interior Latex

Drywall:
1 coat ProMar 200 Zero V.O.C. Latex Primer
2 coats ProMar 200 Zero V.O.C. Interior Latex

Masonry:
1 coat Loxon Concrete & Masonry Primer*
2 coats ProMar 200 Zero V.O.C. Interior Latex

Plaster:
1 coat Loxon Concrete & Masonry Primer*
2 coats ProMar 200 Zero V.O.C. Interior Latex

Wood:
1 coat Premium Wall & Wood Primer*
2 coats ProMar 200 Zero V.O.C. Interior Latex

*These primers contain less than 50 grams per litre V.O.C.

Other primers may be appropriate.

When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.

WO#29957

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Submitted to:	Work to be performed at:
Canutillo Independent School District 7965 Artcraft El Paso, TX 79932	Canutillo High School 6675 South Desert Blvd El Paso, TX 79932
Phone: 575-339-9051 Email: mmata@canutillo-isd.org	Date: May 31, 2021 Attn: Mario Mata

Interior Painting to Include:

- Admin Area- Paint offices & waiting area walls, ceilings and painted metal doors/frames.
- Common Hallways- Paint block/drywall walls, stair metal railing, stair soffits, and painted metal doors/frames.
- Old/Auxilary Gym Hallways- Paint block walls and painted doors/frames.
- Gymnasium Stairwell & Lobby Area- Paint walls and ceilings.
- Press Box- Paint walls, ceilings, painted doors/frames.
- Main Hallway- Paint only right-side block wall. Ceiling & metal beams are excluded from painting.
- Auditorium- Paint walls, drywall ceilings, painted doors/frames.
- Foyer- Paint block/drywall walls and ceilings. Metal beams are excluded from painting.
- Patch/repair damaged drywall & block including holes and small cracks.
- Clean doors & frames with Krud Kutter Cleaner/Degreaser prior to final coat application.
- Paint 72 previously painted doors.
- Paint 157 previously painted door frames.
- Materials: Block/Drywall Walls & Ceilings- Pro Mar 200 Interior Latex Semigloss; Metal Doors/Frames/Railing- Multisurface Acrylic Semigloos

Notes:

1. Colors: TBD by Canutillo ISD agent.

Responsibilities. All Finishes LLC is responsible for but not limited to:

1. Full clean up post-painting. No debris, trash or mess of any kind is to be left behind.
2. All leftover paint will be left behind for owners touch up and future use.
3. Standard final walk-through with corrections.

Exclusions:

1. Any item not listed above on "Interior Painting to Include"
2. Painting interior classrooms, gymnasium, locker rooms, mechanical rooms, cafeteria.
3. Paint over stained doors or factory finished metal.
4. Paint acoustical ceilings.
5. Painting exposed block.

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Itemized Pricing: (Labor & Materials)

Labor (Prep)- 204 hours @ $55.00 per hour	$11,220.00
Labor (Final Paint)-658 hours @ $55.00 per hour)	$36,190.00
Materials- Primer (55 gallons Quick Dry Primer @ $39.00 each)	$2,145.00
Materials- Walls (490 gallons Pro Mar 200 Latex Semigloss @ $41/gal)	$20,090.00
Materials- Doors/Frames/Railing (25 gals Multisurface Acrylic SG @ $56.00/gals)	$1,400.00
TOTAL PRICING:	**$71,045.00**

Submitted to:
Canutillo Independent School District
7965 Artcraft
El Paso, TX 79932

Phone: 575-339-9051
Email: mmata@canutillo-isd.org

Work to be performed at:
Canutillo High School
6675 South Desert Blvd
El Paso, TX 79932

Date: May 31, 2021
Attn: Mario Mata

"The Fine Print"

1. Above work to be performed as noted and completed in a workmanlike manner.
2. Payment due Net 30.

Agreement:

Respectfully Submitted _____ Date: 5/31/2021

Albert Loera (602) 599-1051 cell aloera@allfinishespaint.com

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____ Date: _____

ACCEPTANCE OF PROPOSAL

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113.04SG

Pro Industrial™

Multi-Surface Acrylic Semi-Gloss

B66-1550 Series

SHERWIN WILLIAMS.

CHARACTERISTICS

Pro Industrial Multi-Surface Acrylic is a waterborne acrylic for interior and exterior use on marginally prepared metal or masonry surfaces. Features multiple sheens, fast dry, easy application and dry fall properties.

Features:

- Self-priming directly to multiple surfaces
- Excellent one-coat hide and stain blocking
- Abrasion resistant
- Optimized for spray application
- Good exterior color and gloss retention
- Dries fast and dry falls in 10-15 feet
- Suitable for use in USDA inspected facilities

For use on properly prepared:
Steel, Galvanized & Aluminum, Concrete and Masonry.

Finish:	35-45° @60°
Color:	Most colors

Recommended Spreading Rate per coat:

Wet mils:	3.75-6.0
Dry mils:	1.4-2.3
Coverage:	264-435 sq.ft. per gallon
Theoretical Coverage:	609 sq. ft. per gallon @ 1 mil dry

Approximate spreading rates are calculated on volume solids and do not include any application loss.
Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 5.0 mils wet, @ 50% RH:

Drying, and recoat times are temperature, humidity, and film thickness dependent. Dry fall characteristics will be affected at temperatures below 77°F (25°C) or above 50% RH.

	@50°F	@77°F	@100°F
To touch	1 hour	30 minutes	15 minutes
To handle	2 hours	1 hour	30 minutes
To recoat	4 hours	2 hours	1hour
To dryfall	10-15 ft.	10 ft.	10 ft.

Tinting with CCE only:
Tinting will affect dry/all characteristics.

Base	oz. per gallon	Strength
Extra White	0-6	SherColor
Ultradeep Base	10-14	SherColor

Extra White B66W01551
(may vary by color)

V.O.C. (less exempt solvents):
less than 50 grams per litre; 0.42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids:	38 ± 2%
Weight Solids:	50 ± 2%
Weight per Gallon:	10.25 lb
Flash Point:	N/A
Shelf Life:	24 months, unopened

COMPLIANCE

As of 03/09/2020. Complies with:

OTC	Yes
OTC Phase II	Yes
SCAQMD	Yes
CARB	Yes
CARB SCM 2007	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	No
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	No
MIR-Manufacturer Inventory	No
MPI®	Yes

APPLICATION

Temperature:	
minimum	50°F
maximum	100°F
	air, surface, and material
	At least 5°F above dew point
Relative humidity:	85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer:	Water
Airless Spray:	
Pressure	2000 p.s.i.
Hose	1/4 inch I.D.
Tip	.013 - .017 inch
Filter	60 mesh
Conventional Spray:	
Gun	Binks 95
Fluid Nozzle	63 C
Air Nozzle	63 PB
Atomization Pressure	60 p.s.i.
Fluid Pressure	50 p.s.i.
Reduction:	Not recommended
Brush	Nylon-polyester
Roller Cover	1/4 inch woven

If specific application equipment is listed above, equivalent equipment may be substituted.

Apply paint at the recommended film thickness and spreading rate as indicated. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Overspray landing on hot surfaces may adhere to these surfaces. Immediately remove overspray from hot surfaces before adhesion occurs.

SPECIFICATIONS

Steel*:
2 coats Pro Industrial Multi-Surface Acrylic

Steel:
1 coat Pro Industrial Pro-Cryl Primer
or Pro Industrial DTM Primer/Finish
or Kem Bonds HS
or Zinc Clad Primer
1-2 coats Pro Industrial Multi-Surface Acrylic

Aluminum:
1-2 coats Pro Industrial Multi-Surface Acrylic

Aluminum (Water Based Primer):
1 coat Pro Industrial Pro-Cryl Primer
1-2 coats Pro Industrial Multi-Surface Acrylic

Concrete Block (CMU):
1 coat Pro Industrial Heavy Duty Blockfiller
or Loxon Acrylic Block Surfacer
1-2 coats Pro Industrial Multi-Surface Acrylic

Concrete/Masonry:
1 coat Loxon Concrete & Masonry Primer (if needed)
or Loxon Conditioner (if needed)
2 coats Pro Industrial Multi-Surface Acrylic

Drywall:
1 coat ProMar 200 Zero V.O.C. Primer
1-2 coats Pro Industrial Multi-Surface Acrylic

Galvanizing:
2 coats Pro Industrial Multi-Surface Acrylic

Pre-Finished Siding: (Baked-on finishes)
1 coat Bond-Flex Waterbased Acrylic
or DTM Bonding Primer
1-2 coats Pro Industrial Multi-Surface Acrylic

Wood, exterior:
1 coat Exterior Wood Primer
1-2 coats Pro Industrial Multi-Surface Acrylic

Wood, interior:
1 coat Premium Wall & Wood Primer
1-2 coats Pro Industrial Multi-Surface Acrylic

*Primer recommended for best performance

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www.allfinishespaint.com

108.04A

PrepRite® ProBlock®

Interior-Exterior Latex Primer-Sealer

B51-600 Series

SHERWIN WILLIAMS.

CHARACTERISTICS

PrepRite ProBlock Interior-Exterior Latex Primer-Sealer:

- Assures uniform appearance of topcoats
- Fast dry
- Apply at temperatures down to 35°F
- Assures adhesion of the topcoat to slick, glossy surfaces
- Seals out solvent sensitive stains - tar, solvent based markers, etc.
- Seals minor dried water stains and tannin
- Provides easy "slip" for positioning of wallpaper

Use on Interior

- Ceiling Tiles • Paneling • Wall Laminate
- Cured Plaster • Varnished Woodwork
- Kitchen Cabinets • Ceramic Wall Tile
- Under wallcovering

Use on Interior and Exterior:

- Wood • Aluminum • Galvanized Metal
- Previously Painted Surfaces • PVC Piping
- Drywall • Concrete and Masonry • Many Plastics
- Glossy Surfaces • Fiberglass • Copper
- Glazed Block

Color: White & Deep Base

For best topcoat color development, use the recommended "P" shade primer. Check color before use.

Coverage: 400 sq.ft. per gallon @ 4.0 mils wet; 1.4 mils dry

Drying and recoat times are temperature, humidity, and film thickness dependent

Drying Time, @ 77°F, 50% RH:

Touch:	30 minutes
Recoat: as a primer	1 hour
Recoat: as a stain sealer:	4 hours
Recoat: to apply wallcovering:	3 hours
Finish:	5-10 units @85°

Tinting with ICE only:

Base	oz. per gallon	Strength
White	0-4	SherColor
Deep Base	4-12	SherColor

White B51W00620
(may vary by base)

V.O.C. (less exempt solvents):
less than 50 grams per litre, .42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids:	35 ± 2%
Weight Solids:	52 ± 2%
Weight per Gallon:	10.9 lbs
Flash Point:	N.A.
Vehicle Type:	Styrenated Acrylic Latex
Shelf Life:	36 months unopened

Anti-microbial - This product contains agents which inhibit the growth of microbes on the surface of this paint film.

COMPLIANCE

As of 05/13/2021. Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	Yes
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	Yes
MR-Product Lens Certified	Yes
MPI®	Yes

APPLICATION

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours. Air and surface temperatures must not drop below 35°F for 48 hours after application.

Do not reduce for stain blocking

Brush:
Use a nylon-polyester brush.

Roller:
Use a 3/8 inch nap soft woven roller cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide on sherwin-williams.com

Spray—Airless:

Pressure	2000 p.s.i.
Tip	.015-.021 inch

APPLICATION TIPS

For best topcoat color development, use the recommended "P"-shade primer.

When spot priming on some surfaces, a non-uniform appearance of the final coat may result, due to differences in holdout between primed and unprimed areas. To avoid this, prime the entire surface rather than spot priming.

For optimal performance, this primer must be topcoated with a latex, alkyd-oil, water based epoxy, or solvent based epoxy coating on architectural applications.

For exterior exposure, this primer must be topcoated within 14 days with architectural latex or oil finishes.

For better performance when priming an entire house, use Exterior Latex or Oil-Based Primers.

PrepRite ProBlock Latex Primer-Sealer can be topcoated in 1 hour in non-stain blocking applications.

SPECIFICATIONS

1 coat PrepRite ProBlock Interior-Exterior Latex Primer-Sealer

2 coats Appropriate topcoat

Recommended Architectural Topcoats:
All Surface Enamels
A-100 Exterior Latex
Duration Exterior & Duration Home Interior
Emerald Exterior & Interior
Emerald Urethane Trim Enamel
SuperPaint Exterior & Interior
ProClassic Interior Enamels
ProMar Series Interior

Recommended Industrial Topcoats:
Pro Industrial Acrylic Coating
Pro Industrial Pre-Cat Epoxy
Pro Industrial Pre-Cat Urethane
Pro Industrial Waterbased Catalyzed Epoxy

All Finishes LLC

Painting Professionals

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www.allfinishespaint.com

GO Canutillo
Excellence Through Integrity and Innovation

Mario Mata <mmata@canutillo-isd.org>

All Finishes LLC

1 message

Chris Italiano <citaliano@park7group.com> Fri, Jun 25, 2021 at 11:50 AM
To: "mmata@canutillo-isd.org" <mmata@canutillo-isd.org>
Cc: Albert Loera <aloera@allfinishespaint.com>

Good Afternoon Mr. Mata,

It is with great pleasure that I am able to tender this letter of professional recommendation for Albert Loera and All Finishes LLC. My recommendation is based on:

1. Over 10 years of direct personal and professional relationship.
2. Multiple, at least four, new construction midrise luxury student housing projects. All projects in excess of 500,000 sg ft of floor space, detailed exterior and garage structures.
3. Total contract values over $10,000,000.00.
4. Projects in multiple states: Nevada, Arizona and Texas

Over the course of our relationship, Albert has displayed the very highest level of:

1. Professional conduct.
2. Integrity
3. Flexibility.
4. Business acumen.

Under Albert's direction, All Finishes LLC has:

1. Performed flawlessly.
2. Always met our tight schedules.
3. Been an outstanding trade partner.

All Finishes LLC is classified as a "Legacy Trade Partner" with my firm.

Please feel free to call me at anytime for further information regarding Albert or All Finishes LLC.

Respectfully,

Christopher S. Italiano|Park7 Group

Vice Presidnt of Construction

614-778-1053/citaliano@park7group.com

461 Park Ave, South

New York, NY 10016

GO Canutillo
Excellence Through Integrity and Innovation

Mario Mata <mmata@canutillo-isd.org>

CHS PAINT PROJECT - ALL FINISHES.pdf

Albert Loera <aloera@allfinishespaint.com>
To: Mario Mata <mmata@canutillo-isd.org>

Fri, Jun 25, 2021 at 9:09 AM

Mario,

Please see revised bid to include two coat coverage or minimum wet mil application as per manufacturer's specification requirements. Keep in mind no matter how many coats are applied, I am responsible for applying the paint at the manufacturer's minimum dry mil rate requirement. As for references, I reached out to some of my customers for reference letters and hopefully I will get those back anytime soon. I included a large project reference sheet and resume along with contact information. Most new customers require a resume or reference sheet, and they contact the customer directly as many times contractors write their own reference letters instead of their customers. I reached out to Robert Luna (YISD Director of Maintenance) and he said to call or email him if needed. I repainted common areas at Parkland Elementary for him before the pandemic. His mobile # is 915-820-1734 and email rluna8@yisd.net.

Please let me know if you have any further questions. I would like to schedule a walkthrough with you mid next week if possible. It will take us no more than 3 weeks to complete the project.

Thank you,

Albert Loera

All Finishes LLC I Contracting Professionals

Mobile: 602.599.1051

aloera@allfinishespaint.com I www.allfinishespaint.com

[Quoted text hidden]

The 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 Rd., El Paso, TX 79932.

El Distrito Escolar Independiente de Canutillo no discrimina por motivos de raza, color, religión, sexo, género, origen nacional, edad, discapacidad, estado militar, información genética o cualquier otra razón prohibida por la ley en sus prácticas laborales, o en la prestación de servicios educativos, actividades y programas, incluida la educación profesional y técnica (programas vocacionales). Para obtener información adicional sobre la política de no discriminación del Distrito Escolar Independiente de Canutillo, comuníquese con la División de Recursos Humanos: (915) 877-7423, 7965 Artcraft Rd., El Paso, TX 79932.

2 attachments

Canutillo HS Hallways_Common Areas Repaint 6.22.21.pdf
839K

All Finishes Resume_Large Jobs 6.15.21.pdf
273K

Quote#: 4266 Title: Interior Quote Date: 01/31/2021

Estimator: Jorge Campos, III Cell Phone: Office Phone:

Mailing Address: 425 Bates Way Unit B, El Paso TX 79915

FIVE STAR PAINTING

w/o 29957 LEGACY

Customer Quote

Locally Owned and Independently Operated

Principal Teresa Clapsaddle
tclapsaddle@
(915) 877-7800

Billing: Canutillo High School
6675 S Desert Blvd
El Paso , TX 79932

Service: 6675 S Desert Blvd
El Paso , TX 79932

Customer Notes:
Five Star Painting will match any comparable quote.
1/3 upon booking and progress payments every 2 weeks.
2 year warranty on labor and materials, aside from paint manufacturers warranty.
We use Sherwin Williams ProMar 200 and Bher Pro 300 quality paints. See Product Data attached to email.
Walls will be free of posters and bulletin boards prior to work starting.
Start date will be withing 30 days of awarded contract or sooner. Completion time will be within 6 weeks or sooner.
Murals and memorial will be protected and painted around.
Drywall imperfections will be repaired prior to painting. Includes patch and repair of existing water damage to gypsum board, cracks and other existing imperfections.
For warranty terms, see attached.
Color selection needed in order to perform a sample test and validate 2 coat coverage.
Contractor will follow manufacturer's written specifications for the execution of work.
Portable toilet facilities will be provided for staff, and trash will be removed on daily basis. No need for dumpster.

Not Included:
Classrooms and offices not specified.
New gym hallway
Bathrooms, Other than entrances.
Cafeteria

Details

- A Five Star representative will always do a thorough walk around with the customer, before the job starts, to ensure everyone has the same understanding. E.g. Colors, wall to be painted, timeframes, etc.
- Five Star will put drop cloths down wherever painting is to be done.
- Five Star will always ask the customer where we can clean out our gear, we will never assume we can use a specific sink or area.
- Our gear will always be stored in an approved area.
- Five Star will do a minor clean up at the end of each day, and will do a thorough clean up at the completion of the job.
- Five Star will always do a walk around with the customer at the end of the job to ensure that the customer is completely satisfied with the final product.

Prep and Paint drywall walls and ceilings in High School hallways, beams in hallways multicolored, both rotunda courtyards, main office hallway, principals office and conference room, secondary conference room, counseling center main hall, all painted doors and frames in areas where walls are painted. classroom wing hallways both levels, stairways and ceiling above same, wrought iron railing, auditorium entrance and press box common areas, (no offices) with doors and exterior looking doors as well. Labor and Materials included in labor total below.

Labor: $99497.00

Included 6-11-21 to paint office 7 offices in main office counseling center and nurses station main recovery area and waiting room. Labor and Materials.

Labor: $1655.00

Total
Labor: $101,152.00
Subtotal: $0.00
Total: $101,152.00
Payment: $0.00
Balance Due: $101,152.00

1. Subcontractors. Contractor at his discretion may delegate any portion of the work by Subcontractor with responsible Subcontractors, but such delegation shall not relieve Contractor of full responsibility for the work. Any corresponding subcontract shall require the Subcontractor to be bound to the full terms of this Contract to the extent of his work, and it shall allow the Subcontractor the benefit of the same rights and remedies afforded the Contractor by this Contract.

2. Work Involved. All work will be performed, in a workmanlike fashion according to the plans and specifications identified.

3. Time of Commencement and Substantial Completion. The work shall be convened and, subject to adjustments, substantially completed within the time limits given above but Contractor shall not be penalized for Acts of God , strikes, shortages of critical materials, and other delays beyond his control. Upon notice by the Contractor of substantial completion of the Project the owner.s representative shall tour the project with the contractor and provide contractor with a .Punch List. by which the contractor can fully complete his work. Items not included in this Punch List shall be treated as Warranty Work more Fully discussed below.

4. Warranty Work. Contractor warrants to owner that all materials incorporated into the project will be new unless otherwise specified, and further warrants, all materials and workmanship for the warranty work, which is not part of a subsidiary warranty from a materialman or subcontractor, will be done at full cost to owner.

5. Initial Payment. The initial payment shall be paid by Owner to Contractor prior to commencement or work and shall be used for acquisition of materials and site setup. Contractor shall practically credit owner for such initial payment in each application for payment in the amount shown, until the initial payment is fully credited. As per State of Texas compliance, the taxes on labor performed will be extra to labor amount quoted at the rate of 8.25%, unless a tax exempt certificate of supplied.

6. Progress Payments. The Owner shall make the monthly progress payments less the given retention to Contractor for all unpaid work completed through the given day of each month based upon an Application for Payment submitted by Contractor. Such progress payments shall be made within given number of days or the receipt of such Application. If for any reason, any such progress payment is not received in full within such time, Contractor shall have the right to cease work immediately sending written notice to Owner and to initiate any applicable legal proceedings to collect the amount due together with interest at 10% per annum.

7. Final Payment. All amounts held in retention together with any other unpaid portion of the contract or change orders shall be paid to the Contractor within the given number of days Contractor.s notification to Owner that the work is complete.

8. Effect of Final Payment. The making of the final payment shall constitute waiver of all claims by Owner except those arising from unsettled liens, from failure of work, to comply with requirements of Contractor documents, or from faulty or defective work appearing after standard completion or identified in the final punch list. In like manner, acceptance of final payment by Contractor constitutes a waiver of all claims not previously made to Owner in writing or identified as unsettled in the application for the final payment.

9. Conditions to Progress and Final Payments. Neither progress nor final payments from Owner to Contractor are conditioned upon receipt by Owner of corresponding draws from Owner.s Lender. Owner may condition any progress or final payments to Contractor upon receipt from Contractor or appropriate lien waivers themselves conditioned upon receipt of the monies applied for.

10. Surveys, Legal Descriptions and Easements. Owner shall furnish all surveys and legal descriptions of the project, and Owner shall secure and pay for all necessary approvals, easements and changes require for use of occupancy of the project.

11. Professional Fees. Owner shall pay for all real estate fees, financing charges, accounting fees, legal fees, design fees, and engineering fees involve din the acquisition and development of land underplaying the project as well as the construction of the project itself.

12. Liability and Property Insurance. Owner shall purchase and maintain both liability insurance for his own liability, and property insurance for the entire project; this property insurance shall include .all risk. coverage for theft and vandalism as well as the standard casualty coverage for fire and flood.

13. Supervision, Safety and Insurance. Contractor shall be responsible for all supervision and coordination of the work and for all responsible precautions needed to carry out such work in a manner safe for both the project and all person involved therein. Contractor shall secure and maintain all liability and Workmen.s Compensation Insurance necessary for the work or himself and his subcontractors . If this Contract is performed as .cost plus. Contract all such supervision and insurance costs will be treated as job costs.

14. Administrative and Job Overhead Items. The following administrative and job overhead items are to be absorbed by the Contractor in the fixed fee contract and to be treated as job costs in a cost-plus contract. Office overhead directly related to the project project schedules and project record documents, job storage and protection of job materials, as well as maintenance, replacement and rental or tools and equipment.

15. Construction Permits and Sales Taxes. Contractor shall comply with all laws, ordinances and regulations effecting construction of the project and shall secure any pay for all necessary building and construction permits and shall pay all sales taxes arising from the construction of the project. If this Contract is performed as .cost plus. contract in lien of a fixed fee contract all such taxes and fees shall be treated as part of the job costs.

16. Legal Remedies. This Contract shall be governed by the laws of the State of Texas and all applicable case law. All of the remedies available under those laws shall be available to the parties of the Contract. At the option of either party any dispute arising hereunder may be submitted to arbitration. The prevailing party in any dispute arising shall be awarded attorney.s fees , arbitration and court costs, as the court deems fair.

17. Assignment. This Contract may not be assigned by either party without the other party.s written consent.

18. Modifications. All modifications to this Contract shall be in writing by change orders, purchase orders or similar documents signed by agents of both Owner and Contractor.

19. Notice of Completion. Should Owner for any reason record a Notice of Completion that operates to shorten the lien period he shall immediately notify Contractor of the Notice, and deliver a copy of that Notice to Contractor.

20. Acceptance. This Contract shall be executed in duplicate. Owner and Contractor shall each retain one of the original duplicates. This Contract is complete and binding when properly executed as indicated above.

21. This proposal is to be included in any contract of this work stated herein and become part of that contract. State of Texas sales tax applies to total on commercial repaints.

Instructions: contractor completes and executes three copies and delivers two to Owner. Owner accepts proposal by executing and returning one copy to contract before proposal termination date.

Contractor Signature	Title	Date	
Authorization to Start Work (Owner)	Title	Date	$101152.00 Contract Total
Work Completed to My Satisfaction (Owner)	Title	Date	

Five Star Quality. Without the Five Star Price.

(915) 630-4303 or (915) 820-0321 - fivestarpainting.com

Visit fivestarpainting.com/warranty for details on our 2-year warranty.

Quote#: **4266** Date: **01/31/2021** Estimator: **Jorge Campos, III** Cell Phone: Office Phone:

W/O # 29957 LEGALY

N.Y.Z. CONSTRUCTION, LLC

5521 Homer Cir. El Paso, TX 79904
Phone: (915) 329-1443
nyzconstruction@hotmail.com

REVISED PROPOSAL 6/7/2021

TO: CANUTILLO INDEPENDENT SCHOOL DISTRICT
ATT: MR. MARIO MATA
JOB: CANUTILLO HIGH SCHOOL 6675 SOUTH DESERT BLVD., EL PASO, TEXAS 79932.

SCOPE: TO PROVIDE SERVICE, LABOR, MATERIALS AND EQUIPMENT FOR THE FOLLOWING:

PROPOSAL BASED ON SITE VISIT WITH MR. MARIO MATA.

TO PATCH AND REPAIR ANY EXISITNG DRYWALL AREAS WITH WATER DAMAGE AND/OR ANY CRACKS.
TO APPLY MATCHING TEXTURE TO DRYWALL PATCHES AND REPAIRS AND ONE COAT OF PRIMER.
TO APPLY TWO COATS OF NEW PAINT MATERIALS TO ALL WALLS INCLUDED IN THIS PROJECT.

AREAS TO RECEIVED PAINTING ARE:

AUDITORIUM, AUDITORIUM HALLWAYS, TWO CMU WALLS AT ENTRANCE, MAIN ENTRANCE ROTUNDA, MAIN ENTRANCE ROTUNDA DRYWALL CEILING, FRONT OFFICE HALLWAYS AND MAIN AREAS, PRINCIPAL'S OFFICE, COUNCELING CENTER AND OFFICES, NURSE STATION AND NURSE'S OFFICE, MAIN HALLWAY INCLUDING I-BEAMS DRYWALL ARCHES ON SECOND LEVEL, GYMNASIUM ROTUNDA AND DRYWALL CEILING, GYMNASIUM HALLWAYS, HALLWAY E 1ST. AND 2ND. LEVEL, HALLWAY G 1ST. AND 2ND. LEVEL, LOUNGE IN G HALLWAY, HALLWAY H 1ST. AND 2ND. LEVEL, TEACHER'S LOUNGE, THREE STAIR CASES INCLUDING METAL HAND RAILS AND FENCE RAILS, PRESS BOX WALLS AND CEILINGS, LOCKER ROOM # 1 AND LOCKER ROOM # 2. INCLUDING HOLLOW METAL DOORS FRAMES AND METAL DOORS AT WORK AREAS.

TAX:	EXEMPT
TOTAL PROPOSAL AMOUNT:	**$ 127,500.00**

TERMS, CONDITIONS & EXCLUSIONS.

1:THE ABOVE PRICING INCLUDES MATERIALS, EQUIPMENT AND FINISHES TO COMPLETE SCOPE OF WORK.
2:PROPOSAL BASED ON SITE VISIT MAY 2021. SUBJECT TO CHANGE, PENDING REVISIONS.
3:PROPOSAL INCLUDES SUPERVISION AND CLEAN UP.
4:PROPOSAL NOT TO INCLUDE ANY INTERIOR FINISHES OTHER THAN LISTED ABOVE.
5:PROPOSAL INCLUDES ROLL OFF CONTAINER AND PROTABLE TOILETS FOR OUR STAFF.
6:PROPOSAL TO THE RIGHT MAN POWER TO COMPLETE PAINTING SCOPE BEFORE 08/01/2021.
7:PROPOSAL INCLUDE PPG PAINT PVA PRIMER AND ZERO VOC PAINT.
8:PROPOSAL TO INCLUDE ONE FULL YEAR CRAFTMAN'S WARRANTY.

APROVED BY: N.Y.Z. CONSTRUCTION,LLC DATE:06/07/2021

N.Y.Z. CONSTRUCTION, LLC

PHONE: (915) 329-1443
www.nyzconstruction.com
nyzconstruction@hotmail.com

May 21st., 2021

TO: CANUTILLO INDEPENDENT SCHOOL DISTRICT.
7710 CAP CARTER ROAD CANUTILLO, TEXAS 79835.

PROJECT: CANUTILLO HIGH SCHOOL
6675 SOUTH DESERT BLVD., EL PASO, TEXAS 79932.

PERIOD OF WARRANTY: **ONE FULL YEAR TO START MAY 21ST., 2021.**

ONE (1) YEAR GENERAL GUARANTEE.

N.Y.Z. Construction, LLC., hereby warrants all labor and materials furnished and work performed are in accordance with the contract, plans and specifications, authorized changes and additions. Should any defect develop during the contratc general guarantee periods, as hereinafter defined, due to improper materials and/or workmanship on the undersigned, the undersigned will repair and replace any and all defects.

This warranty does not extend to defects or damage caused by forces or actions beyond the undersigned's control such as but not limited to: abuse, normal wear tear, normal usage, failure to properly maintain the work, failure to properly operate equipment, acts of war or acts fo God.

The GENERAL GUARANTEE shall be for a period of ONE (1) YEAR from the date on which the complete work is turned over to and accepted by the owner, unless a different period of time is elsewhere.

Cordially,

DATE: _____

MR. FERNANDO NUNEZ
N.Y.Z. CONSTRUCTION, LLC. (Managing Member).

N.Y.Z. CONSTRUCTION, LLC

5521 Homer Cir. El Paso, TX 79904
Phone: (915) 329-1443
nyzconstruction@hotmail.com

PROPOSAL
5/25/2021

TO: CANUTILLO INDEPENDENT SCHOOL DISTRICT
ATT: MR. MARIO MATA
JOB: CANUTILLO HIGH SCHOOL 6675 SOUTH DESERT BLVD., EL PASO, TEXAS 79932.

SCOPE: TO PROVIDE SERVICE, LABOR, MATERIALS AND EQUIPMENT FOR THE FOLLOWING:

PROPOSAL BASED ON SITE VISIT WITH MR. MARIO MATA.

TO REPAIR EXISITNG AREAS WITH WATER DAMAGE PRIOR TO INTERIOR PAINTING.
TO APPLY MATCHING TEXTURE PRIOR INTERIOR PAINTING.

AREAS TO RECEIVED PAINTING ARE:

AUDITORIUM, AUDITORIUM HALLWAYS, TWO CMU WALLS AT ENTRANCE, MAIN ENTRANCE ROTUN
MAIN ENTRANCE ROTUNDA DRYWALL CEILING, FRONT OFFICE HALLWAYS AND MAIN AREAS,
PRINCIPAL'S OFFICE, COUNCELING CENTER AND OFFICES, NURSE STATION AND NURSE'S OFFICE, MA
HALLWAY INCLUDING I-BEAMS DRYWALL ARCHES ON SECOND LEVEL, GYMNASIUM ROTUNDA ANI
DRYWALL CEILING, GYMNASIUM HALLWAYS, HALLWAY E 1ST. AND 2ND. LEVEL, HALLWAY G 1ST. A
2ND. LEVEL, LOUNGE IN G HALLWAY, HALLWAY H 1ST. AND 2ND. LEVEL, TEACHER'S LOUNGE, THRE
STAIR CASES INCLUDING METAL HAND RAILS AND FENCE RAILS, PRESS BOX WALLS AND CEILINGS,
LOCKER ROOM # 1 AND LOCKER ROOM # 2. INCLUDING HOLLOW METAL DOORS FRAMES AND META
DOORS AT WORK AREAS.

TAX:	EXEMPT
TOTAL PROPOSAL AMOUNT:	**$ 127,500.00**

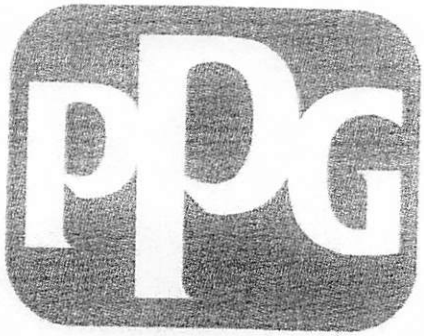
TERMS, CONDITIONS & EXCLUSIONS.

1:THE ABOVE PRICING INCLUDES MATERIALS, EQUIPMENT AND FINISHES TO COMPLETE SCOPE OF WORK.
2:PROPOSAL BASED ON SITE VISIT MAY 2021. SUBJECT TO CHANGE, PENDING REVISIONS.
3:PROPOSAL INCLUDES SUPERVISION AND CLEAN UP.
4:PROPOSAL NOT TO INCLUDE ANY INTERIOR FINISHES OTHER THAN LISTED ABOVE.
5:UTILITIES SUCH AS ELECTRICITY, WATER AND TRASH DUMPSTER BY GC/OWNER.

APROVED BY: N.Y.Z. CONSTRUCTION,LLC DATE:05/25/2021

APROVED BY: DATE:

FERNANDO NUÑEZ
RECOMENDED BY...



To Whom It May Concern:

I, Ricardo Gonzalez and El Paso & Juarez Paint DBA PPG Paints, would like to recommend Fernando Nunez and NYZ Construction, LLC for any construction and paint projects. I have been working closely with NYZ Construction, LLC for the past six years. I have sold to them many building materials and paint for a numerous project. I have recommended them for many projects of different size to include the new Harmony School located on Vista del Sol in East El Paso. Every project that they have completed was to an excellent quality. As per our current customers that they have performed work for, they are one of our top customers and our number one recommended company that we currently have. I am pleased to say that they are very reliable, responsible, committed, and honest companies that I have worked closely with throughout my years in the industry. Therefore, when I heard that Canutillo Independent School District was looking for a good company to work on their projects, I couldn't hesitate to recommend NYZ Construction, LLC, as I know for a fact that the work they perform will be of good quality and in a timely matter.

Sincerely,

Ricardo González

(Operations Manager, PPG Paints)

Architectural Coatings

Speedhide Interior Latex Sealer Quick-Drying

GENERAL DESCRIPTION

Our best professional interior latex primer is formulated to meet the performance requirements of professional applicators. *Speedhide* Interior Latex Sealer can be used as a primer under alkyd or latex finish coats and is ideal under eggshell and semi-gloss finishes. This low VOC, low odor paint enables a space to be painted while occupied while delivering the durable product performance required. It provides excellent sealing properties. Recommended for use on properly prepared interior wallboard and drywall surfaces, wood, masonry and oriented strand board or particle board.

RECOMMENDED SUBSTRATES

Concrete	Gypsum Wallboard-Drywall
Concrete/Masonry Block	Oriented Strand Board
Particle Board	Wood

CONFORMANCE STANDARDS

- VOC compliant in all regulated areas
- Can help earn LEED® 2009 credits
- MPI® approval in category #50, Primer Sealer, Latex, Interior
- Meets *MPI* Green Performance Standards (GPS-1)
- Meets the Collaborative for High Performance Schools (CHPS) Low-Emitting Materials criteria section 01350

APPLICATION INFORMATION

Stir thoroughly. When using more than one container of the same color, intermix to ensure color uniformity. USE WITH ADEQUATE VENTILATION. KEEP OUT OF REACH OF CHILDREN. Read all label and Material Safety Data Sheet (MSDS) information prior to use. MSDS are available through our website or by calling 1-800-441-9695.

Application Equipment: Apply with a high quality brush, roller, paint pad, or by airless spray equipment. Where necessary, apply a second coat.

Airless Spray: Pressure 2000 psi, tip 0.015" - 0.021"
Spray equipment must be handled with due care and in accordance with manufacturer's recommendation. High-pressure injection of coatings into the skin by airless equipment may cause serious injury.

Brush: Polyester/Nylon Brush
Roller: 3/8" - 3/4" nap roller cover
Thinning: Thinning is not usually required. If necessary, thin with up to 1/4 pint (118mL) of water per U.S. gallon (3.78 L) of paint.

Permissible temperatures during application:

Material:	50 to 90°F	10 to 32°C
Ambient:	50 to 100°F	10 to 38°C
Substrate:	50 to 100°F	10 to 38°C

TINTING AND BASE INFORMATION

Refer to the appropriate color formula book, automatic tinting equipment, and or computer color matching system for color formulas and tinting instructions.

6-2 White

Some colors, drastic color changes, or porous surfaces may require more than one coat to achieve a uniform finish.

PRODUCT DATA

PRODUCT TYPE:	Vinyl Acrylic Latex
SHEEN:	Flat
VOLUME SOLIDS:	28% +/- 2%
WEIGHT SOLIDS:	44% +/- 2%
VOC:	<50 g/L (0.4 lbs./gal.)
WEIGHT/GALLON:	10.9 lbs. (4.9 kg) +/- 0.2 lbs. (91 g)

COVERAGE: Approximately 400 sq. ft./gal. (37 sq. m/3.78L) per U.S. Gallon (3.78L) on smooth, nonporous surfaces.

Wet Film Thickness:	4.0 mils
Wet Microns:	102
Dry Film Thickness:	1.0 mils
Dry Microns:	25.4

Coverage figures do not include loss due to surface irregularities and porosity or material loss due to application method or mixing.

DRYING TIME: Dry time @ 77°F (25°C); 50% relative humidity.

To Touch:	30 minutes
To Recoat:	4 hours

Drying times listed may vary depending on temperature, humidity, film build, color, and air movement.

CLEANUP: Clean tools with warm soapy water

DISPOSAL: Contact your local environmental regulatory agency for guidance on disposal of unused product. Do not pour down a drain or storm sewer.

FLASH POINT: Over 200°F (93°C)

FEATURES / BENEFITS

Features	Benefits
Less than 50 g/L VOC	Meets the most stringent environmental regulations nationwide
Fast drying	Same day topcoat turning jobs quickly
Excellent sealing properties	Provides a uniform finish
Easy application	Can be used by any type of applicator
Soap and water cleanup	Safe waterborne formula
MPI approval in category #50, Primer Sealer, Latex, Interior	Meets strict performance and aesthetic requirements
Can help earn *LEED* 2009 credits	Contributes to sustainable design

GENERAL SURFACE PREPARATION

Surfaces to be coated must be dry, clean, sound, and free from all contamination including loose and peeling paint, dirt, grease, oil, wax, concrete curing agents and bond breakers, chalk, efflorescence, mildew, rust, product fines, and dust. Remove loose paint, chalk, and efflorescence by wire brushing, scraping, sanding, and/or pressure washing. Putty all nail holes and caulk all cracks and open seams. Sand all glossy, rough, and patched surfaces. Feather back all rough edges to sound surface by sanding.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust or fumes. LEAD IS TOXIC. EXPOSURE TO LEAD DUST OR FUMES CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a properly fitted NIOSH-approved respirator and prevent skin contact to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the USEPA National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead. In Canada contact a regional Health Canada office. Follow these instructions to control exposure to other hazardous substances that may be released during surface preparation.

CONCRETE: New concrete should cure for at least 30 days and preferably 90 days prior to painting. The pH of the substrate must be less than 10 before priming.

CONCRETE/MASONRY BLOCK: Mortar should cure for at least 30 days and preferably 90 days prior to priming. If warranted fill block with an appropriate block filler. Surfaces previously coated with water thinned cement-based paint must be prepared with extra care. Check adhesion by applying a piece of masking tape. If the sealer peels off and has loose particles, remove all chalking or crumbling material, re-seal and re-check adhesion.

GYPSUM WALLBOARD-DRYWALL: Nails or screws should be countersunk, and they along with any indentations should be mudded flush with the surface, sanded smooth and cleaned to remove any dust, then prime prior to painting the substrate.

ORIENTED STRAND BOARD: Countersink all nails or screws and putty flush with the surface. Surface should be cleaned to remove any dust or contaminates, then primed prior to painting.

PARTICLE BOARD: Countersink all nails or screws and putty flush with the surface. Surface should be cleaned to remove any dust or contaminates, then primed prior to painting. (Veneered surfaces should be sanded smooth and cleaned to remove any dust or contaminates, then primed prior to painting.)

WOOD: Unpainted wood or wood in poor condition should be sanded smooth, wiped clean, then primed. Any knots or resinous areas must be primed before painting. Countersink all nails, putty flush with surface, then prime.

RECOMMENDED PRIMERS

Concrete/Masonry Block (block fillers)	6-7, 6-15
Gypsum Wallboard-Drywall	6-2, 6-4, 6-4900, 9-900, 12-900
Oriented Stand Board	6-2, 6-4900, 12-900, 17-921
Particle Board	6-2, 6-4900, 12-900, 17-921
Wood	6-2, 6-4900, 9-900, 12-900, 17-921

LIMITATIONS OF USE

FOR INTERIOR USE ONLY. Apply when air, surface and product temperatures are between 50°F (10°C) and 90°F (32°C).

Do not use on concrete/masonry that has cured for less than 30 days or could experience water infiltration.

Not recommended for use on floors.

PROTECT FROM FREEZING.

PACKAGING

1-Gallon (3.78 L)
5-Gallon (18.9 L)

The PPG logo is a registered trademark and *Ecological Solutions from PPG* is a trademark of PPG Industries Ohio, Inc. *Speedhide* is a registered trademark of PPG Architectural Finishes, Inc. *LEED* is a registered trademark of the US Green Building Council. The *Master Painters Institute* and *MPI* are registered trademarks of Master Painters Institute, Inc.

PPG Architectural Finishes, Inc. believes the technical data presented is currently accurate; however, no guarantee of accuracy, comprehensiveness, or performance is given or implied. Improvements in coatings technology may cause future technical data to vary from what is in this bulletin. For complete, up-to-date technical information, visit our web site or call 1-800-441-9695.

PPG Industries, Inc.
Architectural Coatings
One PPG Place
Pittsburgh, PA 15272
www.ppgpro.com

Technical Services
1-800-441-9695
1-888-807-5123 fax

Architect/Specifier
1-888-PPG-IDEA

PPG Canada, Inc.
Architectural Coatings
4 Kenview Blvd
Brampton, ON L6T 5E4

A1.2 11/2012
(Supersedes 9/2012)
Made in the USA

SPEEDHIDE® ZERO 6-4310XI Series

Architectural Coatings

PPG Speedhide Zero Interior Latex Paint Eggshell

GENERAL DESCRIPTION

PPG Speedhide Zero Interior Latex Eggshell is a professional grade zero-VOC** interior vinyl acrylic formulated to meet the performance requirements of professional applicators. This zero-VOC**, low-odor paint is ideal for painting occupied spaces while delivering the durable product performance required. *Speedhide* Zero eggshell provides good hide, application, and fungistatic properties that resist mold and mildew stains on the dry paint film. The quick dry allows fast recoat and provides a uniform, scrubbable eggshell finish. Recommended for interior walls, ceilings, and trim where a washable, durable latex eggshell finish is desirable.

RECOMMENDED SUBSTRATES

Concrete/Masonry	Gypsum Wallboard-Drywall
Concrete Block (CMU)	Plaster
Ferrous Metal	Wood

CONFORMANCE STANDARDS

VOC compliant in all regulated areas
MPI approved in category 44 and 44 X-Green

PRODUCT INFORMATION

6-4310XI	White & Pastel Base
6-4320XI	Midtone Base*
6-4340XI	Ultra Deep Base*

*Must be tinted before use.

Refer to the appropriate color formula book, automatic tinting equipment, and or computer color matching system for color formulas and tinting instructions.

PACKAGING

1-Gallon (3.78 L)
5-Gallon (18.9 L)

Not all products are available in all sizes.

PRODUCT DATA

PRODUCT TYPE:	Vinyl Acrylic Latex
SHEEN:	Eggshell, 4-8 @60°; 12-25 @85°
VOLUME SOLIDS*:	37% +/- 2%
WEIGHT SOLIDS*:	51% +/- 2%
WEIGHT/GALLON*:	10.8 lbs. (4.9 kg) +/- 0.2 lbs. (91 g)
VOC:	0 g/L (0.0 lbs./gal.)**

*Product data calculated on product 6-4310XI.

COVERAGE: Approximately 400 sq. ft. (37 sq. meters) per U.S. Gallon (3.78L) on smooth, nonporous surfaces.

Wet Film Thickness:	4 mils
Wet Microns:	102
Dry Film Thickness:	1.5 mils
Dry Microns:	38

Coverage figures do not include loss due to surface irregularities and porosity or material loss due to application method or mixing. Some colors, drastic color changes, or porous substrates may require more than one coat to achieve a uniform finish.

DRYING TIME: Dry time @ 77°F (25°C); 50% relative humidity.

To Touch:	30-60 minutes
To Recoat:	2-4 hours
To Full Cure:	30 days

Drying times listed may vary depending on temperature, humidity, film build, color, and air movement. Wait at least 30 days after painting before cleaning the surface with a non-abrasive, mild cleanser. Very deep colors may require longer to fully cure.

CLEANUP: Clean tools with warm, soapy water.

DISPOSAL: Contact your local environmental regulatory agency for guidance on disposal of unused product. Do not pour down a drain or storm sewer.

FLASH POINT: Over 200°F (93°C)

FEATURES / BENEFITS

Features	**Benefits**
0 g/L VOC**	Meets the most stringent environmental regulations nationwide
Low Odor	Ideal for painting in occupied spaces
Good Hiding Power & Coverage	Saves money; less material required
Good Scrubbability	Withstands repeated cleaning
Good Burnish Resistance	Shine free finish at the site of washing
Great Film Build & Sag Resistance	Resists runs and drips on the wall
Soap and Water Clean-Up	Safe waterborne formula
MPI Approved	Meets strict performance and aesthetic requirements
Fungistatic Properties	Resists mold and mildew on the paint film

****Colorants added to this base paint may increase VOC level significantly depending on color choice. However, PPG Futurity and PPG HS colorants (96-xxxXI, 96-xxx, 96-xxxx, 96-xxxxx), even if used at maximum tint load in any color, contributes less than 8 g/L of VOC to the final tinted product.**

Read Label and Safety Data Sheet prior to use. See other cautions on last page.

GENERAL SURFACE PREPARATION

Surface must be clean and dry. Remove all loose, peeling paint, dirt, grease, and any other surface contaminants. Putty all nail holes and caulk all cracks and open seams. Sand all glossy, rough, and patched surfaces. Plaster, concrete, and masonry surfaces must be completely dry, free of efflorescence, and allowed to cure for 30 days prior to painting. Prime all bare wood, drywall, plaster, masonry, metal, and porous surfaces with an appropriate PPG primer.

WARNING! If you scrape, sand, or remove old paint, you may release lead dust or fumes. LEAD IS TOXIC. EXPOSURE TO LEAD DUST OR FUMES CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a properly fitted NIOSH-approved respirator and prevent skin contact to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the USEPA National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead. Follow these instructions to control exposure to other hazardous substances that may be released during surface preparation.

CONCRETE/MASONRY: New concrete and masonry should cure for at least 30 days and preferably 90 days prior to priming and painting. The pH of the substrate must be less than 10 before priming. Use of an alkali resistant primer is recommended.

CONCRETE BLOCK (CMU): Mortar should cure for at least 30 days and preferably 90 days prior to painting. Fill block with an appropriate block filler.

FERROUS METAL: The surface must be cleaned thoroughly to remove any dust, rust, and surface contaminants, and then primed.

GYPSUM WALLBOARD-DRYWALL: Nails or screws should be countersunk, and they along with any indentations should be mudded flush with the surface, sanded smooth and cleaned to remove any dust prior to priming the substrate.

PLASTER: Plaster, hardcoat, skim coat, or other alkaline surfaces should be allowed to cure for at least 30 days prior to priming and painting. The pH of the substrate must be less than 10 before priming. Use of an alkali resistant primer is recommended.

WOOD: Countersink all nails, putty flush with surface. Unpainted wood or wood in poor condition should be sanded smooth, wiped clean, then primed. Any knots or resinous areas must be sealed before painting.

RECOMMENDED PRIMERS

Concrete/Masonry	4-603XI, 17-921XI
Concrete Block (CMU)	6-7, 6-15XI
Ferrous Metal	4020, 90-712, 90-912
Gypsum Wallboard-Drywall	6-2, 6-4, 9-900, 12-900XI, 17-921XI
Plaster	4-603XI, 17-921XI
Wood	6-2, 9-900, 12-900XI, 17-921XI

LIMITATIONS OF USE

FOR INTERIOR USE ONLY. Apply when air, product and surface temperatures are between 50°F (10°C) and 90°F (32°C).

Not recommended for use on floors.

PROTECT FROM FREEZING.

APPLICATION INFORMATION

Stir thoroughly before using and occasionally when in use. When using more than one can of the same color, intermix to ensure color uniformity. USE WITH ADEQUATE VENTILATION. KEEP OUT OF REACH OF CHILDREN. Read all label and Safety Data Sheet (SDS) information prior to use. SDS are available through our web site or by calling 1-800-441-9695.

Application Equipment: Apply with a high-quality brush, roller, paint pad, or by spray equipment. Where necessary, apply a second coat and allow each coat to dry thoroughly before applying the next coat.

Airless Spray: Pressure 1500 to 2000 psi; tip 0.015" to 0.021". Spray equipment must be handled with due care and in accordance with manufacturer's recommendation. High-pressure injection of coatings into the skin by airless equipment may cause serious injury.

Brush: Polyester/Nylon Brush
Roller (nap roller cover): 3/8" - 3/4"
Thinning: Do not thin.

Permissible temperatures during application:

Material:	50 to 90°F	10 to 32°C
Ambient:	50 to 90°F	10 to 32°C
Substrate:	50 to 90°F	10 to 32°C

PRECAUTIONS

WARNING! HARMFUL IF INHALED. HARMFUL IF SWALLOWED. CAUSES EYE IRRITATION. Sanding and grinding dusts may be harmful if inhaled. Do not breathe vapor or mist. Do not swallow. Avoid contact with eyes. Keep container tightly closed and sealed until ready for use. Wash thoroughly after handling. Provide fresh air ventilation during and after application and drying. Avoid the inhalation of dust, particulates, spray or mist arising from the application of this preparation. Use personal protective equipment as required. **Note: These warnings encompass the product series. Prior to use, read and follow product-specific SDS and label information. FIRST AID:** If swallowed, rinse mouth with water (only if the person is conscious). Call physician immediately. Do not induce vomiting unless directed to do so by medical personnel. If in eyes, rinse with water for 15 minutes. Check for and remove any contact lenses. If on skin, rinse well with water. Wash with soap and water. Get medical attention if irritation develops. If inhaled, remove to fresh air. Call physician immediately. Contains isothiazolinones. May cause allergic reaction. Keep out of the reach of children. For workplace use, an SDS is available from your retailer or by calling (412) 492-5555. EMERGENCY SPILL INFORMATION: (412) 434-4515 (U.S.).

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PPG Architectural Finishes, Inc. believes the technical data presented is currently accurate: however, no guarantee of accuracy, comprehensiveness, or performance is given or implied. Improvements in coatings technology may cause future technical data to vary from what is in this bulletin. For complete, up-to-date technical information, call 1-800-441-9695.

Board of Trustees

Meeting Date: 8/24/2021

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discussion and recommendation regarding renewal of the lease agreement between CISD and El Paso Water Utilities - Public Service Board, for the Canutillo Middle School Wastewater Treatment Plant.

Justification Statement: Canutillo ISD leases a tract of land from El Paso Water Utilities from where we operate the Canutillo Middle School Wastewater Treatment Plant.

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Bruno Vasquez 08/09/2021

Signature of Requester(s)

Bruno Vasquez

Signature of Presenter(s)

Elizabeth B. Sida 8/9/2021

Business Services Approval (Initials) *Date*

Agenda Summary:

Canutillo ISD leases a tract of land from El Paso Water Utilities from where we operate the Canutillo Middle School Wastewater Treatment Plant.

The current agreement expired and needs to be renewed.

The current agreement provides for a one-year renewal option.

RECOMMENDATION: Administration recommends the renewal of the Lease Agreement between CISD and El Paso Water Utilities - Public Service Board, for the continued operation of the Canutillo Middle School Wastewater Treatment Plant.

PRIOR BOARD ACTION: Original Agreement 11/19/1991

AWARDED:

AWARDED AMOUNT: N/A

AMOUNT(S): $1,200.00 Administrative Fee + $2,299.99 Annual Rent

ACCOUNT NO(S): 199.51.6499.00.915.99

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

N/A

REQUESTING DEPARTMENT:

Facilities Department

CONSEQUENCES OF NON-APPROVAL:

Breach of contract

IMPLEMENTATION TIMELINE:

Upon approval

ATTACHMENT(S): ✔ Proposed lease agreement

STATE OF TEXAS §
§ **LEASE AGREEMENT**
COUNTY OF EL PASO §

This Lease Agreement (this "***Lease***") is entered into to be effective as of this ____ day of _____, 2021 (the "***Effective Date***"), by and between **THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation, by and through the **EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD**, a component unit of the City of El Paso ("***Lessor***"), and **CANUTILLO INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district ("***Lessee***"). Lessor and Lessee are sometimes collectively referred to in this Lease as "***Parties***" or individually as a "***Party***".

RECITALS

WHEREAS, Lessor owns certain real property located in El Paso County, Texas, consisting of an approximate 150 foot by 150-foot (150x150) site and a fifteen (15) foot-wide road providing access from the site to Bosque Road, as more particularly described on **Exhibits A and B** attached hereto and incorporated herein for all purposes (collectively, the "***Premises***");

WHEREAS, Lessee previously entered into a lease agreement with Lessor to lease the Premises on December 1, 1991 (the "***Original Lease***");

WHEREAS, the Original Lease, including the renewal option, expired by its terms on November 30, 2016;

WHEREAS, Lessee continued to use and occupy the Premises and desires to enter into a new lease agreement with Lessor;

WHEREAS, Lessor agrees to enter into a lease with Lessee for the Premises on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and all other good and valuable consideration set forth in this Lease, Lessee and Lessor agree as follows:

AGREEMENT

1. **Term.**

A. This Lease is for a term of one (1) year, commencing on the Effective Date (the "***Initial Lease Term***") unless renewed or terminated earlier in accordance with this Lease.

B. Upon not less than sixty (60) days' written notice to Lessor prior to last day of the Initial Lease Term, Lessee may extend the Initial Lease Term for an additional 1-year period (the "***Renewal Option***") such term commencing on the day following the last day of the Initial Lease Term (the "***Option Term***"). Lessee shall only have the option to extend the Initial Lease Term if Lessee is not at the time of exercise in default of any provisions of this Lease beyond any applicable grace or cure period.

C. As used herein and as the context may require, "***Term***" shall refer to either: (i) the Initial Lease Term only, in the event Lessee does not exercise the Renewal Option; or (ii) the Initial Lease Term plus the Option Term, in the event Lessee exercises the Renewal Option in accordance with the terms of this Lease.

2. **Base Rent.**

A. The annual rent shall TWO THOUSAND TWO HUNDRED NINETY-NINE DOLLARS AND NINETY-NINE CENTS ($2,299.99) (the "***Base Rent***").

B. Upon execution of this Lease, Lessee shall pay the Base Rent for the Initial Term in full.

C. The Base Rent shall increase by a total of three percent (3%) each year of Option Term, if this Lease is renewed, beginning on January 1, 2022 and increasing on January 1 of each year thereafter, as applicable. All Base Rent shall be paid to Lessor at its offices located at 1154 Hawkins Blvd. El Paso, Texas 79925, or such other place as Lessor may hereafter designate with written notice to Lessee. Any prorations of Base Rent shall be based on the actual number of days in each calendar month.

D. Base Rent shall be considered overdue and delinquent if not paid to Lessor within five (5) days after the due date. In addition to Base Rent, Lessee shall pay Lessor a late charge of fifteen percent (15%) of the total annual Base Rent if it is not paid to Lessor within ten (10) days after the due date.

E. In the event that any payment due and owing by Lessee to Lessor hereunder is returned for insufficient funds or if Lessee stops payment, Lessee shall pay a late charge of fifteen percent (15%) on the past due amount until Lessor has received payment in full.

F. Upon execution of this Lease, Lessee shall also deliver to Lessor an administrative fee of ONE THOUSAND TWO HUNDRED AND ZERO CENTS ($1,200.00) ("***Administrative Fee****").* The Administrative Fee is non-refundable.

3. **Use of the Premises.**

A. Subject to Lessor's reserved rights and the other provisions of this Lease, the Premises shall be used by Lessee solely for the purpose of constructing and operating a sewage treatment plant with necessary pipelines and no other purpose without prior written consent of Lessor. The sewage treatment plant shall serve only the Middle school located across Bosque Road from the Premises, the county park adjoining the Middle school and Lessors Canutillo pump station, and no other persons or entities, without the prior written consent of Lessor.

B. During the term of this Lease, Lessee's sewage treatment plant and all related facilities shall be operated by a certified operator competent to operate same under all applicable laws, rules and regulations.

C. Lessee shall operate the Premises in such a manner as not to allow or permit any objectionable noise or vibration to emanate from the Premises, not to commit or permit waste or nuisance upon the Premises, and not to permit or cause objectionable odors to emanate or to be dispelled from the Premises.

D. Buffer Zone. During the Term of this Lease, Lessor agrees not to erect any

improvements with 150 feet of the perimeter of the Premises so as to provide a buffer zone around the facilities that are to be constructed by Lessee.

E. Signage. Lessee shall erect and maintain a sign at the entrance to the Premises

advising that the sewage treatment plant is owned and operated by the Lessee and providing an appropriate phone number in case of an emergency.

F. Lessee shall not use or permit any person to use the Premises for any purpose in violation of any law, ordinance, rule, or regulation of any governmental authority applicable to or having jurisdiction over the Premises. Lessee shall not commit or allow to be committed any waste in or upon the Premises, whether directly or indirectly.

G. Lessee's use of the Premises shall not interfere with any of Lessor's use which Lessor may have on or across the Premises as of the Effective Date. Lessee acknowledges that, at any time during the Lease Term, Lessor in, its sole discretion, may: (i) modify existing or (ii) construct additional, roadways, improvements or structures for any purpose, and such modifications or additional improvements made by Lessor shall not unreasonably interfere with Lessee's use of the Lease Premises and Lessee agrees not to tamper, obstruct, modify or otherwise interfere with any such improvements or structures.

H. Lessee shall not cause or permit to be caused any violations of applicable environmental laws or releases of any and all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any environmental law (collectively, "Hazardous Material") on or from the Premises. Lessee shall not maintain any underground storage tanks, as defined by applicable environmental laws or regulations, on the Premises. Lessee shall give Lessor immediate written notice of any release of Hazardous Material on or from the Premises, violation of applicable environmental laws or regulations, or inspection or inquiry by governmental authorities charged with enforcing environmental laws with respect to Lessee's use of the Premises. LESSEE SHALL BE SOLELY RESPONSIBLE FOR ANY ENVIRONMENTAL DAMAGE OR LIABILITY ARISING FROM OR CONNECTED WITH ANY USE OR ACTIVITY ON THE PREMISES CAUSED BY LESSEE OR LESSEE'S AGENTS, CONTRACTORS OR EMPLOYEES. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises, any improvements thereon, or any surrounding property, Lessee shall immediately take all actions at its sole cost and expense required by applicable law and any other actions as are necessary to completely remediate all contamination and return the Premises or any improvements thereon substantially to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Lessor's prior written approval of such actions shall first be obtained, which approval shall not be unreasonably withheld, delayed or conditioned so long as such actions would not potentially have any material adverse long-term effects on the Premises or on any improvements thereon. Notwithstanding any of the foregoing to the contrary, natural attenuation shall not be permitted as a method to remediate any contamination required to be remediated.

I. Lessee shall not engage in any activity that causes erosion on any portion of the Premises. If the Lessee believes an activity may cause only minor erosion on the Premises, Lessee must obtain the written consent of Lessor before engaging in such activity.

J. Lessee acknowledges that Lessor may require that this Lease be amended for any reason, including, without limitation, adverse regulatory action by a state or federal commission having jurisdiction over Lessor. If Lessor requires this Lease to be amended, Lessee shall have thirty (30) days after receipt of notice thereof to execute such amendment and other documents associated therewith, if any. If Lessee does not execute the amendment and any other documents associated therewith, if any, within the requisite timeframe, then this Lease shall automatically terminate.

K. No Warranty. Lessor and Lessee expressly agree that there are and shall be no

implied warranties of any kind or nature arising out of this Lease with respect to the Premises, including, without limitation, warranties of marketability, habitability, suitability or fitness for a particular purpose. Notwithstanding anything in this Lease to the contrary, Lessee represents and warrants that all construction performed on the Premises was performed in a workmanlike manner and in accordance with all applicable law.

L. This Lease may be terminated by Lessor, with or without cause, by providing Lessee with at least thirty (30) days' notice thereof. Lessee shall have the right at any time during this Lease to terminate this Lease by providing Lessor with at least thirty (30) days' written notice.

M. Holding Over. There shall be no holding over by Lessee after the expiration or early termination of this Lease. Acceptance by Lessor of any Rent during the period in which Lessee so holds over shall not: (i) cure or waive Lessee's default, (ii) constitute a consent to Lessee's attempt to hold over, or (iii) prevent Lessor from exercising any of the remedies provided by this Lease or at law or in equity.

4. **Easements.** The following easements shall be granted to Lessee solely for the purposes described in this Lease and shall terminate immediately upon termination of this Lease:

a. Pipeline Easement. Lessor hereby grants and conveys to Lessee an easement (the \ "Pipeline Easement") being approximately 25 feet in width and 1500 in length, and being more fully described on **Exhibit C** attached hereto and incorporated fully herein, to provide a pipeline easement connecting the Premises with the Rio Grande River to allow Lessee to construct a discharge pipeline from its sewage treatment plant on the Premises and for no other purpose. Lessee agrees that this discharge pipeline shall be constructed in accordance with plans and specifications approved by Lessor and will be situated in such a manner to be outside the operating area of Lessor's wells and related facilities and so as not to interfere with Lessor's operation of same. This Pipeline Easement shall be an exclusive easement and shall terminate upon the termination of this Lease. Lessor reserves the right to full use and enjoyment of the property encumbered by the easement, except as otherwise provided herein, and such use shall not hinder, conflict or interfere with the exercise of Lessee's rights hereunder. Lessor and Lessor's employees, agents and invitees shall, at all times, have access from Lessor's property to the land covered by this Easement and Lessee shall not prohibit ingress to or egress from Lessor's adjacent land because of construction or any other reason. Upon the termination of this Lease, this easement shall automatically terminate and Lessee shall deliver the property that is subject to the Pipeline Easement to Lessor in as good a state of repair and condition as it was in at the time Lessor delivered possession to Lessee, reasonable wear and tear alone excepted.

b. Temporary Construction Easements**.** Lessor grants to Lessee Temporary Construction Easements on the following two parcels: (i) a parcel approximately 150 foot in length and 20 foot in width, adjacent to the road providing access to Lessee's facility, said parcel being more fully described on **Exhibit D** attached hereto and incorporated fully herein; and (ii) a parcel being approximately 1500 feet in length and 25 feet in width immediately adjacent to the Pipeline Easement, said parcel being more fully described on **Exhibit E** attached hereto and incorporated fully herein. These Temporary Construction Easements shall be for the sole purpose of allowing Lessee to construct a pipeline from Lessee to the Middle School to the Premises and a discharge line from the Premises to the Rio Grande River. These Temporary Construction Easements shall terminate upon completion of construction of Lessee's facilities and pipelines. Upon termination of this Lease, this easement shall automatically terminate and Lessee shall deliver the parcels that are subject to the Temporary

Construction Easement to Lessor in as good a state of repair and condition as these parcels were in at the time of delivery of possession to Lessee, reasonable wear and tear alone excepted.

c. Easement for Maintenance and Repairs. Lessor grants to Lessee an easement (the "***Maintenance Easement***") upon and across other property owned by Lessor adjacent to the Premises and the Pipeline Easement so that Lessee shall have access to maintain and repair its facilities and pipelines. Lessee's rights under this Maintenance Easement shall not interfere with, hinder or conflict with Lessor's use of its property. Lessee shall be responsible to repair any damage done to Lessor's property arising from Lessee's actions and activities under this Maintenance Easement. Upon the termination of this Lease, this easement shall automatically terminate.

5. **Construction of Improvements:** Lessee shall construct or cause to be constructed, at its sole cost and expense, any improvements necessary for its intended use of the Premises including fences, the access road, electric lines, sewer pipelines and all portions of the sewer treatment plant. All construction shall be performed in compliance with applicable laws, rules, regulations, as they now read or as may hereafter be amended, and any permits granted by the Texas Water Commission. Lessee shall timely pay for all costs incurred in the construction of improvements, including all labor and materials, to the end that no liens or claims shall be made against the Premises. Lessee, at its sole cost and expense, shall obtain all necessary permits and licenses to construct the facilities.

a. **Compliance with Laws and Regulations.** The construction and operation of the sewage treatment plant by Lessee shall be in strict compliance with all applicable laws, rules, regulations and any permits granted by the Texas Water Commission or any other governmental authority.

6. **Utilities.** Lessee shall pay for all charges for any utilities furnished to the Premises whatsoever or to Lessee at the Premises during the term of this Lease. All such charges shall be paid by Lessee directly to the utility company or municipality furnishing same before the same shall become delinquent.

7. **Insurance.** If Lessee is self-insured Lessee shall notify Lessor in writing upon execution of this Lease and obtain Lessor's approval of Lessee's self-insured status. If Lessee is not self-insured, Lessee shall at all times during the Lease Term carry and maintain at its sole cost and expense commercial general liability insurance issued by an insurer having an AM Best Rating of A-IX or better and having minimum coverage limits of $1,000,000 per occurrence and $2,000,000 general aggregate; business automobile liability coverage with a minimum combined single limit of $1,000,000; employers' liability coverage of $1,000,000 per occurrence and $1,000,000 aggregate, and excess liability of $3,000,000 per occurrence and $3,000,000 aggregate. Each policy shall (i) be endorsed to provide Lessor not less than thirty (30) days' advance written notice of the expiration, termination, cancellation, or modification of such policy; (ii) waive subrogation of all claims against Lessor; and (iii) name Lessor as an additional insured and a certificate holder thereon. On or before the Effective Date, Lessee shall provide Lessor certificates of insurance evidencing the coverages and policy endorsements required by this Paragraph 7. Additionally, Lessee shall provide Lessor a copy of each policy endorsement required by this Paragraph 7 upon issuance by the applicable insurer.

8. **Maintenance and Operation of Facilities on the Premises.** Lessee shall be responsible for all costs of maintenance and operation of the facilities constructed on the Premises. Lessee shall maintain the sewage treatment plant so that it complies with all applicable permits and regulations of the Texas Water

Commission and shall insure that a certified operator maintains and operates the facility. The facility shall further be operated so that it does not pose a nuisance to or risk of contamination of any of Lessor's facilities adjoining the Premises.

9. **Indemnification.** LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND ITS DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AND AGENTS ALONG WITH ANY AFFILIATES, PARENTS, OR SUBSIDIARIES OF THE FOREGOING (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, DAMAGES, LIABILITIES, LOSSES, FEES, COSTS, FINES, PENALTIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEY'S FEES) OF ANY KIND OR NATURE (COLLECTIVELY, THE "CLAIMS AND LOSSES"), INCLUDING, WITHOUT LIMITATION, THOSE FOR (A) THE PERSONAL INJURY (INCLUDING, WITHOUT LIMITATION, MENTAL ANGUISH) OR DEATH OF ANY PERSON OCCURRING ON OR IN ANY WAY RELATED TO THE PREMISES OR LESSEE'S AND ITS EMPLOYEES', AGENTS', OR INVITEES' OPERATIONS THEREON; (B) DESTRUCTION OR LOSS OF OR DAMAGE TO ALL OR ANY PART OF THE PREMISES OR THE PROPERTY OF LESSOR OR ANY THIRD PARTY, AS THE CASE MAY BE, FROM ANY CAUSE; (C) LIENS OR OTHER ENCUMBRANCES ON THE PREMISES NOT AUTHORIZED BY LESSOR; AND (D) CONTAMINATION OF OR DAMAGE TO THE PREMISES, IN EACH CASE, ARISING FROM OR IN ANY WAY RELATED TO: (i) THE PRIOR USAGE; (ii) THIS LEASE; (iii) THE OPERATIONS OF LESSEE OR ITS EMPLOYEES, AGENTS, OR INVITEES ON THE PREMISES (INCLUDING, WITHOUT LIMITATION, THE CONDITION OF OR ANY VISIBLE OR LATENT DEFECT RELATING TO REAL OR PERSONAL PROPERTY); (iv) THE CONSTRUCTION, MAINTENANCE OR OPERATION BY LESSEE OR ITS AGENTS OR EMPLOYEES OF ANY IMPROVEMENTS (THE PRESENCE OF WHICH IS WITH OR WITHOUT THE PERMISSION OF LESSOR); (v) ANY VIOLATIONS OF APPLICABLE ENVIRONMENTAL LAW OR RELEASE OF HAZARDOUS MATERIAL ON OR FROM THE PREMISES, WHETHER BY LESSEE OR ANY OTHER INDIVIDUAL OR ENTITY; AND (v) TO THE EXTENT NOT COVERED BY ANY OF THE FOREGOING, THE OCCUPANCY OR USE OF THE PREMISES BY LESSEE OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES, OR INVITEES. **LESSEE'S INDEMNIFICATION OBLIGATIONS AND REQUIREMENT TO HOLD THE INDEMNIFIED PARTIES HARMLESS AS SET FORTH IN THIS PARAGRAPH 9 SHALL BE FOR ANY CAUSE, INCLUDING, WITHOUT LIMITATION, THE JOINT, CONTRIBUTORY OR CONCURRENT NEGLIGENCE OF ONE OR MORE OF THE INDEMNIFIED PARTIES, BUT EXCLUDING THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.**

10. **Release**. LESSEE, ON BEHALF OF ITSELF AND ITS AFFILIATES, PARENTS, SUBSIDIARIES, EMPLOYEES, OFFICERS, MEMBERS AND MANAGERS HEREBY WAIVES AND RELEASES LESSOR AND ITS DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, DAMAGES, LIABILITIES, LOSSES, FEES, COSTS, FINES, PENALTIES AND EXPENSES OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEY'S FEES) ASSOCIATED WITH THE PRIOR USAGE, INCLUDING, WITHOUT LIMITATION, THOSE FOR (A) THE PERSONAL INJURY (INCLUDING, WITHOUT LIMITATION, MENTAL ANGUISH) OR DEATH OF ANY PERSON ON OR IN ANY WAY RELATED TO THE PREMISES OR LESSEE'S OR ITS EMPLOYEES', AGENTS', OR INVITEES' OPERATIONS THEREON OR (B) DESTRUCTION OR LOSS OF OR DAMAGE TO ALL OR ANY PART OF THE PROPERTY OF LESSEE OR ANY THIRD PARTY FROM ANY CAUSE INCLUDING, WITHOUT LIMITATION, THE JOINT, CONTRIBUTORY OR CONCURRENT NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES, IN EACH CASE, ARISING FROM OR IN

CONNECTION WITH (i) THE PRIOR USAGE; (ii) THE OPERATIONS OF LESSEE OR ANY EMPLOYEES, AGENTS, OR INVITEES OF LESSEE ON THE PREMISES DURING THE PRIOR USAGE (INCLUDING, WITHOUT LIMITATION, THE CONDITION OF OR ANY VISIBLE OR LATENT DEFECT RELATING TO REAL OR PERSONAL PROPERTY); (iii) ANY VIOLATIONS OF APPLICABLE ENVIRONMENTAL LAW OR RELEASE OF HAZARDOUS MATERIAL ON OR FROM THE PREMISES DURING THE PRIOR USAGE, WHETHER BY LESSEE OR ANY OTHER INDIVIDUAL OR ENTITY; OR (iv) THE CONSTRUCTION, MAINTENANCE OR OPERATION BY LESSEE OR ITS AGENTS OR EMPLOYEES OF ANY IMPROVEMENTS (THE PRESENCE OF WHICH IS WITH OR WITHOUT THE PERMISSION OF LESSOR) ON THE PREMISES DURING THE PRIOR USAGE. IN ALL EVENTS, AND EXCEPT FOR THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR ILLEGAL ACTS OF LESSOR, LESSEE AGREES TO LOOK SOLELY TO ITS INSURANCE CARRIER AND NOT TO LESSOR FOR PAYMENT OF ANY DAMAGES OR LOSSES SUSTAINED IN CONNECTION WITH ANY USE OF THE PREMISES.

11. **Assignment and Subletting.** Lessee shall not assign this Lease or any interest therein nor sublet the Premises or any part thereof without the prior written consent of Lessor.

12. **Damage and destruction**. If the Premises are hereafter damaged or destroyed or rendered partially unusable for their intended use by fire or other casualty, Lessee shall have the right to either restore the improvements on the Premises to substantially the condition in which they are in prior to the casualty or to terminate this Lease without further liability except for removal of the facilities in accordance with Paragraph 14 hereof.

13. **Default.** The following shall be considered events of default under this Lease: (a) failure by Lessee to pay any rent within thirty (30) days after the due date; or (b) failure by Lessee to perform or observe any other term, provision, condition or covenant of this Lease for more than thirty (30) days after written notice of such failure. Upon the occurrence of an event of default which is not timely cured, Lessor shall, in addition to all other rights and remedies it may have by law, have the right to terminate this Lease by giving notice to Lessee stating the date upon which such termination shall be effective, and shall have the right to re-enter and take possession of the Premises and remove all persons and properties without being deemed guilty of any manner of trespass and relet the Premises, or any part of same, for all or any part of the remainder of the Lease term to a party satisfactory to Lessor.

14. **Removal of Facilities and Improvements Upon Termination.** Upon termination of this Lease, Lessee shall, at Lessee's sole cost and expense, remove all improvements or facilities relating to the sewage treatment plant constructed on the Premises, including without limitation all fencing and other improvements, and return the Premises to the condition it existed prior to the commencement of this Lease, ordinary wear and tear alone excepted. If Lessee fails to remove all facilities within sixty (60) days of the date of termination of the Lease, the Lessor at its option may consider the improvements and other property abandoned by Lessee and such property shall automatically become the property of Lessor or it shall remove the facilities and other property and Lessee shall be obligated to pay all expenses of said removal within ten (10) days after Lessor's transmittal of a statement for these costs.

15. **Inspection by Lessor.** Lessee shall permit Lessor and Lessor's agents, representatives and \ employees to enter into and on the Premises at all reasonable times for the purpose of inspection or take other actions necessary to protect Lessor's interest in the Premises or to perform Lessor's duties under this Lease.

16. **Miscellaneous.**

a. **Integrated Agreement.** This Lease Agreement constitutes the entire agreement between the parties respecting the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

b. **Amendment.** No amendment, modification or alteration of the terms hereof or consent required hereunder shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties.

c. **Notices.** All notices provided or required to be given hereunder shall be deemed given when hand delivered or mailed by certified mail, return receipt requested, postage prepaid, addressed to the property party at the following addresses:

Lessor:

El Paso Water
1154 Hawkins
El Paso, Texas 79925
Attn: Land Department – Section #140

Lessee:

Canutillo Independent School District
Attn: Bruno Vasquez, Executive Director of Facilities & Transportation
PO Box 100
Canutillo, Texas 79835

d. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in El Paso County, Texas.

e. **Attorney's Fees.** In the event either party is required to employ attorneys to enforce or protect its rights hereunder, the prevailing party shall be entitled to recover from the nonprevailing party reasonable attorney's fees and court costs incurred in enforcing the terms of this Agreement.

f. **Counterparts.** This Agreement is being executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

g. **Rights and Remedies Cumulative.** The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies.

h. **Captions.** The captions are headings of a paragraphs in this Agreement are inserted for convenience and descriptive purposes only and shall not be considered in construing the provisions hereof.

17. **Binding Effect.** All terms, provisions, agreements and obligations of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors, and assigns.

WITNESS THE EXECUTION HEREOF the _____ day of _____, 2021.

[Signatures Begin on Following Page]

LESSOR / EL PASO WATER:
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

BY:_____
Marcela Navarrete – Vice President

APPROVED AS TO FORM:

_____
Michaela Grambling
Assistant General Counsel

APPROVED AS TO CONTENT

_____
Alma de Anda
Utility Land and Water Rights Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this the _____day of _____ 2021, by **Marcela Navarrete, Vice President**, of the **El Paso Water Utilities Public Service Board**.

_____ _____
My Commission Expires: Notary Public, State of Texas

[Additional Signature Contained on Following Page]

LESSEE:
Canutillo Independent School District

By: _____

Sergio Coronado, Board President

Executed on: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this the _____ day of _____, 2021, by Sergio Coronado, **Board President of Canutillo Independent School District.**

_____ _____

My Commission Expires: Notary Public, State of Texas

PARCEL NO. 1

PROPERTY DESCRIPTION

Proposed Sewage Treatment Plant

November 4, 1991

Being the description of 22,500 square feet of land known as a portion of Tract 2C, Block 17, Upper Valley Surveys, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING AT THE INTERSECTION of the East right-of-way of Bosque Road with the North boundary of the El Canutillo Grant which is also the original Southwest corner of said Tract 2C;

THENCE North 08°20'00" West, with the East right-of-way of Bosque Road, 101.30 feet;

THENCE North 28°17'00" West, continuing with said right-of-way, 1570.00 feet;

THENCE North 61°43'00" East, a distance of 150.00 feet to the POINT OF BEGINNING and Southwest corner of this parcel;

THENCE North 28°17'00" West, parallel with the East right-of-way of Bosque Road, 150.00 feet to the Northwest corner of this parcel;

THENCE North 61°43'00" East, 150.00 feet to the Northeast corner of this parcel;

THENCE South 28°17'00" East, parallel with the East right-of-way of Bosque Road, 150.00 feet to the Southeast corner of this parcel;

THENCE South 61°43'00" West, 150.00 feet to the point of beginning.

CONTAINING 22,500 SQUARE FEET OR 0.5165 ACRES OF LAND.

Robert L. Pounds
Registered Professional Land Surveyor

STATE OF TEXAS
REGISTERED
ROBERT L. POUNDS
1976
PROFESSIONAL
LAND SURVEYOR

Exhibit
A

wsfile: W-5652-1

PARCEL NO. 2

PROPERTY DESCRIPTION

Proposed Sewage Treatment Plant
15 Feet Wide Access and Influent Easement

November 4, 1991

Being the description of 2250 square feet of land known as a portion of Tract 2C, Block 17, Upper Valley Surveys, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING AT THE INTERSECTION of the East right-of-way of Bosque Road with the North boundary of the El Canutillo Grant which is also the original Southwest corner of said Tract 2C;

THENCE North 08°20'00" West, with the East right-of-way of Bosque Road, 101.30 feet;

THENCE North 28°17'00" West, continuing with said right-of-way, 1570.00 feet to the POINT OF BEGINNING and Southwest corner of this parcel;

THENCE North 28°17'00" West, with the East right-of-way of Bosque Road, 15.00 feet to the Northwest corner of this parcel;

THENCE North 61°43'00" East, 150.00 feet to a point of the West boundary of a proposed Sewage Treatment Plant for the Northeast corner of this parcel;

THENCE South 28°17'00" East, with the West boundary of said Sewage Treatment Plant, and parallel with the East right-of-way of Bosque Road, 15.00 feet to the Southwest corner of said Sewage Treatment Plant for the Southeast corner of this parcel;

THENCE South 61°43'00" West, 150.00 feet to the point of beginning.

CONTAINING 2250 SQUARE FEET OR 0.0517 ACRES OF LAND.

Robert L. Pounds
Registered Professional Land Surveyor

STATE OF TEXAS
REGISTERED
ROBERT L. POUNDS
1976
PROFESSIONAL
LAND SURVEYOR

wsfile: W-5652-2

Exhibit
B 177

PARCEL NO. 4

PROPERTY DESCRIPTION

Proposed Sewage Treatment Plant
25 Feet Wide Effluent Easement

November 4, 1991

Being the description of 37,306 square feet of land known as a portion of Tract 2C, Block 17, Upper Valley Surveys, El Paso County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING AT THE Southeast corner of a proposed Sewage Treatment Plant for the Northeast corner of this parcel from which the intersection of the East right-of-way of Bosque Road with the North boundary of the El Canutillo Grant at the original Southwest corner of said Tract 2C bears South 61°43'00" West, 300.00 feet, thence South 28°17'00" East, 1570.00 feet, and thence South 08°20'00" West, 101.30 feet;

THENCE South 28°17'00" West, 319.64 feet to a corner of this parcel;

THENCE South 89°59'00" East, 1156.31 feet to a point on the East boundary of Tract 2C for an Easterly Northeast corner of this parcel;

THENCE South 06°19'00" East, with the East boundary of Tract 2C, the centerline of the Rio Grande River levee and I.B.C. monument line, 25.15 feet to a point for the Southeast corner of this parcel;

THENCE North 89°59'00" West, 1174.02 feet to a point for the Southwest corner of this parcel;

THENCE North 28°17'00" West, parallel with the East right-of-way of Bosque Road, 334.57 feet to a point on the South boundary of said Sewage Treatment Plant for the Northwest corner of this parcel;

THENCE North 61°43'00" East, with the South boundary of said Treatment Plant, 25.00 feet to the point of beginning.

CONTAINING 37,306 SQUARE FEET OR 0.8564 ACRES OF LAND.

Robert L. Pounds
Registered Professional Land Surveyor

STATE OF TEXAS
REGISTERED
ROBERT L. POUNDS
1978
PROFESSIONAL
LAND SURVEYOR

wsfile: W-5652-4

Exhibit
C
178

PARCEL NO. 3

PROPERTY DESCRIPTION

Proposed Sewage Treatment Plant
20 Feet Wide Access and Influent Construction Easement

November 4, 1991

Being the description of 3000 square feet of land known as a portion of Tract 2C, Block 17, Upper Valley Surveys, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING AT THE INTERSECTION of the East right-of-way of Bosque Road with the North boundary of the El Canutillo Grant which is also the original Southwest corner of said Tract 2C;

THENCE North 08°20'00" West, with the East right-of-way of Bosque Road, 101.30 feet;

THENCE North 28°17'00" West, continuing with said right-of-way, 1585.00 feet to the POINT OF BEGINNING, the Northeast corner of a proposed access and influent easement and the Southwest corner of this parcel;

THENCE North 28°17'00" West, with the East right-of-way of Bosque Road, 20.00 feet to the Northwest corner of this parcel;

THENCE North 61°43'00" East, 150.00 feet to a point of the West boundary of a proposed Sewage Treatment Plant for the Northeast corner of this parcel;

THENCE South 28°17'00" East, with the West boundary of said Sewage Treatment Plant, and parallel with the East right-of-way of Bosque Road, 20.00 feet to the Southeast corner of this parcel, also the Northeast corner of said proposed access and influent easement;

THENCE South 61°43'00" West, with the North boundary of said easement, 150.00 feet to the point of beginning.

CONTAINING 3000 SQUARE FEET OR 0.0689 ACRES OF LAND.

Robert L. Pounds
Registered Professional Land Surveyor

STATE OF TEXAS
REGISTERED
ROBERT L. POUNDS
1976
PROFESSIONAL
LAND SURVEYOR

wsfile: W-5652-3

Exhibit
D

PARCEL NO. 5

PROPERTY DESCRIPTION

Proposed Sewage Treatment Plant
25 Feet Wide Effluent Construction Easement

November 4, 1991

Being the description of 38,123 square feet of land known as a portion of Tract 2C, Block 17, Upper Valley Surveys, El Paso County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING AT THE Northeast corner of this parcel from which the intersection of the East right-of-way of Bosque Road with the North boundary of the El Canutillo Grant at the original Southwest corner of said Tract 2C bears South 61°43'00" West, 275.00 feet, thence South 28°17'00" East, 1570.00 feet, and thence South 08°20'00" West, 101.30 feet, and from which the Southeast corner of a proposed Sewage Treatment Plant bears North 61°43'00" East, 25.00 feet;

THENCE South 28°17'00" West, 334.57 feet to a corner of this parcel;

THENCE South 89°59'00" East, 1174.02 feet to a point on the East boundary of Tract 2C for an Easterly Northeast corner of this parcel;

THENCE South 06°19'00" East, with the East boundary of Tract 2C, also the centerline of the Rio Grande River levee and I.B.C. monument line, 25.15 feet to a point for the Southeast corner of this parcel;

THENCE North 89°59'00" West, 1191.73 feet to a point for the Southwest corner of this parcel;

THENCE North 28°17'00" West, parallel with the East right-of-way of Bosque Road, 349.50 feet to a point on the South boundary of said Sewage Treatment Plant for the Northwest corner of this parcel;

THENCE North 61°43'00" East, with the South boundary of said Treatment Plant, 25.00 feet to the point of beginning.

CONTAINING 38,123 SQUARE FEET OR 0.8752 ACRES OF LAND.

Robert L. Pounds
Registered Professional Land Surveyor

STATE OF TEXAS
REGISTERED
ROBERT L. POUNDS
1976
PROFESSIONAL
LAND SURVEYOR

Exhibit
E180

wsfile: W-5652-5

Board of Trustees

Meeting Date: 8/24/2021

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discuss recommendation to approve subscription renewal with Frontline Education system providing TEAMS information systems maintenance and support.

Justification Statement: This purchase will support TEAMS maintenance for information systems and interface products for the 2021-2022 school year.

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Dr. Oscar Rico 8/10/2021

Signature of Requester(s)

Dr. Oscar Rico

Signature of Presenter(s)

Elizabeth B. Sida 8/10/2021

Business Services Approval (Initials) *Date*

Agenda Summary:

As stated in Board Policy CH (Local), any single, budgeted purchase of goods or services that costs $50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

TEAMS system maintenance and support renewal through Frontline Education to support the 2021-2022 school year.
Systems to be supported: TEAMS Business Information, Student Information, Human Resources, I/T Technical Staff Training/Support, and Third party applications.

RECOMMENDATION: Administration recommends the approval to renew subscription with Frontline Education in the amount of $131,183.02.

PRIOR BOARD ACTION: YES AWARDED: 8/25/20 AWARDED AMOUNT: 128,452.01

AMOUNT(S): $131,183.02

ACCOUNT NO(S): 199.53.6299.94.728.99

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Utilizing Allied States Cooperative #17-7247

REQUESTING DEPARTMENT:
Information Technology Services

CONSEQUENCES OF NON-APPROVAL:
This will affect district wide operations.

IMPLEMENTATION TIMELINE:
Immediately upon approval

ATTACHMENT(S): ✔ Vendor Quote

Quote ID Q-69281
07/13/2021

Frontline Education Renewal Notice

Attn: Canutillo Independent School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7.

Below you will find information about the renewal of your subscription(s) that renew on 9/01/2021. Once you have reviewed the pricing for your upcoming subscription you can either:

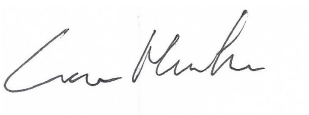
- Use this **link** to confirm the renewal of your subscriptions, or
- If you have questions, please reach out to your Client Success Manager to discuss your concerns

Description	Start Date	End Date	Qty	Rate	Amount
Frontline Student Information Systems, unlimited usage for internal employees	9/01/2021	8/31/2022	1	$41,940.24	$41,940.24
Frontline Disaster Recovery	9/01/2021	8/31/2022	1	$583.15	$583.15
Frontline ERP, unlimited usage for internal employees	9/01/2021	8/31/2022	1	$62,910.38	$62,910.38
Frontline Managed Security Services	9/01/2021	8/31/2022	1	$25,749.25	$25,749.25
Total					**$131,183.02**

This Quote is subject to ASC Contract #17-7247

Please use this link to confirm the renewal of your subscriptions.

Need assistance? You can reach us by calling Cammy Jones at (314) 400-7699 or by emailing us at renewals@frontlineed.com.



Laura Hughes
Director, Client Retention and Renewals

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 8/24/2021

Subject/Title for Agenda Posting: Approval of Joint Election Services Contract between Canutillo Independent School District and El Paso County Texas for November 2, 2021 Election

Justification Statement: The District needs to contract with El Paso County Texas to hold elections for the 2021 Bond.

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Liza Rodriguez Liza Rodriguez 08/12/2021

Signature of Requester(s)

Liza Rodriguez Liza Rodriguez

Signature of Presenter(s)

Elizabeth B. Sida 8/12/2021

Business Services Approval (Initials) *Date*

Agenda Summary:

The Public Information Office requests that the Board approve the Joint Election Services Contract between Canutillo Independent School District and El Paso County Texas to provide the Canutillo Community access to voting sites. In addition, our 2021 bond will be put on the ballot.

RECOMMENDATION: Administration recommends that the Board approve the Joint Election Services Contract between Canutillo Independent School District and El Paso County Texas

PRIOR BOARD ACTION: NO AWARDED: AWARDED AMOUNT:

AMOUNT(S): $35,605.39

ACCOUNT NO(S): 199.41.6439.00.702.99

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

Interlocal Agreement

REQUESTING DEPARTMENT:

Public Information Office

CONSEQUENCES OF NON-APPROVAL:

The District will not be able to provide access to the Canutillo Community to vote. In addition the 2021 bond election will not be put on the ballot.

IMPLEMENTATION TIMELINE:

Upon execution by all affected parties; Canutillo ISD and El Paso County Texas

ATTACHMENT(S): ✔ EP County Service Contract, EP Elections Dept Proposal

Elections Department
500 E. San Antonio Ave. Suite 314
El Paso, Texas 79901
Phone (915) 546-2154
Fax (915) 546-2220
www.epcountyvotes.com

Canutillo ISD
November 2021

Estimate "Exhibit A"

Payroll		
1. Central Counting Station	$	850.00
2. Early Voting	$	10,097.72
3. Election Day	$	3,653.72
4. Staff Overtime	$	2,980.00
5. Temporary Help	$	1,900.00
6. Training	$	399.40
Payroll Total	$	19,880.84

Election Expenses		
7. Election Tabulation Software and Supplies	$	500.00
8. Ballots Printed: Mail, Provisional, Curbside and Sample	$	817.04
9. Publication of Notices	$	574.87
10. Parking Garage Judges and Clerks	$	150.00
11. Delivery and Pickup of Touchscreens- Early Voting and Election Day	$	2,400.00
12. Delivery and Pickup of Touchscreens- Early Voting and Election Day: Fuel	$	150.00
Early Voting		
13. Poll Pads	$	221.90
14. Internet Connections /Cellphones	$	629.43
15. Security Seals- Early Voting	$	176.71
16. Kits- Early Voting	$	252.00
17. Utilities- Early Voting Locations	$	88.00
18. Touchscreen Voting Machines- Early Voting	$	1,675.80
Election Day		
19. Poll Pads	$	887.60
20. Internet Connections	$	728.35
21. Security Seals- Election Day	$	280.00
22. Kits- Election Day	$	800.00
23. Touchscreen Voting Machines- Election Day	$	2,156.00
Election Expenses Total	$	12,487.70
Subtotal	$	32,368.54
Administrative Fees 10%	$	3,236.85
Grand Total	$	35,605.39

Pay 75% of estimated cost before Election Day (as per County Commissioners Court Order)

STATE OF TEXAS)
) **JOINT ELECTION SERVICES CONTRACT**
COUNTY OF EL PASO) **WITH MUNICIPALITY**

This is a **JOINT ELECTION SERVICES CONTRACT ("Contract")** pursuant to Texas Election Code Sec. 271.002 et seq. This Contract is made this ___ day of ____ 2021 by and between **Canutillo ISD, Texas ("Canutillo ISD")** and El Paso County Texas, ("the County".)

1. RECITALS. **Canutillo ISD** is a political subdivision situated wholly within El Paso County, Texas. Canutillo ISD has scheduled an Election for November 2, 2021 in conjunction with the Statewide General Election to be held on the same date. The County and **Canutillo ISD** have determined it is in the public interest that the County and **Canutillo ISD** conduct a joint election. Therefore the following **Joint Election Services Contract** is made and entered into for the purpose of conducting the election and any resulting runoff election jointly in the election precincts which can be served by common polling places.

2. DUTIES AND SERVICES OF CONTRACTING OFFICER.

All services to be performed by the County may be delegated to the County Elections Administrator. The Elections Administrator shall serve as Early Voting Clerk. The County shall perform the duties and furnish the services and equipment listed below. The County shall:

(a) Furnish to Canutillo ISD certain election services and equipment needed by **Canutillo ISD** in connection with holding an election on **November 2, 2021**

(b) Provide training of judges, alternate judges, and clerks, including deputy early voting clerks;

(c) Prepare lists and submit names of persons suggested for appointment as presiding election judges, alternate judges, and judge of the central counting station;

(d) Prepare lists and submit names of persons suggested for appointment as deputy early voting clerks;

(e) Serve as manager of the central counting station or appoint a substitute manager;

(f) Arrange for the use of polling places in the election and runoff election if necessary;

(g) Program or arrange to have the ballot programmed;

(h) Set ballot order as follows: Utility Districts, School Districts, Municipal Districts, Federal Races, State Races, County Races

(i) Procure and distribute necessary election supplies, and distribution of ballots;

(j) Assemble and edit lists of registered voters to be used in conducting the election, in conformity with the boundaries of **Canutillo ISD** and the election precincts established for the election;

(k) Procure, prepare, and distribute election equipment, transport equipment to and from the polling places for early voting and Election Day, and issue election supplies to the precinct judges.

(l) Supervise the conduct of early voting;

(m) Conduct one or more election schools and notify the election judges and clerks of the time, date, and location of the schools;

(n) Arrange for use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in preparing the programs and test materials for tabulation of the ballots to be used with electronic voting equipment;

(o) Arrange to publish legal notice of the date, time and place of the testing of the electronic tabulating equipment, and conduct the testing in accordance with Texas Election Code chapters 127.001 et seq. and chapter 129.001 et seq. and in accordance with Texas Secretary of State advisories;

(o) Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass;

(p) Provide general information services for voters and election officers;

(q) Assist in providing general overall supervision of the election;

(r) Provide for the storage of election records as provided by law;

(s) Provide **Canutillo ISD** with a precinct by precinct roll of registered voters in a mutually agreed upon format;

(t) If requested by **Canutillo ISD**, prepare the unofficial tabulation of precinct results on election night;

(u) Submit election night returns to the Secretary of State , in a format to be described by the Texas Secretary of State and in accordance with Election Code Chapter 68, if applicable; and

(v) Certify that a criminal background check on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Canutillo ISD has been performed.

(w) The County shall provide the requested services by and through its County Election Administrator (the "Contracting Officer").

3. DUTIES AND SERVICES OF **Canutillo ISD.**

Canutillo ISD shall:

(a) Adopt an order appointing the County Elections Administrator as Early Voting Clerk as required above;

(b) Prepare appropriate documents for establishing the precinct and polling places;

(c) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate **Canutillo ISD** officer or body, and take all actions necessary under law and in accordance with this Contract for calling the election, appointing the presiding judges, alternate judges, judge of the central counting station, and other election officers, establishing precincts and polling places, handling contests, canvassing the returns and declaring the results;

(d) Approve the tabulating supervisor and assistants and central counting station manager, recommended by the Elections Administrator;

(e) Prepare and publish required election notices as required by law;

(f) Deliver and certify to the Elections Administrator as soon as possible but not later than **sixty days** before the election, the names, issues, or referenda which are to be printed on the ballot or ballot labels with the exact spelling that is to be used;

(g) Provide the services necessary to translate any election documents into Spanish as required;

(h) Pay any additional costs incurred by the Elections Administrator if a recount for the election is required, or the election is contested in any manner;

(i) Return all surplus election supplies to the Elections Administrator;

(j) Prepare any submission on voting changes which may be required to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended;

(k) Pay **75%** of Elections Administrator's estimated costs no later than ten **(10)** days before Election Day;

(l) Pay the balance of conducting the election and additional costs, within thirty days from the receipt of an invoice from the Elections Administrator.

4. COST OF SERVICES.

Canutillo ISD shall pay for the above services, supplies and equipment in accordance with the estimated cost schedule attached to this Contract (EXHIBIT A) which is mutually agreed upon.

5. GENERAL TERMS AND CONDITIONS.

(a) A total of nine (9) precinct plus thirty three (33)permanent early voting stations, and one hundred forty three (143) polling location will be used for conducting the election.

(b) **Canutillo ISD** acknowledges that the County may enter into a similar Joint Election Service Contract with other political subdivisions in the same county for the same election date. During early voting a voter will be eligible to vote at any one of the early voting locations and mobile voting locations, if any. Canutillo ISD agrees to share common polling places with the other political subdivision(s) as determined by the County and in accordance with the costs as allocated by the County.

(c) Nothing in this Contract shall authorize or permit a change in the officer with

whom the place at which any document is to be filed, the place at which a function is to be carried out, or other nontransferable functions as specified by the Election Code.

(d) The Elections Administrator shall file copies of this contract with the County Judge and the County Auditor of El Paso County.

(e) Neither party may assign, in whole or in part, any interest they may have in the agreement.

(f) Nothing in this agreement imposes any duty on the County to maintain or repair the facilities or cure any premise defects of the property on which polling locations are located.

(g) Neither **Canutillo ISD** nor any employee of Canutillo ISD is an agent, or employee of the Elections Administrator and neither Elections Administrator nor any employee thereof is an agent or employee of **Canutillo ISD**. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

(h) **Canutillo ISD** and the County, reserve and do not waive, their rights of sovereign immunity and similar rights, immunities and rights of their officials and employees, and their employees/officials' rights under the Texas Tort Claims Act.

(i) Venue is in El Paso County Texas.

COUNTY OF EL PASO, TEXAS

By:_____
Ricardo A. Samaniego, County Judge

Date:_____

CANUTILLO ISD, TEXAS

By:_____

Name:_____

Title:_____

Date:_____

Board of Trustees

Meeting Date: 8/24/2021

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of Interlocal Agreement and Memorandum of Understanding for Law Enforcement Communication Services by and between the City of Anthony Texas and Canutillo ISD

Justification Statement: This Interlocal Agreement and Memorandum of Understanding provides the district with communication/dispatching services that ensure our district's safety by having access to adequate, proximal, and appropriate law enforcement communication at a cost savings.

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☑ HumanResources ☑ Business Services

Staff Responsible: Martha Carrasco, Chief Human Resources Officer / Jose Barraza, Assistant Director of HR

Signature of Requester(s)

Jose Barraza/M.Carrasco 08-12-2021

Signature of Presenter(s)

Elizabeth B. Sida 8/16/2021

Business Services Approval (Initials) *Date*

Agenda Summary:

Approval of Interlocal Agreement and Memorandum of Understanding for Law Enforcement Communication Services by and between the City of Anthony Texas and Canutillo ISD. This Interlocal Agreement and Memorandum of Understanding provides the district with communication/dispatching services that ensure our district's safety by having access to adequate, proximal, and appropriate law enforcement communication at a cost savings.
-Rationale:
Currently, the city of Socorro PD is asking that the contribution for services be doubled (42,000 x 2 = 84,0000) in order to continue the existing service with Canutillo ISD for the upcoming renewal period (September 30, 2021). This increase cannot be supported within the Safety & Security budget and administration does not approve of this rate hike.
-Opportunity Cost:
By approving this Interlocal and Memorandum of Understanding, the district will re-allocate the existing budget from Socorro PD to hire a dispatcher to assist with the routing and handling of calls in a robust schedule at no additional cost to the district.

RECOMMENDATION: That the MOU / Interlocal Agreement is approved by The Board of Trustees

PRIOR BOARD ACTION: NO AWARDED: AWARDED AMOUNT:

AMOUNT(S): 0.00

ACCOUNT NO(S): 199.52.6129.00.922.99

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

REQUESTING DEPARTMENT:
Human Resources Division

CONSEQUENCES OF NON-APPROVAL:
The agreement will renew with the City of Socorro PD at the proposed rate as per the current executed MOU or Loss of Services to the district.

IMPLEMENTATION TIMELINE:
October 1, 2021

ATTACHMENT(S): ✓ Interlocal and MOU agreement.

THE STATE OF TEXAS	§	Interlocal Agreement and
	§	Memorandum of Understanding For
	§	Law Enforcement Communication Services
	§	by and between the City of Anthony, Texas,
	§	Police Department and the Canutillo
COUNTY OF EL PASO	§	Independent School District.

This Interlocal agreement and Memorandum of Understanding ("MOU") is entered into on this

_____ day of _____ 2021, between the CITY OF ANTHONY POLICE DEPARTMENT, a municipal law enforcement agency located in El Paso County, Texas (hereinafter referred to as "APD") and the CANUTILLO INDEPENDENT SCHOOL DISTRICT, an independent school district located in El Paso & Canutillo County, Texas (hereinafter referred to as "CISD") by and through its duly authorized officials, pursuant to and in compliance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

RECITALS

WHERE AS, the CISD and APD (Collectively, the "Agencies") are authorized to enter this MOU pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHERE AS, APD and CISD are respectively, a municipal entity and an independent school district, maintaining and operating facilities within El Paso County, Texas, and

WHERE AS, the Agencies have commissioned peace officers for the security, safety, and welfare of their respective jurisdiction of the peace officers; and

WHERE AS, allowed in the Texas Education Code, Section 37.081, the board of trustees of the school district intends to enter a memorandum of understanding with a local law enforcement agency for the provision dispatching and communication solutions (primarily) and in extreme emergencies: seek assistance for resource officers, and commissioned peace officers, to carry out this subchapter. The board of trustees authorizes the carrying of weapons by commissioned peace officers, exclusively, and include all territory in the boundaries of the school district and all property outside the boundaries of the district that is owned, leased, or rented by or otherwise under the control of the school district and the board of trustees that employ the peace officer or security personnel or that enter a memorandum of understanding for the provision of a school resource officer.

WHERE AS, the Texas Education Code, Section 37.081, allows school district police departments and the law enforcement agencies with which it has overlapping jurisdiction enter a memorandum of understanding that outline effective communication and coordination, and

WHERE AS, the Agencies each find that this undertaking is necessary for the benefit of the public, and that each party has legal authority to provide the governmental functions, which are the subject matter of this MOU, and

WHERE AS, the Agencies desire to specify the terms and conditions of an agreement through which this mutually beneficial relationship may be affected; and

WHERE AS, the Agencies recognize and understand that the circumstances of an incident may necessitate that the requirements of this MOU be amended or revised, to allow the law enforcement

officers of each party to better address the unique demands of a specific situation and provide appropriate mutual aid and support to each other, under the circumstances;

NOW THEREFORE IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration give, the above-named Agencies agree as follows:

Definitions

The following terms shall have the following meanings when used in this MOU:

"Peace officer" means a person elected, employed, or appointed as a peace officer under Article 2.12, Code of Criminal Procedure, or other law, and licensed by the Texas Commission on Law Enforcement Officer Standards and Education;

“Chief of Police” means the Chief Law Enforcement Officer for Anthony Police Department.

"Senior Police Officer” means the Administrating Law Enforcement Officer for Canutillo Independent School District.

"Chief Administrative Officer" means the Superintendent of schools for a school district.

“Texas Commission on Law Enforcement” (hereinafter referred to as "TCOLE”) means the regulatory Texas State Agency whose purpose is to establish and enforce standards for law enforcement, corrections, and telecommunications personnel.

Purpose

The purpose of this MOU is to assist in providing secure, sensitive, and effective law enforcement communications necessary to protect the health, life, and property, against violations of criminal law and breaches of the peace. The Agencies recognize and acknowledge that mutual cooperation and communication are in the best interest of their constituents, employees, and the public, and the Agencies therefore pledge to meet at least once every calendar month or as needed, to discuss the purpose of this MOU and to develop practices and procedures in keeping with its’ purpose.

Responsibilities (upon approval and execution of MOU)

1. Hiring of a full time TCOLE Certified Communication Specialist
    a. Minimum of three (3) years’ experience in telecommunication
    b. Position will follow the established Canutillo ISD 244 work calendar
    c. Position is a non-exempt position and is subject to FLSA
    d. Position may not work over 40 hours per workweek, as defined by Canutillo ISD policy, unless authorized in writing by the Senior Police Officer, and Canutillo ISD HR official
    e. Position schedule will be coordinated between both Agencies to ensure maximum dispatch coverage for both agencies that is effective
    f. Position remains a Canutillo ISD employee, and must abide by its governing policies and procedures
    g. Personnel issues need to be communicated with the Senior Police Officer for resolution or action
    h. This position will service and respond to the needs of both agencies equally
    i. Responsibility of this item lies with Canutillo ISD to execute and enforce
2. Canutillo ISD has full use and access to APD Dispatch Center, 911 Call Services, and respective devices, and equipment for the successful operation of the job at no cost to the district, but in exchange of leasing a full time employee to APD at no additional cost to APD
3. APD will lease a Canutillo ISD full time employee at no cost to the agency, but in exchange of leasing training, access, materials, supplies, equipment, technology, and resources related to the successful operation of the job function to Canutillo ISD at no additional cost to Canutillo ISD.

4. APD with the CISD leased employee will manage, handle, and route all service calls for both agencies respectively.
5. In extreme circumstances, agencies may work cooperatively to safeguard the safety of their respective jurisdictions; upon mutual approval of the on-duty supervisors.
6. The APD dispatch center will maintain a record of calls received, routed and dispatched and such record shall be made available to all parties upon request.
7. Responsibility for Completing Investigations: the completion of any investigation upon termination of a response request, or upon withdrawal from an initiated response, will remain under the authority and jurisdiction of the party having primary jurisdiction.

In the event that any person performing law enforcement services pursuant to this MOU shall be cited as a party to any civil lawsuit, state or federal, arising out of the performance of those services, he or she shall be entitled to the same benefits that he would be entitled to receive if such civil action has arisen out of the performance of his / her duties as a party of the department where he is regularly employed and in the jurisdiction of the party by which he is regularly employed. Nothing in this MOU shall be construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this MOU.

Non-Waiver of Immunity

It is expressly understood and agreed that, in the execution of this MOU, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims made by third parties and arising directly or indirectly out of the performance of this MOU. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker' compensation, and other benefits which apply to the activities of officers, agents, or employee of either party when performing a function under this MOU shall apply to such officers, agents or employees to the same extent while engaged in the performance of any of their functions duties under the terms and provisions of this MOU. Each party reserves and does not waive its rights of sovereign immunity and rights under the Texas Tort Claims Act.

Duration of MOU

This MOU shall be effective for a period beginning on the date first written above and thereafter automatically renew for one-year terms running from October 1 until September 30 of each year, unless terminated in accordance with the terms and conditions of this MOU.

Termination

Any party to this MOU may terminate it, by giving the other parties thirty (30) days prior written notice of its intent to terminate the MOU, mailed by certified mail and addressed to the person or officer of each other party designated under this MOU for notice.

Performance of Services

Law enforcement services, and all other services reasonably related thereto, which are provided under this MOU shall be performed in accordance with the standard operating procedures, rules, regulations, and ordinances of the department by which each such peace officer or employee providing such services is employed, and in conformity with the requirements and mandates of laws of the State of Texas and the United States.

Release and Indemnification

To the extent permitted by law each party to this MOU expressly waives all claims against every other party to this MOU for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this MOU, and shall, to the extent permitted by law, indemnify each other party for any liability arising out of the acts or omissions of its own employees and officers.

Waiver of Subrogation

The parties hereby release each other, and their respective officers, agents, and employees, from any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss, injury or damage caused by or resulting from risks insured against under any insurance policy maintained by the parties.

Remedies

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this MOU may be waived without first obtaining consent of the Parties in writing. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this MOU.

Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU, are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Headings

The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Applicable Law

This MOU is entered into subject to and is to be construed, governed and enforced under the laws of the State of Texas.

Notice

Notice by any party to any other party hereto shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail, with proper postage attached addressed to the respective party as follows subject to change as the respective party may hereafter give notice to the other parties:

For APD:

Chief Carlos Enriquez

City of Anthony, TX Police Department

401 Wildcat, Anthony, TX 79821

For CISD:

Dr. Pedro Galaviz, Superintendent of Schools

Canutillo Independent School District

7965 Artcraft Rd.

El Paso, TX 79932

Public Information

This MOU is public information. To the extent, if any, that any provision of this MOU is in conflict with Tex. Gov't, Code Ann. Chapter 552 et seq. as amended (the "Texas Public Information Act") the same shall be of no force and effect. Each party agrees that it will notify the other party of any public information request which seeks disclosure of "law enforcement tactical information" and will assert a lawful objection or privilege to keep such information confidential.

No Joint Enterprise

This MOU does not, is not intended to, and shall not be construed to, create any joint enterprise between or among the parties. CISD and APD are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this MOU. Neither party nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this MOU.

Entire Understanding

This MOU embodies the complete understanding of the parties hereto superseding all oral or written previous and contemporaneous agreements or understandings between the parties relating to matters herein; and, except as otherwise provided herein, must be modified in writing by the parties.

Authorization

The undersigned officers and agents are properly authorized to execute this MOU on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first stated above.

CITY OF ANTHONY POLICE DEPT	**CANUTILLO ISD**
_____	_____
Carlos Enriquez Chief of Police	Pedro Galaviz Superintendent
ATTEST:	ATTEST:
_____	_____
Norma Castillo Town Clerk	Jose A. Kluge Senior Police Officer
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
Enrique Palomares City of Anthony Attorney	Steve Blanco Canutillo ISD General Counsel

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 8/24/2021

Subject/Title for Agenda Posting: Approval of inter-local Agreement with respect to the Political Subdivision Alliance of Texas (PSAT) for the provision of certain Insurance Coverages and reinsurance of such coverages. (USI Supplemental)

Justification Statement: This Interlocal Agreement provides the district with the provision of certain Insurance coverages and reinsurance coverages that ensure our district's liability coverage at a lower cost with same coverage levels.

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☑ HumanResources ☑ Business Services

Staff Responsible: Martha Carrasco, Chief Human Resources Officer / Jose Barraza, Assistant Director of HR

Signature of Requester(s)

Jose Barraza/M.Carrasco Jose Barraza 8/17/2021

Signature of Presenter(s)

Elizabeth B. Sida 8/17/2021

Business Services Approval (Initials) *Date*

Agenda Summary:

The Human Resources Department requests that the Board approve the inter-local Agreement with respect to the Political Subdivision Alliance of Texas (PSAT) for the provision of certain Insurance Coverages and reinsurance of such coverages (USI Supplemental). This inter-local Agreement provides the district with the provision of certain Insurance coverages and reinsurance coverages that ensure our district's liability coverage at a lower cost with same coverage levels.
Insurance covers the renewal of: Property (Flood, Earthquake), Inland Marina, Automobile, Crime, General Liability, Law Enforcement Liability, Educators Legal Liability, Employment Practices Liability, Excess Liability.

USI is an awarded vendor with Region 19, ASC Cooperative Contract #19-7337

RECOMMENDATION: That the inter-local Agreement is approved by The Board of Trustees

PRIOR BOARD ACTION:NO AWARDED: AWARDED AMOUNT:

AMOUNT(S): **$552,841.00**

ACCOUNT NO(S):

199.51.6429.00.999.99 DISTRICT WIDE COVERAGE

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

USI is an awarded vendor with Region 19, ASC Cooperative Contract #19-7337

REQUESTING DEPARTMENT:

Human Resources Division

CONSEQUENCES OF NON-APPROVAL:

Non approval will result in a lapse of coverage for the district.

IMPLEMENTATION TIMELINE:

September 1, 2021

ATTACHMENT(S): ✓ Inter-local and agreement; ASC Awarded Vendor, USI Renewal Quotes.

POLITICAL SUBDIVISION ALLIANCE OF TEXAS
INTERLOCAL AGREEMENT FOR PROVISION OF CERTAIN INSURANCE COVERAGES AND REINSURANCE OF SUCH COVERAGES

This Agreement is made between and among POLITICAL SUBDIVISION A, a Texas Hidalgo ISD political subdivision, and POLITICAL SUBDIVISION B, a Texas political subdivision, and any Pasadena ISD other lawfully constituted Texas political subdivision adopting the terms and conditions of this Interlocal Agreement for Provision of Certain Insurance Coverages and Reinsurance of such Coverages ("Interlocal Agreement") under Texas Government Code, Chapters 791 (Texas Interlocal Cooperation Act) and 2259.

RECITALS:

WHEREAS, the Parties are political subdivisions of the State of Texas; and

WHEREAS, as political subdivisions of the State of Texas, the Parties are allowed to perform certain governmental functions and services as those terms are defined and authorized under Sections 791.003 and 2259.031 of the Texas Government Code; and

WHEREAS, the Parties desire to contract with each other for the purpose of achieving efficiencies and economies with respect to the provision of certain insurance through a self-insurance risk pool and reinsurance of such coverages from insurers (who have an A.M. Best rating of at least A-) operating in Texas for coverage that is necessary or beneficial to the governmental functions and services of the Parties; and

WHEREAS, the Parties are each willing to jointly enter into agreements to provide certain insurance coverages with each other and procure reinsurance coverage and services with respect to such coverages from one or more common vendors, and to cooperate and assist each other in assessing needs for insurance coverages, creating specifications for insurance coverages and

requests for proposals for reinsurance coverages and services, identifying reinsurance vendors, and assisting each other in procuring the optimum reinsurance coverages; and

WHEREAS, the Parties, by executing this Interlocal Agreement, do hereby establish the Political Subdivision Alliance of Texas ("PSAT" or the "Alliance") for the purpose of providing the insurance coverages contemplated by this Interlocal Agreement and securing reinsurance coverages and services with respect to such insurance coverages; and

WHEREAS, the governing body of each Party to this Interlocal Agreement has agreed to the terms and conditions of this Interlocal Agreement and has by a vote of its governing body accepted and adopted this Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth below, and other good and valuable consideration, the Parties agree as follows:

I.
PURPOSE

1.01 The purpose of this Interlocal Agreement is to enable the Parties to do the following:

a. Develop common requirements and specifications in contract terms and conditions for insurance, self-insurance, and reinsurance for workers' compensation, liability, inland marine, professional liability, property and similar and related property and casualty lines of insurance;

b. Establish the Political Subdivision Alliance of Texas to provide the insurance coverages outlined in subparagraph a. above to participating political subdivisions and to secure reinsurance coverage and services with respect to such insurance coverages, including creation and use of the PSAT Property/Casualty Self-Insurance Fund and the PSAT Workers' Compensation Fund (hereinafter sometimes collectively referred to as "the Funds").

c. Select the reinsurer operating in Texas best equipped to provide reinsurance coverage and to service needs of the Parties;

d. Facilitate communications and dealings with the selected reinsurer or reinsurers;

e. Develop common operations, practices and procedures with respect to the insurance coverages provided pursuant to this Interlocal Agreement;

f. Gather, exchange and share information and expertise with respect to workers' compensation, liability, inland marine, professional liability, property and similar and related property and casualty lines of insurance;

g. Allow the Parties access to the services, information, reports and work product of the reinsurers providing reinsurance coverages and services pursuant to this Interlocal Agreement.

II.

RESPONSIBILITIES OF THE PARTIES

2.01 Each Party may, subject to any confidentiality limitations imposed by law or by contract, do the following:

a. Fully inform each other of their respective requirements and schedule for future insurance coverage needs;

b. Provide the other Parties available information, reports and other data in its possession concerning its insurance coverage needs, insurance producers, and other matters relevant to achieving the purposes of this Interlocal Agreement;

c. Grant the other Parties and insurance agents access to the operations covered by any insurance contract as required to achieve the purposes of this Interlocal Agreement;

d. Provide the other Parties copies of or access to studies, reports, estimates, drawings or proposals and other documents produced by each Party's consultants and other experts concerning the insurance coverages subject to this Interlocal Agreement;

e. Examine all insurance related studies, reports, sketches, estimates, drawings, proposals and other documents produced by each Party or its consultants and respond as necessary or appropriate; and

f. Perform their respective obligations under all insurance contracts.

III.

PROCUREMENT

3.01 Each Party shall accept its own bids, proposals or statements of qualifications for the development, issuance, and servicing of insurance coverages that are the subject of this Interlocal Agreement in accordance with the laws that may apply, if any, governing purchases by each respective Party. Membership in the Alliance does not, in and of itself, obligate any member to purchase insurance from the Alliance, nor does it obligate the Alliance or any reinsurer to offer insurance to a political subdivision that it deems unacceptable in their own underwriting judgment. The Chair Person of the Alliance shall execute all reinsurance agreements and contracts to which the Alliance is a party in the name and on behalf of the participating members.

3.02 Each Party may designate a representative to assist such Party in performing the functions set out in this Section III.

IV.

COMPENSATION

4.01 Each Party shall make contributions to the Funds as set out in Exhibit 1 ("the Contributions"), if any.

4.02 In the event that any Party shall perform any services, or incur any expense, for the common benefit of the other Parties to this Interlocal Agreement, such Party shall be entitled to reimbursement from the other Parties for each Party's equally divided proportional share of such common expenses. Such reimbursement shall be for the reasonable actual costs of the Party incurring them, without any additional charge for overhead or costs of administration. No Party may incur any expense or perform any services for the common benefit of the other Parties without the prior written consent of such other Parties.

4.03 In the event that one Party shall perform any services using its employees to provide direct technological or support services for the primary benefit of another Party under this Interlocal Agreement, the performing Party shall be entitled to full reimbursement at such employee(s)' hourly rate multiplied by a factor of 1.2 ("the Multiplier") (to account for associated benefits and administrative expense of employees). Other costs incurred by one Party for the benefit of another Party, including, but not limited to materials, contractor services and travel expenses, in direct support of this Interlocal Agreement shall be reimbursed by the other Party at actual cost with no Multiplier. No Party may incur any expense or perform any services for the benefit of another Party without the prior written consent of such other Party.

4.04 If one Party seeks to have another Party perform services for it under this Interlocal Agreement, such Party shall request a cost proposal from the other Party. The requesting Party shall issue a written work order identifying the agreed scope of work, schedule, cost, and other relevant matters. Each Party shall endeavor in good faith to accommodate the requests of the other Party, but neither Party shall be required to perform any services for another Party without the written consent of both Parties.

4.05 In the event that any consultant or expert under contract to a Party shall perform services for another Party for the common benefit of such Parties, then the Party making the expert or consultant available may invoice the other Parties their equal proportionate shares of the actual amount invoiced by such consultant or expert. However, no Party may retain the services of any consultant or expert for the common benefit of other Parties without the prior written consent of such other Parties.

4.06 The Parties shall periodically reconcile the amount of services performed and expenses incurred on behalf of each other, or on the common behalf, under this Interlocal

Agreement, and a single invoice shall be rendered to compensate the Party bearing the greater burden during such period. Such reconciliation and billing shall be performed quarterly, to the extent necessary.

4.07 Payments under this Interlocal Agreement from one Party to the other shall be made from current revenues available to the paying Party.

4.08 Invoices shall be fully itemized, submitted in duplicate, and accompanied by all relevant third party invoices, bills, and other documentation.

4.09 As between the Parties, invoices shall be paid within thirty (30) days after receipt. In the event that payment in full is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum lawful rate or one percent (1%) per month until paid in full. However, if such non-payment is due to the lack of proper invoice documentation or other good faith dispute, then interest shall not accrue until ten (10) days after the required documentation is provided or the dispute is resolved to the reasonable satisfaction of the paying Party.

4.10 Each Party reserves the right to review the other's invoices and to audit and examine, at any reasonable time, the books and records of the other Party(ies) to the extent necessary to verify the accuracy of any statement, charge, computation or invoice made, and to recover any overcharges paid by it.

V.

DOCUMENTS, DATA AND PUBLICATIONS

5.01 It is agreed and understood that any specifications, drawings, plans, contracts, or other data, documents or information (collectively "Information") provided by one Party to another under this Interlocal Agreement may be of a strictly confidential nature and, except as otherwise required by law or contract, no such confidential Information shall be disclosed to any third party

without the prior written consent of the providing Party. Such Information is the sole property of the Party providing it, and it shall be returned together with all copies, upon request. Each Party agrees to execute all confidentiality agreements reasonably requested by another Party as a condition to access to such Party's confidential Information.

VI.

THE POLITICAL SUBDIVISION ALLIANCE OF TEXAS

6.01 There is hereby established and created the Political Subdivision Alliance of Texas for the purpose of providing the workers' compensation, liability, inland marine, professional liability, property and similar and related property and casualty lines of insurance contemplated by this Interlocal Agreement. The organizers and members of the Alliance are the political subdivisions originally executing this Interlocal Agreement and any other lawfully constituted political subdivision agreeing to and adopting the terms and conditions of this Interlocal Agreement.

6.02 The original organizers of the Alliance hereby designate and appoint Liberty Mutual Insurance Company, on behalf of itself and those subsidiaries and affiliates constituting its Public Entity underwriting group (collectively "Liberty Mutual") to receive, on behalf of the Alliance, payments made to the Alliance by the participating political subdivisions, and to hold the same in trust, or as payment for reinsurance issued by Liberty Mutual. The original organizers also hereby designate Liberty Mutual as the initial reinsurer and will enter into a separate reinsurance treaty evidencing the duties and responsibilities of Liberty Mutual and the Alliance.

6.03 The Funds may be established exclusively for the purposes authorized by this Interlocal Agreement for the Alliance created hereunder. Any monies in such Funds shall be held in a bank account of the Alliance, shall be federally insured by the FDIC, and shall be used to

finance the expenses, if any, of operating the Alliance in carrying out the purposes of this Interlocal Agreement. The Funds, if any, shall be managed by Liberty Mutual or by the treasurer and accounting staff of the Alliance. The Funds may be used for the purpose of purchasing reinsurance coverage and services in order to maintain the financial strength and integrity of the Alliance, and may be paid directly to the reinsurer. The Funds are established to enable participating political subdivisions to arrange for the establishment and funding of the insurance coverages provided by this Interlocal Agreement to be self-funded and/or reinsured.

6.04 Payments under this Interlocal Agreement for insurance premiums shall be made from current revenues available to the paying Party.

6.05 The Alliance and Liberty Mutual will hold, disperse and apply the Funds only in accordance with this Interlocal Agreement.

6.06 Each political subdivision that is a member of the Alliance agrees and consents that the reinsurer may voluntarily assume such original policy obligations of the Alliance as direct obligations of the reinsurer to the members of the Alliance or other payees under any policies reinsured and in substitution for the obligations of the Alliance to the members or other payees.

6.07 The Board of the Alliance shall be composed of not less than two (2) nor more than five (5) representatives of participating political subdivisions as Trustees, with no one political subdivision having more than one representative as a Trustee.

6.08 The Political Subdivision Alliance of Texas policies of insurance will be in writing and describe in detail the benefits to be provided, the exclusions, limitations and conditions relating to benefits, and any other appropriate terms or conditions with respect to coverage provided under such policies of insurance. Each participating political subdivision may negotiate the specific terms of its own particular policies of insurance.

6.09 The duties and responsibilities of each participating political subdivision with respect to the Political Subdivision Alliance of Texas policies of insurance shall be governed by the terms and conditions of such policies of insurance.

VII.

TERM

7.01 This Interlocal Agreement shall be effective as of the date designated herein as the effective date by the governing bodies of the original organizing political subdivisions that are Parties to this Interlocal Agreement (the "Effective Date"). This Interlocal Agreement shall be effective as to any political subdivision subsequently agreeing to and adopting the terms and conditions of this Interlocal Agreement as of the date of such agreement and adoption. This Interlocal Agreement shall be for a term of ten (10) years from the Effective Date, and for year to year thereafter; provided, however, that any Party may terminate its participation in this Interlocal Agreement at any time for convenience upon ninety (90) days' prior written notice. The Board of the Alliance may vote to terminate this Interlocal Agreement and dissolve the Pool and Funds if the purposes for which the Pool was formed are no longer served. This Interlocal Agreement shall terminate in the event that Parties terminate their participation to the point where no more than one Party remains as a participant.

VIII.
LIMITED DAMAGES

8.01 In no event will any Party ever be liable to any other Party for consequential or incidental damages, including, but not limited to, loss of profits or revenue, loss of use of property, costs of capital, costs in excess of estimates, costs of substitute coverages, or claims of constituents of the other Party, arising out of any cause or claim concerning this Interlocal Agreement.

IX.

RELATIONSHIP OF THE PARTIES

9.01 It is not the intent of the Parties that any Party shall be deemed to be the agent of any other Party; nor shall one Party have the right to bind any other Party without the other Party's written consent. No Party shall be liable for the obligations of any other Party to any third party, whether arising under this Interlocal Agreement or otherwise, without the other Party's written consent.

X.

NOTICES

10.01 Correspondence, notices, and invoices shall be in writing and mailed certified mail return receipt requested, faxed, emailed, or hand-delivered to the Parties at the principal address of each or at such other addresses as each may from time to time designate in writing. All notices, correspondence or invoices shall be effective upon receipt.

XI.

GENERAL PROVISIONS

11.01 This Interlocal Agreement constitutes the entire understanding of the Parties relating to the subject matter herein and supersedes any prior written or oral understanding of the Parties with respect to such subject matter. There shall be no modification or waiver of any provision herein except in writing, signed by the Parties. The bylaws of the Political Subdivision Alliance of Texas, to the extent consistent with this Interlocal Agreement, shall provide additional details on governance of the Alliance.

11.02 This Interlocal Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that no Party may assign this Interlocal Agreement or subcontract its duties hereunder, in whole or in part, without the prior written consent of the other Parties. This Interlocal Agreement shall be construed to benefit the Parties and their respective successors and assigns, only, and shall not be construed to create third party beneficiary rights in any other party or in any other governmental organization or agency.

11.03 No failure or delay on the part of a Party to exercise any right or remedy shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy. All rights or remedies under this Interlocal Agreement are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law.

11.04 If any section or part of this Interlocal Agreement is declared void or invalid by any court of competent jurisdiction, such decree shall not affect the remainder of this Interlocal Agreement, which shall remain in full force and effect with the deletion of the part declared void or invalid.

11.05 The Parties agree and intend that this Interlocal Agreement and all disputes which may arise from, out of, under or respecting the terms or conditions of this Interlocal Agreement or concerning the rights or obligations of the Parties hereunder, or respecting any performance or failure of performance by either Party hereunder, shall be governed by the laws of the State of Texas and that venue shall be mandatory in a state judicial court in Collin County, Texas.

11.06 This Interlocal Agreement shall continue in full force and effect for the full term or until sooner terminated, so long as two or more political subdivisions are parties by original execution or subsequent adoption.

IN WITNESS WHEREOF, the undersigned have executed this Interlocal Agreement in multiple counter parts.

POLITICAL SUBDIVISION A	POLITICAL SUBDIVISION B
Signature	Signature
Chief Financial Officer Title	Board President Title
8/28/2020 Date	5/18/2021 Date
Hidalgo ISD	Pasadena ISD

ADOPTION AGREEMENT WITH RESPECT TO THE POLITICAL SUBDIVISION ALLIANCE OF TEXAS INTERLOCAL AGREEMENT FOR PROVISION OF CERTAIN INSURANCE COVERAGES AND REINSURANCE OF SUCH COVERAGES

This Adoption Agreement is hereby entered into by Canutillo Independent School District (name of political subdivision), a political subdivision, acting through its Board of Trustees (description of governing board), and is effective on this the ____ day of August, 2021 .

R E C I T A L S:

WHEREAS, Canutillo Independent School District is a political subdivision of the State of Texas (hereinafter the "Adopting Party");

WHEREAS, as a political subdivision of the State of Texas, the Adopting Party is allowed to perform certain governmental functions and services as those terms are defined under Sections 791.003 and 2259.031 of the Texas Government Code;

WHEREAS, the Adopting Party desires to contract with other political subdivisions for the purpose of achieving efficiencies and economies with respect to the provision of certain insurance coverages necessary or desirable to the governmental functions and services of the political subdivisions and the reinsurance of such coverages;

WHEREAS, the Adopting Party is willing to jointly enter into agreements with other political subdivisions to provide and procure certain insurance coverages and services through the Political Subdivision Alliance of Texas Interlocal Agreement For Provision of Certain Insurance Coverages and Reinsurance of Such Coverages ("the Interlocal Agreement") to cooperate and assist such political subdivisions in identifying vendors, assessing needs for insurance coverages, arriving at specifications for requests for proposals with respect to insurance

coverages, and assisting in procuring the optimum reinsurance coverages at the lowest possible cost;

WHEREAS, the governing body of the Adopting Party has agreed to the terms and conditions of the Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements set forth below, and other good and valuable consideration, the Adopting Party does hereby agree to and adopt the terms and conditions of the Interlocal Agreement.

I.

PURPOSE

1.01 The purpose of this Adoption Agreement is to evidence the agreement to and adoption of each and every and all of the terms and conditions of the Interlocal Agreement with an original effective date of May 18, 2021, originally executed by Hidalgo ISD and Pasadena ISD, political subdivisions of the State of Texas (hereinafter "the Agreement").

1.02 Upon execution of this Adoption Agreement it shall be attached to and made a part of the Interlocal Agreement. Once attached to the Interlocal Agreement, this Adoption Agreement and the Interlocal Agreement shall constitute one agreement among all the parties previously executing the Interlocal Agreement, adopting the Interlocal Agreement and the Adopting Party.

II.

TERM

2.01 This Adoption Agreement will be effective as of the date designated as the "Effective Date" by the governing board of the political subdivision executing this Adoption Agreement (the "Effective Date").

2.02 This Adoption Agreement shall expire upon the expiration date of the Interlocal Agreement; provided, however, that the Adopting Party may terminate its participation in the Interlocal Agreement pursuant to the terms set forth in the Interlocal Agreement.

III.

GENERAL PROVISIONS

3.01 A political subdivision agreeing to and adopting the terms and conditions of the Interlocal Agreement fully agrees and understands that it has agreed to all of the terms and conditions of the Interlocal Agreement and that this Adoption Agreement taken together with the Interlocal Agreement constitutes the entire understanding of the parties relating to the subject matter of the Interlocal Agreement and this Adoption Agreement and supersedes any prior written or oral understanding of the parties with respect to the subject matter of such documents.

IN WITNESS WHEREOF, the undersigned political subdivision has been authorized by the governing board of such political subdivision to enter into this Adoption Agreement on the _____ day of ___August_____, 20_21_, to certify that this document is hereby executed under authority of the above named political subdivision by:

_____

BY: Sergio Coronado

TITLE: Board President

Canutillo Independent School District



Property & Casualty Renewal Proposal
09-01-2021 to 09-01-2022

James E Brundage, CIC, CSRM
Cristy Urquidi, CISR

Date Prepared: **August 17, 2021**

© 2018 USI Insurance Services. All rights reserved. This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actua policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage. Higher limits an additional coverage may be available. Please contact us if you are interested in additional quotes.

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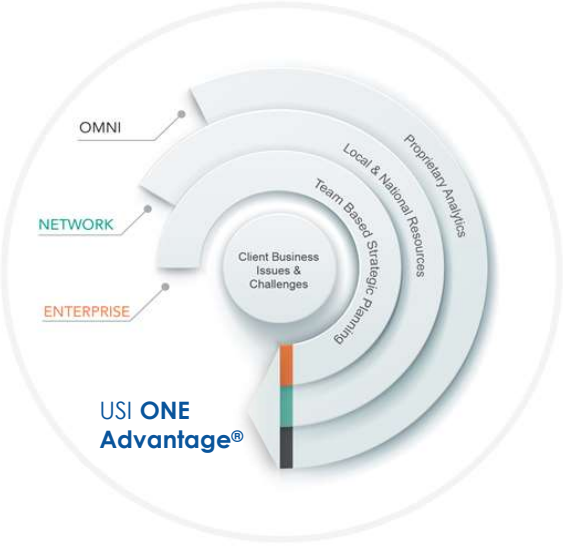
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About USI Insurance Services

USI is one of the largest brokerage and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 6,000 industry leading professionals across more than 150 offices to serve clients' local, national and international needs. USI has become a premier insurance brokerage and consulting firm by leveraging the USI ONE Advantage®, an interactive platform that integrates proprietary and innovative client solutions, networked local resources and expertise, and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts best-in-class industry talent with a long history of deep and continuing investment in our local communities. For more information, visit usi.com.

The USI ONE Advantage

What truly distinguishes USI as a leading middle market insurance brokerage and consulting firm is the USI One Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE™ represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.



Omni – USI's Proprietary Analytics
Omni, which means "all," is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 100,000 clients, thousands of professionals and over 100 years of business activity through our acquired agencies into targeted, actionable solutions.

Network – USI's Local and National Resources
USI has made a very large investment in local resources and technical expertise, with more than 6,000 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

Enterprise – USI's Team Based Strategic Planning
USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our **Omni** knowledge engine, with our **Network** of local and national resources, delivered to our clients through our **Enterprise** planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.

Service Team

USI Southwest Inc., El Paso

303 N. Oregon, Ste 310, El Paso, TX 79901

(915) 544-3111 www.usi.com

Sales Executive

Your **Sales Executive is *James E Brundage***

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E-Mail: James.Brundage@usi.com

Account Manager

Your **Lead Account Manager is *Cristy Urquidi***

Direct Number: (915) 534-9456

E-Mail: Cristy.Urquidi@usi.com

Claims Department

Your **Claims Manager** is Mike Rogers at USI Insurance

USI Phone Number: (915) 534-9463

E-Mail: Mike.Rogers@usi.com

Your **Claims Consultant** is Kyna Santiago at USI Insurance

USI Phone Number: (915) 534-9476

E-Mail: Kyna.Santiago@usi.com

Premium Summary

Coverage	Expiring Premium	Renewal Quotes		
	Travelers Trident Lloyds of London	Travelers Trident Lloyds of London		Liberty Mutual Lloyds of London *(Recommended)*
Property (Flood, Earthquake, EB)	$436,077	**$481,904**		**$401,245**
Inland Marine	$1,459	**$1,746**		**Included**
Automobile w/ Garagekeepers	$57,836	**$62,158**		**$95,302**
Crime	Included	**Included**		**$2,602**
General Liability	$5,789		**$5,950**	**$28,806**
Law Enforcement Liability	$4,836		**$4,836**	**$3,587**
Educators Legal Liability	$5,735		**$5,895**	**$17,336**
Employment Practices Liability	$25,693		**$32,079**	**Included**
Excess Liability	$4,771		**$5,597**	**$3,963**
Wind Buyback ($250,000 retention)	$330,750	**$347,040**		**n/a**
Total Premium		**$892,848**	**$54,357**	
Total Annual Premium	$872,946	**$947,205**		**$552,841**

Workers' Compensation	Expiring Premium	Renewal Premium
PWCP	**$358,097.75**	**$418,473**

Additional Wind Buyback Options	Premium
Underwriters at Lloyds of London	
Retention $100,000 Per Occurrence; Max Recoverable: $2,500,000 Per Occurrence	**$380,354**
Retention $250,000 Per Occurrence; Max Recoverable: $3,000,000 Per Occurrence	**$384,813**
Retention $250,000 Per Occurrence; Max Recoverable: $3,000,000 Per Occurrence	**$409,208**

Property:
- 19-20 Total Insured Values $338,309,470
- 20-21 Total Insured Values $339,131,470
- 21-22 Total Insured Values $342,221,470

Fleet:
- Added 11 Units
- Deleted 15 Units

Workers' Compensation:
- 19-20 Payroll $40,918,761
- 20-21 Payroll $42,759,639
- 21-22 Payroll $43,199,623

Binding Requirements:
- Client Authorization to Bind signed by the insured
- Signed PWCP Contribution Worksheet
- Signed Statement of Values and Fleet Schedule

Note:
In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

Marketing Summary

Carrier	Response
Liberty Mutual Insurance	Quoted all Lines: $552,841
Travelers Insurance	Incumbent – Offered quote $545,808
Trident Insurance	Incumbent – Offered quote Option 1: With Auto Coverage $112,552 Option 2: Without Auto Coverage $54,357
TPS	Quotes all Lines: $718,592
PCAT	Quotes Casualty only: $104,316

Workers Compensation

Subject of Insurance	Limit
Each Accident	$1,000,000
Disease – Policy Limit	$1,000,000
Disease – Each Employee	$1,000,000

Exposures

Class Code	Description	Expiring Payroll	Renewal Payroll
8868	Professional Employees	$37,770,315	$36,389,173
7380	Bus Drivers	$969,678	$405,725
9101	Others	$4,042,644	$6,404,725

The premium quoted is the minimum and deposit premium and is a fully earned premium. The policy is auditable at expiration and there may be charges for additional exposures however, the premium will never fall below the minimum and deposit premium shown above.

Premiums are calculated based on the insurance company's rules and rates. Premiums shown as advance or deposit premiums are subject to audit and adjustment at the close of each audit period. If the advance premium is less than the earned premium as determined by the audit, the insured pays the difference. If the advance premium is more than the earned premium as determined by the audit, the insurance company returns the difference to the insured. The insured must keep records of the information needed for the audit and the premium calculations and send copies to the insurance company when it requests them.

Excluded coverage or other coverages sought may be available: please discuss with USI

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, exclusions and sublimits that will govern in the event of a loss.

Wind Buydown

Coverage	Limits
Limit:	Difference between 1% per building, subject to a minimum of $250,000 per occurrence
TIV:	$337,621,086
Option 1:	$250,000 per occurrence
Maximum Recoverable:	$2,500,000 per occurrence
Premium:	$347,039.44 (including taxes and fees)
Option 2:	$100,000 per occurrence
Maximum Recoverable:	$2,500,000 per occurrence
Premium:	$380,353.13 (including taxes and fees)
Option 3:	$250,000 per occurrence
Maximum Recoverable:	$3,000,000 per occurrence
Premium:	$384,812.44 (including taxes and fees)
Option 4:	$100,000 per occurrence
Maximum Recoverable:	$3,000,000 per occurrence
Premium:	$409,207.50 (including taxes and fees)

Note: 100% Minimum Earned at Inception

Duty of Disclosure

This quotation is based on the information supplied to us. Circumstances material to the (re)insurance, or a change to the information supplied, must be notified to (re)insurers prior to attachment of the proposed (re)insurance. There may also be a continuing duty to advise (re)insurers of any change in circumstances material to the (re)insurance during the period of such (re)insurance. Failure to provide such information may render the (re)insurance invalid.

Please note the following:

- This is a quotation only and is not valid for an indefinite period, unless specified otherwise. No cover is given until an order is placed and confirmed in writing by us.
- Either you have instructed us how you want us to place your business or we have discussed the market structures available to meet your needs. The placing options could be: a single (re)insurer; or a limited panel of (re)insurers via a facility/cover/binding authority; or an open market subscription placement. If you require further information or you believe your needs would be better met by an alternative approach to this quotation please come back to us.
- We remind you that you are entitled to request details of our remuneration at any time. This is normally by way of brokerage or commission determined by (re)insurers, however, we may receive earnings in other ways.
- In certain circumstances we may act for, and owe duties of care to, other parties. However, we will only do this where it is consistent with our duty to manage conflicts of interest fairly. For example, in certain circumstances we may operate a binding authority then, in addition to our agency duties to you, we may have certain obligations to the (re)insurer.

Agency Bill Payment Options

We sincerely appreciate the opportunity to service your insurance needs. We believe good credit relationships are established by making our clients aware in advance of the terms of our payment procedures.

OUR BASIC PAYMENT PLAN IS THAT ALL PAYMENTS ARE DUE ON OR BEFORE THE EFFECTIVE DATE OF COVERAGE. THERE ARE THREE METHODS OF PAYMENT AVAILABLE:

....CASH ON EFFECTIVE DATE
....PREMIUM FINANCING BY A PREMIUM FINANCE COMPANY
....INSURANCE COMPANY PAYMENT PLAN, IF AVAILABLE

Please note that USI Insurance Services LLC and its subsidiaries and affiliates do not provide customer financing.

In some instances, you will receive invoices covering additions or changes to your coverage, endorsements. These invoices are payable upon receipt. You will receive a monthly statement of your account as a reminder as we realize that it is occasionally possible to miss a payment through oversight. Accounts with payments past due are subject to cancellation for non-payment. This is a serious situation as your insurer may refuse to reinstate coverage even if payment is made later. Accounts are subject, but not limited to, reasonable attorney fees, interest, collection fees and/or court costs incurred in connection with collection of past due balances.

PAYMENTS: Please remember to return the remittance copy of the invoice with your payment in the provided envelope. Otherwise, all payments will be applied to your oldest balance or left as unapplied if we cannot identify the applicable invoice being paid.

CREDITS: Credit invoices may be applied against other invoices due us. Please indicate in your remittance or contact us as to where to apply credit invoices on your account.

These payment procedures will apply for any and all policy renewals or future business written.

If you have any questions concerning our payment procedures or any other matters pertaining to account payments, please contact your insurance representative.

USI Disclosures

Direct Bill DISCLOSURE: The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

Surplus Lines DISCLOSURE: Insurance is issued pursuant to the Surplus Lines Laws. Persons insured by Surplus Lines Carriers do not have the protection of the Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. Surplus Lines policies that are subject to audit provide for additional premium charges, but may not allow for return premium.

Reviewing Client Contracts DISCLOSURE: As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

USI Privacy Notice

Our Privacy Promise to You

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

What will we do with your protected information?

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

A. M. BEST RATINGS

A++ & A+	Superior	**D**	Poor
A & A-	Excellent	**E**	Under Regulatory Supervision
B++ & B+	Good	**F**	In Liquidation
B & B-	Fair	**S**	Rating Suspended
C++ & C+	Marginal	**NR**	Not Rated

FINANCIAL SIZE CATEGORY
(In $ Thousands)

Class I	Less than		1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	to	or greater

RATING "NOT ASSIGNED" CLASSIFICATIONS

NR-1 Insufficient Data
NR-2 Insufficient Size and/or Operating Experience
NR-3 Rating Procedure Inapplicable
NR-4 Company Request
NR-5 Not Formally Followed

InsurLink Client Portal

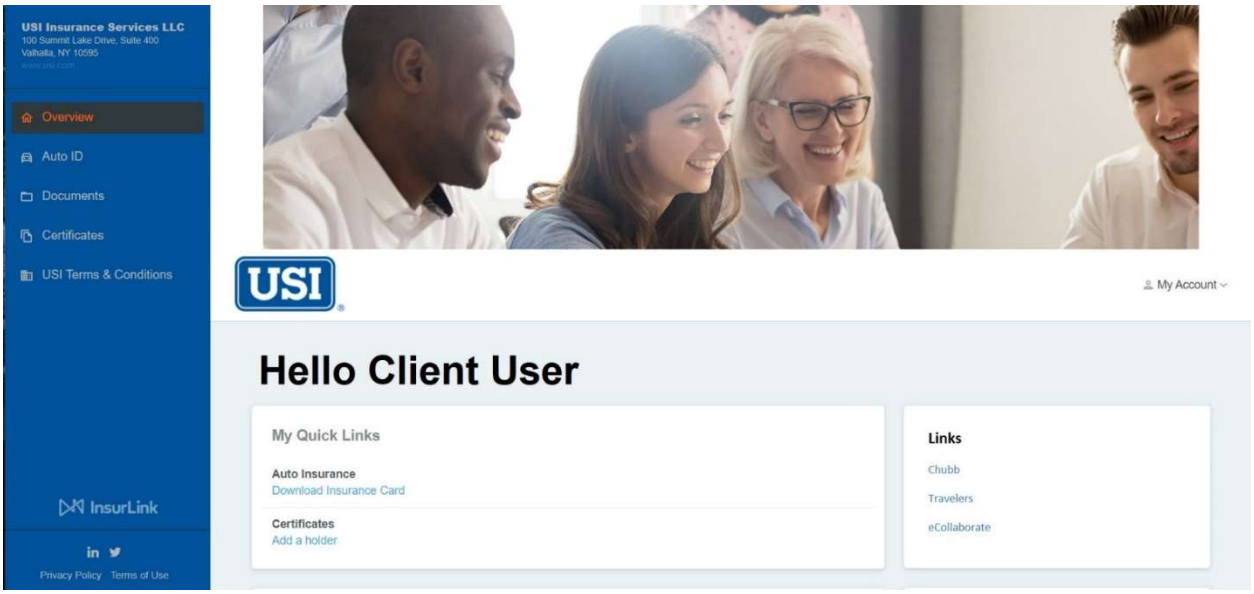
InsurLink, USI's secure, interactive portal for client collaboration and self- service resources, helps streamline the administration of your insurance program with efficient, environmentally friendly, paperless transactions.

InsurLink enables you to manage your program online in seamless collaboration with your USI service team 24 hours a day, 7 days a week.

With our user-friendly, intuitive software you can:

- View and reprint Certificates of Insurance.
- View policies, endorsements and other key documents.
- Generate and issue Certificates of Insurance quickly and accurately.
- Share documents with your USI service team
- Reprint and replace Auto ID cards.*

For more information about InsurLink, contact your USI service representative.



Get our mobile app for Android or Apple and access your InsurLink client portal on the go!

Limitations in NY and NJ

Client Authorization to Bind

Important Information - Coverage cannot be bound when severe weather is threatening regardless of the expiration date.

After careful consideration of your proposal dated August 17, 2021, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

Liberty Mutual Quote	☐ Please bind
Travelers Renewal Quote	☐ Please bind
Trident Renewal Quote	☐ Please bind
PWCP WC Renewal Quote - TBD	☐ Please bind
Certain Underwriters of Lloyds Renewal quote	
Option 1 $250,000 Retention/$2,500,000 Recoverable	☐ Please bind
Option 2 $100,000 Retention/$2,500,000 Recoverable	☐ Please bind
Option 3 $250,000 Retention/$3,000,000 Recoverable	☐ Please bind
Option 4 $100,000 Retention/$3,000,000 Recoverable	☐ Please bind

Client Signature

Date Signed

A.M. Best JUA and Unrated Notification - PWCP

The events of 2001 have brought many changes and challenges to the international insurance market. These changes in the market have affected the ability of all brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. In addition, insurance carriers have suffered significant losses that may jeopardize their financial stability.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines for A.M. Best Ratings of companies. Due to the current insurance market conditions, USI has increased its minimum standard for insurers to A-. A.M. Best's current rating scale is attached.

USI bases its guidelines upon ratings issued by A.M. Best Company ("Best"). Best is a recognized publisher of information concerning insurer financial conditions. It rates insurers based on many factors, including financial stability. An insurance company's financial conditions, can of course, affect its ability to pay claims.

You are insured with PWCP. However, PWCP is not rated by Best. We are providing you with this information so you can make an informed buying decision as to whether you wish to place your coverage with State Fund.

Please sign below and return to us to acknowledge your agreement to placement with PWCP.

If you would prefer to explore possible placement with another carrier, please contact our office immediately. Please be advised that another carrier may have more restrictive terms, increased premium, increased deductibles or other terms not present with your current carrier.

AGREED TO:

Canutillo ISD

_____

(Title – Must be Corporate Officer)

Board of Trustees

Meeting Date: 8/24/2021

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of Memorandum of Understanding between Canutillo ISD and El Paso Community College, the University of Texas at El Paso , and El Paso Area Independent School districts to participate in the El Paso College Readiness Initiative (TSIA Test Institute)

Justification Statement: Allows CISD to administer the Texas Success initiative Assessment to our students. The TSIA is the prerequisite for taking dual credit classes.

Purpose of Agenda Item: ☑ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Dr. Kerney-C & I Executive Director/Stacey Parker Advanced Academics District Coordinator

Signature of Requester(s)

Signature of Presenter(s)

Elizabeth B. Sida 8/9/2021

Business Services Approval (Initials) *Date*

Agenda Summary:

This agreement allows our students to take the TSIA on our campuses to expedite the process to ensure they are ready for dual credit classes. The agreement gives us immediate access to student scores to use for course placement and intervention.

RECOMMENDATION: It is recommended that the El Paso College Readiness Initiative Memorandum of Understanding is approved.

PRIOR BOARD ACTION: NA AWARDED: AWARDED AMOUNT:

AMOUNT(S): NA

ACCOUNT NO(S): NA

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

Memorandum Of Understanding

REQUESTING DEPARTMENT:

Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:

Without this agreement, CISD student would need to schedule and take the TSIA directly from EPCC at an EPCC facility.

IMPLEMENTATION TIMELINE:

Upon approval

ATTACHMENT(S): ✔ El Paso College Readiness Initiative Memorandum of Understanding

SECOND MEMORANDUM OF UNDERSTANDING
EL PASO COLLEGE READINESS INITIATIVE

This Second Memorandum of Understanding ("MOU") is made and entered into by and between El Paso County Community College District ("EPCC"), The University of Texas at El Paso ("UTEP") and the El Paso area independent school districts (hereinafter jointly "ISDs" and individually "ISD") that agree to participate in the El Paso College Readiness Initiative ("CRI"). EPCC, UTEP and ISDs shall be jointly referred to as "Participants".

WHEREAS, EPCC, UTEP, and each ISD collaborated and participated in the First Memorandum of Understanding for the CRI as follows:

- El Paso Independent School District ("EPISD") effective September 26, 2010
- Socorro Independent School District ("SISD") effective June 17, 2014
- Ysleta Independent School District ("YISD") effective March 4, 2015

WHEREAS, The First Memorandom of Understanding expired between all Participants on August 31, 2019, and the Participants hereto wish to renew and update the terms and conditions of their collaboration under the CRI in accordance with the terms and conditions established herein.

NOW THEREFORE, in consideration for the rights and obligations established herein, the Participants hereby agree to continue to collaborate in the CRI in accordance with the terms and conditions of this MOU as follows:

1. The CRI, subject to the Organizational Chart established in Attachment A of this MOU, which is incorporated herein by reference, assesses the college readiness of high school students, provides interventions for those students whose placement is below college-level and collects, analyzes, and shares student data in order to track performance and improve student success from high school through higher education. To this end, each participating ISD will participate in all components of CRI as outlined in the General Participation section below and their corresponding addendums.

2. Participants' representatives from the major initiatives and programs, such as the El Paso College Readiness Consortium, the College Readiness Implementation Committee, the Early College High School Leadership Council, and Student Success Core Team additionally will serve as communication liaisons for CRI.

3. The CRI will establish a single assessment institute that will incorporate program and student data from participating ISDs including all college readiness indicators and assessments. The name of the assessment institute will be The El Paso College Readiness Assessment Institute ("EP-CRAI"). The EP-CRAI will coordinate the Participants' sharing academic performance data of students who have attended or who are attending their respective institutions. To coordinate the process, EP-CRAI will facilitate the transfer of data from the Participants, ensuring the confidentiality of records and the compliance with the Family Education Rights and Privacy Act (FERPA) guidelines, and provide technical assistance to Participants.

4. The ISDs that choose to participate in the CRI do so to evaluate and improve their respective educational programs through the analysis of academic performance data of students who have attended or who are now attending an ISD, UTEP, or EPCC.

5. The Participants agree to use the data related to learning outcomes with the understanding that aggregate data arising from the CRI regarding districts in the El Paso region and related findings will be reported to program funders as well as prospective funders, policy makers and regulatory agencies, and extending to regional, state and national education audiences. Release of data specific and/or exclusive to UTEP, EPCC or any of the ISDs will require permission from that party.

6. It is necessary, therefore, for the members of the CRI to participate in all components of CRI and to share student data on a reciprocal basis for the purpose of evaluating and analyzing their respective educational programs.

7. Each Participant will appoint a representative to the CRI who will attend meetings regularly and participate in the work of the CRI.

8. General Participation. In accordance with Section 2 above, Participants' representatives from the major initiatives and programs will all serve as communication liaisons to CRI. The Communications Liaisons' role will be to facilitate data access for cross-entity activities as outlined in this MOU. The Communication Liaison for each Participant is responsible for all aspects of communication between the CRI, their specific consortium or council and participating institutions of higher education ("IHEs") and ISDs, including the development of annual CRI implementation plans.

9. Texas Success Initiative Assessment. The Texas Success Initiative Assessment ("TSIA") is a state mandate that requires students who are not college ready to be assessed in reading, writing, and math skills prior to enrolling in college, and to be advised based on the results of that assessment. In accordance with Section 11 below, a Pre-Assessment Module ("PAM") (also referred to as the Pre-Assessment Activity or PAA by other Texas institutions) must be administered prior to any student taking the current version of the TSIA.

10. Alternate Tests Used for TSI Exemptions and course placement. Students who satisfy the requirements qualify for a Texas Success Initiative Exemption and are eligible to enroll in entry-level college course work. The following are current Texas Success Initiative Exemptions:

    a. STARR End-of-Course ("EOC")*: Students who achieve a minimum score of Level 2 on English III are exempt from both reading and writing. Students who achieve a minimum score of Level 2 on Algebra II are exempt from the mathematics section. NOTE: Any new provisions made by the Texas Higher Education Coordinating Board and the Texas Education Agency will override and replace the relevant terms herein.
    b. A student who successfully completes a college preparatory course under Texas Education Code §28.014. This exemption is valid for a period of twelve (12) months from the date of high school graduation.

c. ACT*: Students who achieve a composite of 23 with a minimum of 19 on both the English and Math tests will receive TSI Exemptions as outlined in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.
d. SAT*: Students who achieve an Evidence-Based Reading and Writing minimum score of 480 and Mathematics minimum score of 530 will receive TSI Exemptions as outlined in Texas Administrative Code Title 19, Part 1, Chapter 4, Subchapter C, Rule §4.54.

* Valid for 5 years from date of testing

Notwithstanding the above listed exemptions, any new provisions and/or applicable regulations issued by the Texas Higher Education Coordinating Board and/or the Texas Education Agency will override and replace the terms of this Section 10.

11. Participating ISDs will implement the five-step protocol below, reflecting their commitment to supporting college readiness for all:

a) Data Exchange for ID Creation. ISDs will provide EPCC with the following data points which are required to create student identification numbers that are needed for administration of the TSIA:
   a. Student Name (First, Middle, Last)
   b. Student Date of Birth
   c. Student PEIMS Number
   d. Local ID Number
   e. Student Social Security Number
   f. Student Grade Classification
   g. Student Gender
   h. Student Race
   i. Student Ethnicity
   j. Student Mailing Address (Address, City, State, Zip Code)
   k. High School Name
   l. District Name

   All applicable security protocols must be followed to ensure compliance with applicable laws, rules, and regulations, including yet not limited to FERPA.

b) Pre-Assessment Module ("PAM"). Prior to the administration of the TSIA, an orientation will be provided to students to explain the exam's purpose, design, and importance, and to provide a list of resources for pre-test review. Prior to the initial TSIA, each ISD shall provide students access to the review contained in the PAM as required by the State of Texas. A PAM must be administered prior to any student taking the TSIA. A student will not be allowed to take the TSIA until they have completed this activity. Further, if a student takes the TSIA without completing the PAM beforehand, TSIA scores will not be valid. The ISDs will ensure that the student completes the PAM prior to taking the TSIA.

c) TSIA Testing. Students who have not placed into college-level course work based on alternate tests exemptions as defined in Section 10 above will be required to take the TSIA at a site designated by their ISD. If all three subjects are needed along with diagnostic tests the student should be prepared to spend a minimum of five (5) hours testing. This TSIA is the single assessment instrument as mandated by the State of Texas and is used by EPCC and UTEP for TSI and class placement. The TSIA is untimed. All appropriate State of Texas protocols related to the administration of accommodations must be followed.

d) Interpretation of TSIA Results. Each ISD's high school will provide students with a copy of their TSIA score report and an interpretation of their test scores.

e) Interventions. Each ISD's high school will provide information about available interventions for students whose TSIA scores indicate developmental placement in the areas of math, reading, and/or writing.

12. TSIA site. All Participants agree to abide by the rules and regulations established by the TSIA testing company including yet not limited to the following:

a. The Testing Offices at EPCC and UTEP will serve as the Institutional Administrators ("IA") for the TSIA test site. Each ISD's high school ("HS") will assign a Site Manager ("SM") for its site ("HS Site"). High school-specific data can be filtered out by the use of local background questions.

b. The HS SM will assign site reporting and proctor access to those who need it within the ISD's site as outlined in the TSI Coordinator's Manual. Those with HS site reporting access can only view test scores specific to their HS Site. They cannot view other HS test scores. Only those CRI designated personnel with Institution Reports access will have the ability to view all HS TSIA test scores.

c. The IA will have overall access to configure the basic standard set of approved background questions and test profiles. When entered at the IA level, these questions/profiles will be available at each HS Site. When test profile changes need to be made, they will be made at the IA level, and all subordinate sites will automatically have the benefit. For new Participants, the IA will provide site set up, certification, and training for the SM. Each HS SM is responsible for the purchase of test units from the College Board and for test security.

d. The IA will upload TSIA test data no later than two (2) weeks after the completion of each TSIA test administration. All Participants are responsible for ensuring that the TSIA test score upload is completed and confirming the integrity of the corresponding data. The uploaded TSIA test scores will be used for students seeking admittance and/or placement into courses at EPCC and/or UTEP.

13. Confidentiality. All Participants in these data-sharing activities will comply with FERPA and will maintain the confidentiality of any and all student data. The confidentiality requirements under this Section shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU.

14. Entire Agreement. This MOU contains the entire agreement between the Participants with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements related hereto.

15. Each of the persons signing this MOU on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

16. Assignment. None of the Participants under this MOU may assign his or her rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other signatories to this MOU.

17. Severability. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

18. Waiver. Waiver by any of the Participants of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

19. Information Security. The chief information security officer for each Participant may conduct an annual assessment of risk as it relates to the sharing of data outlined in this MOU. This MOU supersedes the need to secure signatures in every occurrence of data sharing with regard to college readiness, student success, early college high schools, and dual credit. Each ISD that so chooses may elect Region 19 as their proxy in the matter of this MOU and to act as the research entity for that ISD.

20. Modification and Amendments. This MOU may be amended or modified at any time by written agreement signed by the duly authorized representatives of each of the Participants. The Participants further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to the Participants are implemented which materially affect the intent of the provision of this MOU, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied to this MOU.

21. Term of this MOU. This MOU shall be in effect for any Participant commencing from the effective date established in their corresponding Addendum and ending on **August 31st , 2024**. Any Participants listed as a party to this MOU may terminate its participation by delivering written notice of its intent to terminate said participation to remaining Participants. However, termination by any Participants listed will have no force or effect on the rights and responsibilities as to the remaining Participants. Also, if applicable, upon signature of this

MOU, the Participants agree to close their existing independent TSIA test site within five (5) working days.

22. This MOU is not intended to alter, reallocate or waive any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. The Participants shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents acting within the course and scope of their employment. Each Participant agrees that it shall be responsible for its own officers, agents, and employees who are performing duties under this MOU, and neither shall be liable or responsible for the acts or omissions of the other Participant's officers, agents, or employees. EPCC and UTEP expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law.

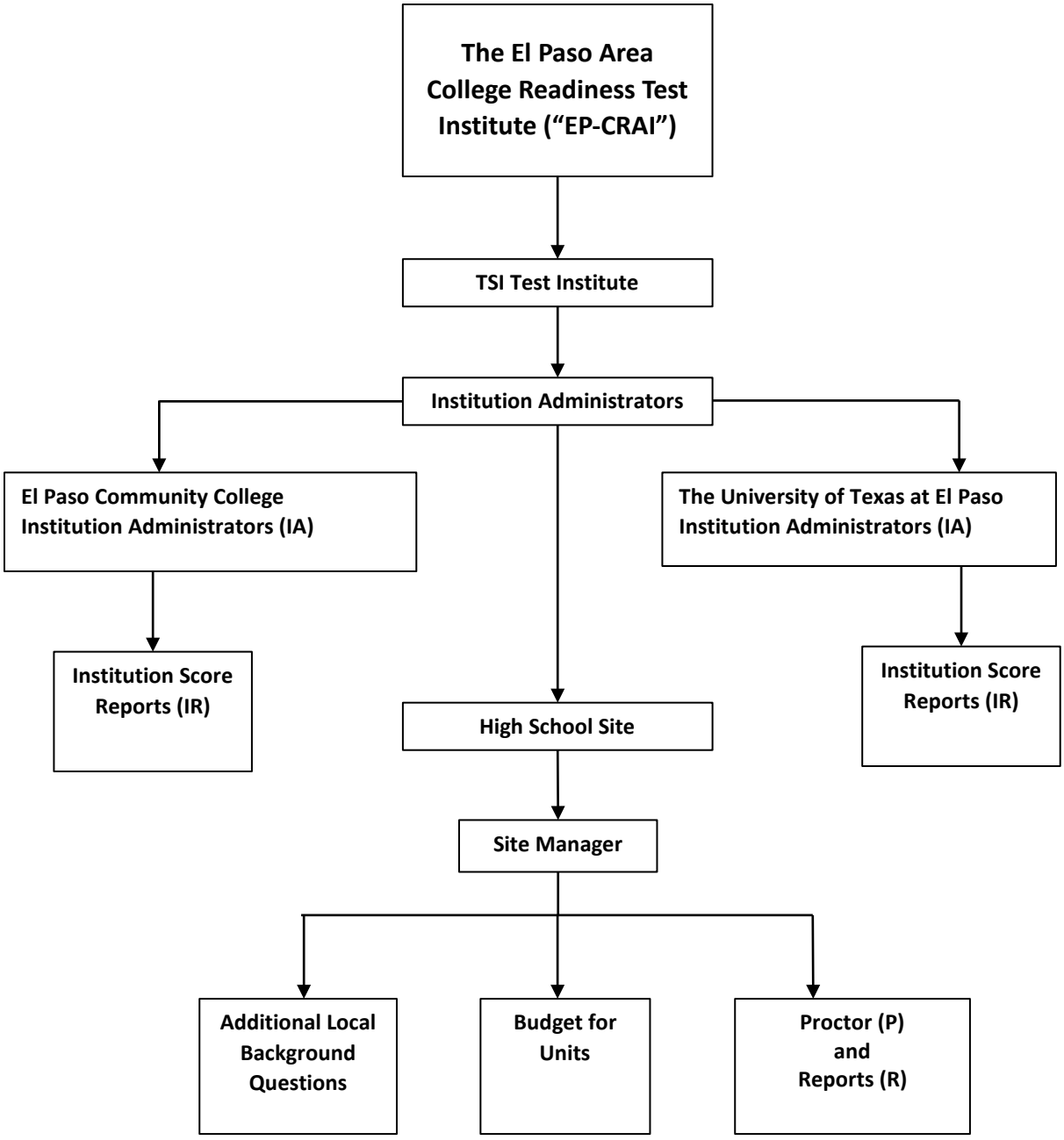
23. The dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by the Participants to attempt to resolve any claim for breach of contract made under this MOU that cannot be resolved in the ordinary course of business.

24. By signing below and/or their corresponding Addendum, the Participants agree to the terms of this MOU.

25. This MOU is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.

THE UNIVERSITY OF TEXAS AT EL PASO	EL PASO COMMUNITY COLLEGE
04/12/2021	03/10/2021
Heather Wilson, PhD	William Serrata, PhD
President	President

Attachment A: Organizational Chart



TSI Levels of Access: IA –Access to all sites; IR –Reporting only access to all sites; SM –Full access to HS site only; R –Report access for designated site only; P –Test administration for site only.

ADDENDUM 1.

By signing below, the **El Paso Independent School District** agrees to be a Participant under the terms and conditions of the Second Memorandum of Understanding for the El Paso College Readines Initiative as established therein as of the effective date below:

Effective Date:_____

Signature:_____

Name:_____

Title: Superintendent

ADDENDUM 2.

By signing below, the **Ysleta Independent School District** agrees to be a Participant under the terms and conditions of the Second Memorandum of Understanding for the El Paso College Readines Initiative as established therein as of the effective date below:

Effective Date: 04/20/2021

Signature: 

Name: Dr. Xavier De La Torre

Title: Superintendent

ADDENDUM 3.

By signing below, the **Socorro Independent School District** agrees to be a Participant under the terms and conditions of the Second Memorandum of Understanding for the El Paso College Readines Initiative as established therein as of the effective date below:

Effective Date:_____

Signature:_____

Name:_____

Title: Superintendent

ADDENDUM 4.

By signing below, the **Canutillo Independent School District** agrees to be a Participant under the terms and conditions of the Second Memorandum of Understanding for the El Paso College Readines Initiative as established therein as of the effective date below:

Effective Date:_____

Signature:_____

Name:_____

Title: Superintendent

Board of Trustees

Meeting Date: 8/24/2021

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Interlocal Agreement Between the University of Texas at Austin and Canutillo ISD
Approval of Interlocal Agreement Between University of Texas at Austin and Canutillo ISD for OnRamps Program 2021-2022

Justification Statement: The Interlocal Agreement with an Effective Date of June 1, 2021 is entered on the Effective Date by Canutillo ISD (CISD) and the University of Texas at Austin, on behalf of its Office of Strategy and Policy (UT Austin), collectively referred to as the Parties.

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Jesica Arellano 08/10/2021

Signature of Requester(s)

Jesica Arellano

Signature of Presenter(s)

Elizabeth B. Sida 8/10/2021

Business Services Approval (Initials) *Date*

Agenda Summary:

The Texas Interlocal Cooperation Act, Government Code, §791.001, et seq, allows local governments and institutions of higher learning to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an "interlocal contract" within the meaning of and as authorized by the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide "governmental functions or services," as therein defined. Each party it represents has authority to enter into the Agreement and does so by action of its governing body. To the extent any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.
Consideration: Each year of the Agreement, CISD will pay UT Austin the cost per student and teacher training needed by CISD as set forth in section 4.2(H). CISD must also cover the cost of lodging, transportation, and teacher substitutes (fall and spring) during Professional Learning Institutes (PLI) to increase the number and diversity of students who engage in learning experiences aligned with the expectations of leading research universities. This course offers distance education and high school courses to provide access and training in all technology used as appropriate to the nature and objectives of courses, including the Canvas LMS, to every OnRamps student, teacher, and UT Austin faculty member to meet course expectations.

RECOMMENDATION: Administration recommends that the Board approve the Interlocal Agreement Between the University of Texas at Austin and Canutillo ISD for the OnRamps program for 2021-2022

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): $5,000 ($3,500 for Students, $1,500 for Teachers Professional Development)

ACCOUNT NO(S):
199.13.6499.00.003.11

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

REQUESTING DEPARTMENT:
Northwest Early College High School

CONSEQUENCES OF NON-APPROVAL:
Student(s) won't receive college credit. Teachers won't develop a training to become a robust yearlong professional learning and development experience, offered in-person and virtually, that supports meaningful outcomes for teachers to deepen their understanding of course content.

IMPLEMENTATION TIMELINE:
Upon execution by all affected parties; Canutillo ISD and University of Texas at Austin

ATTACHMENT(S): Interlocal Agreement between The University of Texas at Austin and Canutillo ISD

Executive Summary

TO: **Board of Trustees and Superintendent Galaviz**
FROM: **Ms. Jesica Arellano**
DATE: **August 9, 2021**
RE: **Approval of Interlocal Agreement Between University of Texas at Austin and Canutillo ISD for OnRamps Program 2021-2022**

The following information is the interlocal Agreement with an Effective Date of June 1, 2021 is entered on the Effective Date by Canutillo ISD (CISD) and the University of Texas at Austin, on behalf of its Office of Strategy and policy (UT Austin), collectively referred to as the Parties.

Agenda Summary: Northwest Early College High School is implementing OnRamps, a partnered initiative with the University of Texas at Austin, where students have a different opportunity to take dual-enrollment courses. Our students will earn both high school and college credit by taking a college level course taught by Akins' teachers who have been trained by a UT professor in a specific course curriculum that is accommodated for high school students. Their mission targets at risk populations and many of their students are first generation college students much like our own. We will be joining the big three school districts in El Paso, Clint ISD, and Anthony ISD already utilizing this program. In addition, the successful completion of an OnRamps college course counts towards points in state accountability.

OnRamps Mission*: provides transformative learning experiences that meet college standards, incorporate innovative pedagogy, foster technology-enhanced education, and diffuse aligned college experiences.*

Classroom setting: The Northwest teacher leads the high school course AND a college instructor (approved by UT Austin's academic department), leads a distance college course during the same section. High school instructors that are delivering OnRamps instruction are provided the opportunity to connect with OnRamps Course Staff via the Virtual Coaching platform, Sibme. This allows for our instructor to establish a coaching connection for just-in-time support around course content, pedagogy and management of the course. Students require a one to one device to complete OnRamps courses which feature online curriculum delivered through Canvas Learning Management System (LMS). Only two sections are allowed for each subject taught with a class size of no more than 25 (pre-COVID). Available OnRamps courses include – Chemistry I, II, Statistics, Physics, I, II, Pre-Calculus, Algebra, Computer Science, Biology, Geo Science, History, ELA

Cost:
Teacher first year summer training: $1250
Returning teacher summer training: $850
Student course enrollment: $149 per student, $99 (free/reduced lunch)-includes books

Benefits:
The cost is equal to or less expensive than what we pay now for our college textbooks.
At the end of the course, the students get to choose if they want to keep their current grade for the college course or not. For example, if I took Chemistry and earn a "C", then I can decide if I want to keep that grade for both high school and college or just high school. 25 of 29 students this year were successful in obtaining the college credit.

Street Address:
7965 Artcraft Rd.
El Paso, TX 79932
Mailing Address:
P.O. Box 100
Canutillo, TX 79835
P: (915) 877-7475
F: (915) 877-7523
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.

Interlocal Agreement
Between
The University of Texas at Austin
and
Canutillo ISD

FOR THE 2021-2022 ONRAMPS PROGRAM

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2021 is entered on the Effective Date by Canutillo ISD (CISD) and the University of Texas at Austin, on behalf of its Office of Strategy and Policy (UT Austin), collectively referred to as the Parties.

Contracting Parties:

Receiving Party (CISD)
Canutillo ISD
6701 S Desert Blvd
El Paso, TX 79932

Performing Party UT Austin
The University of Texas at Austin
110 Inner Campus Drive, Suite 102
Austin, TX 78712

WHEREAS, UT Austin and CISD are collaborating to offer eligible high school students the opportunity to enroll in college courses while attending high school and receive simultaneous academic credits from UT Austin and their CISD high school.

WHEREAS, eligible students will be able to participate in a dual enrollment, distance education program called OnRamps.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

1. **Interlocal**
   The Texas Interlocal Cooperation Act, Government Code, §791.001, *et seq.* allows local governments and institutions of higher learning to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an "interlocal contract" within the meaning of and as authorized by the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide "governmental functions or services," as therein defined. Each party represents it has authority to enter into the Agreement and does so by action of its governing body. To the extend any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

2. **Nature of OnRamps**

UT Austin and CISD enter into this Agreement to implement OnRamps by offering distance college courses through a dual-enrollment model, as well as high school teacher training and professional learning. OnRamps offers high school students the opportunity to earn high school credits from CISD and college credits from UT Austin through a distance education course.

CISD and UT Austin will share the responsibility to implement the OnRamps program. By entering into this Agreement for the delivery of distance college courses, CISD becomes an active participant in ensuring the effectiveness and quality of the implementation of OnRamps at CISD.

3. Consideration

Each year of the Agreement, CISD will pay UT Austin the cost per student and teacher training needed by CISD as set forth in section 4.2(H) below. CISD must also cover the cost of lodging, transportation, and teacher substitutes (fall and spring) during Professional Learning Institutes (PLI).

Funds paid by CISD to UT Austin cover the student enrollment fee, teacher professional learning fee, and lodging expenses for high school teachers participating in Summer PLI. Payment in full is due and payable to UT Austin within thirty (30) calendar days from receipt of an undisputed invoice in accordance with Chapter 2251 of the Texas Government Code (Texas Prompt Payment Act). All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

University of Texas at Austin
Office of Strategy and Policy
2616 Wichita Street, STOP A7300
Austin, TX 78712

4. Scope of Work and Responsibilities

Responsibilities to implement OnRamps distance college courses will be shared by CISD and UT Austin. CISD is an active participant in ensuring the effectiveness and quality of OnRamps implementation at its facilities. The Parties agree to provide the following, collectively referred to as the "Services."

4.1 Responsibilities of UT Austin

Enrollment and Records

A. Register high school students for OnRamps courses (as listed in Exhibit A fully incorporated by this reference) through the OnRamps student information system (OnRamps Portal). In order to officially enroll in OnRamps distance college courses, students must acquire an official, permanent university electronic identification (UT EID) via the UT Austin web site. Once a UT EID is acquired, students use their UT EID and password to access the secure OnRamps Portal, complete a required student profile, affirm agreement with OnRamps policies, and register for course(s).

B. Maintain, as part of routine educational effectiveness evaluation at UT Austin, OnRamps student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administering, implementing, and improving the program and providing official reporting to UT Austin and CISD. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement between Parties, attached and incorporated herein.
C. Record grades for students who are eligible, successfully complete, and accept college credit for the distance college course with the UT Austin Registrar. A student may request an official copy of their transcript from the Registrar at the end of the spring term, in accordance with the UT Austin Registrar request procedures and fees.
D. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.
E. Information received and stored by OnRamps regarding students enrolled at UT Austin is confidential and protected consistent with the Family Educational Rights and Privacy Act (FERPA).

Curriculum and Instruction

F. Provide UT Austin faculty and academic staff to develop and define college-level course materials and curriculum and assume primary responsibility for oversight of distance college courses, ensuring rigor and quality. UT Austin faculty are provided 1:1 professional development and support to learn how to deliver OnRamps courses through distance education. UT Austin staff provide frequent feedback to UT Austin faculty and academic course staff on implementation and provide support for any needed enhancements or improvements.
G. Offer distance education and high school courses that:
    a. Provide in-depth college readiness experiences for all students, regardless of whether they earn credit from UT Austin.
    b. Provide clear and transparent expectations for postsecondary success in Texas.
    c. Provide an authentic entry point to university-level learning experiences that expose students to postsecondary versus high school performance expectations.
    d. Provide opportunity for students to take responsibility for their own learning.
    e. Deliver instructional materials via distance education. All course-related materials will be available from the course website, the Canvas Learning Management System (Canvas LMS), and/or the UT Austin OnRamps academic course staff unless otherwise specified.
    f. Prominently feature the four pillars of OnRamps: College Standards, Innovative Pedagogy, Technology Enhanced Education, and Aligned College Experiences.
    g. Provide access and training in all technology used as appropriate to the nature and objectives of courses, including the Canvas LMS, to every OnRamps student, teacher, and UT Austin faculty member to meet course expectations.
H. Administer OnRamps distance college courses via a dual-enrollment model. UT Austin faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by UT Austin Department Chairs and supported by Deans. All OnRamps students register for semester- or

year-long courses. The college enrollment process differs between the two course types.

a. Semester-long Course College Enrollment Process
    i. In order for students to gain access to the UT Libraries, all semester-long student enrollments are recorded at the beginning of the semester with the University in alignment with OnRamps and University processes.
    ii. Students must complete a series of required assignments and summative assessments designed, designated, and evaluated by UT Austin faculty and college Instructors or Record.
    iii. Students must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to earn college credit in the UT Austin distance college course.
    iv. Students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
    v. Students who accept college credit will have an official transcript showing the letter grade earned in the course.
b. Year-long Course College Enrollment Process
    i. Students must complete a series of required assignments and summative assessments designed, designated, and evaluated by UT Austin faculty and college Instructors of Record. Students must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to earn college credit in the UT Austin distance college course. A student who does not meet this eligibility requirement may be determined to be eligible if the student meets the Texas Success Initiative (TSI) requirements for that course. Grade-based eligibility criteria and TSI requirements are described in each college course syllabus.
    ii. Eligible student enrollments are recorded with the University in alignment with OnRamps and University processes.
    iii. Students must complete a series of additional required assignments and assessments designed, designated, and evaluated by UT Austin faculty and college Instructors of Record to determine successful completion of the distance college course.
    iv. Eligible students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
    v. Students who accept college credit will have an official transcript showing the letter grade earned in the course.

I. Before accepting credit for an OnRamps course, students are advised to check with their planned collegiate program, even if intending to attend UT Austin, to determine exact course credit applicability and transferability. Most OnRamps distance college courses are part of the Texas Core Curriculum at UT Austin and credits earned for a letter grade of C- or above are guaranteed to transfer to any state public higher education institution in Texas. Refer to Exhibit A for detailed course information, including Core Curriculum designations and TCCNs.

J. Provide technology and support services necessary for successful implementation, teaching, and learning in OnRamps courses:

a. Maintain servers operated by or hosted on UT Austin's web-based Canvas LMS.
b. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty using the curriculum.
c. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
d. Provide online and phone-based technical support for OnRamps teachers and students engaging in the curriculum when that support is not provided through Canvas LMS.
e. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants available to students for writing consultation related to distance college course writing assignments.
f. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
g. Provide technological resources and infrastructure to support implementation of OnRamps distance college courses for the district, campuses, high school teachers, and students.

Professional Development and Support

K. Deliver professional learning to participating CISD teachers who teach the OnRamps course.
   a. A Summer PLI for participating CISD teachers will be delivered by UT Austin using distance education and virtual learning technologies. Each course offered through OnRamps has an associated Summer PLI. UT Austin is responsible for the following at Summer PLI:
      i. Scheduling the necessary facilities to conduct PLI.
      ii. Facilitating lodging, parking, and food for participants.
      iii. Conducting Summer PLI.
      iv. Crediting participating CISD teachers with continuing professional education hours (approximately 80 hours for new teachers and approximately 50 hours for returning teachers over the course of a full academic year).
   b. Academic year PLIs: One-day PLIs for, new and returning, participating CISD teachers, will be held at UT Austin or designated regional sites, or delivered virtually for specified courses during the fall and spring semesters. CISD teachers are **required** to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.

L. Provide one or more Course Staff. UT Austin will hire and assign a qualified course coordinator for each course. Approved by UT Austin faculty within the sponsoring UT Department (e.g. Computer Science, Mathematics, etc.), the coordinator will serve as a content expert and liaison for the CISD high school teacher.

M. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to CISD and its administration

(Superintendent, Director of Advanced Academics, Campus Administration, Counselors, etc.).

a. The goals of professional learning and development opportunities specific to administrative and counselor roles and functions are to inform, collaborate, and advise on key elements that prepare students for transition to postsecondary. These events provide space and time for administrators, counselors, and OnRamps to gather and collectively share issues, needs, concerns, solutions, and plans to support student post-secondary success.
b. Deliver in-person or virtual presentations and/or workshops to CISD and its staff regarding OnRamps program overview, implementation, and strategies for success.
c. Deliver in-person or virtual presentations and/or workshops to the CISD community regarding OnRamps overview, implementation, and motivation/support for their child/student.
d. Provide a link for CISD to request and/or schedule in-person or on-line presentations. CISD is allotted one OnRamps presentation per campus in an academic year. Presentation requests must be made at least one week in advance. Requests are not guaranteed and will be scheduled based on availability of the OnRamps outreach team.

N. The UT Austin course staff will:
   a. Conduct or co-conduct the Summer and one-day PLIs.
   b. Assist CISD with OnRamps implementation by providing the necessary training to CISD high school teacher(s) before and during implementation.
   c. Provide on-going, one-on-one feedback and guidance to the high school teacher.
   d. Provide virtual coaching using OnRamps-approved online coaching medium for each OnRamps high school teacher to support their course implementation and enhance their professional practice.
   e. Provide pedagogical and technology expertise and training in the discipline to UT Austin Faculty Leads and Instructors of Record overseeing distance college courses.
   f. Assist UT Austin faculty and Instructors of Record to maintain the course for CISD students, including electronic distribution of lectures, homework assignments, quizzes, projects, and exams to participating teachers and provide ongoing support with implementing the curriculum.

Institutional Effectiveness

O. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as CISD high school teachers and administration. To ensure OnRamps is implemented and facilitated with quality and fidelity, OnRamps staff will provide updates at the end of the fall and spring semesters and, as needed, throughout the year regarding the status of OnRamps implementation, based on communication with the OnRamps CISD high school teacher(s) and classroom observations.
   a. OnRamps staff will alert CISD administration of any serious concerns regarding CISD or campus implementation of the OnRamps course pertaining to quality and fidelity. If CISD implementation of the OnRamps course is deemed

unsatisfactory, UT Austin reserves the right to deny the opportunity to offer the OnRamps course in the future or to require a replacement high school teacher.

b. OnRamps staff will alert CISD administration of any concerns regarding high school teachers' ongoing ability or willingness to implement the course with quality and fidelity.
c. A UT Austin OnRamps CISD high school teacher deemed by UT Austin to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with UT Austin expectations and be given coaching and support through the course staff, OnRamps PLIs, virtual coaching, and ongoing communication. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or without improvement, OnRamps will notify CISD who will use its best efforts to identify an alternate high school teacher, and CISD will work with UT Austin to continue the course through the alternate high school teacher. OnRamps reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.
d. Should UT Austin deem an OnRamps CISD high school teacher as not compatible with or not in the best interest of the program, OnRamps will notify CISD who will work with UT Austin to continue the course through an alternate teacher.
e. Any person performing Services under this Agreement on behalf of UT Austin must be actively employed or eligible for employment by UT Austin and may not be on administrative or medical leave. UT Austin must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If UT Austin becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, that party's contact, who oversees the OnRamps program, must inform their OnRamps contact with the other party within 24 business hours.

P. Appoint CISD high school teachers as UT Austin OnRamps Affiliates. As an OnRamps Affiliate, CISD high school teachers are eligible to receive university ID cards, library access, Wi-Fi access on the UT Austin campus, opportunity to obtain a UT Austin email address, and other benefits. Once an OnRamps CISD high school teacher is deemed not compatible with or in the best interest of the program, they cannot serve as an OnRamps high school teacher and cannot be affiliated with UT Austin.
Q. Initiate and administer the process of sponsoring College and Departmental approval to assign qualified UT Austin faculty who assume primary responsibility for and exercise oversight of the OnRamps program/process.

Student Services

R. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
S. Provide online and phone-based technical support for OnRamps teachers and students using the curriculum when that support is not provided through Canvas LMS.

T. Provide information in the OnRamps Portal or through email notifications related to distance college course enrollment activities, including registration, eligibility, credit type selection, credit status, and official transcript requests.
U. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants for writing consultation with student distance college course writing assignments.
V. Protect students' education records in accordance with FERPA policies.
W. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
X. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.

Extended Student Absences [subject to CISD policies]

Y. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the CISD point of contact, campus principal and/or the high school teacher of the campus must notify the Associate Director for Enrollment Management. Information needs to include the length of the placement to determine if the student will continue in the OnRamps course in which enrolled. If the alternative placement is longer than seven (7) school days, then the following will need to be done:
    a. The administrator, OnRamps CISD high school teacher and OnRamps course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If determined the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course.
        i. If this occurs prior to the identified course census date, then the District/Charter will not be invoiced for this student.
        ii. If the student is enrolled in a year-long OnRamps course, the student will be dropped from the OnRamps course, the Canvas LMS system, and a schedule change will be made for the student's high school schedule. If the student is enrolled in History or Rhetoric, the student will be dropped from the course for the semester in which the student is taking the course (fall or spring). If the student is taking History or Rhetoric in the fall, the student will have the opportunity to enroll in History or Rhetoric in the spring, if the student returns to the home campus in time for registration at the beginning of spring instruction.
Z. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident, or other circumstance, the CISD point of contact, campus principal and/or the high school instructor must notify the Associate Director of Enrollment Management immediately. Information needs to include the length of time the student is expected to be gone and whether the student will continue in the OnRamps course in which enrolled.

4.2 Responsibilities of CISD [subject to CISD policies and applicable law]

A. Implement one or more OnRamps courses.

a. Assign an CISD contact responsible for overseeing implementation of OnRamps high school course(s) and participating in meetings designated for CISD administration with OnRamps staff.
    i. This CISD contact will provide up-to-date contact information for CISD and its campus administration. In the event there is a change in administration at CISD or at its campuses, the CISD contact will communicate those changes to their OnRamps Point-of-Contact.
b. Assign 1-2 campus administrators to attend the OnRamps train-the-trainer session(s) held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
    i. Should CISD request an OnRamps presentation, CISD is responsible for organizing the event to include reserving appropriate meeting space, creating an agenda, and providing the technology/equipment needed for the presentation's format (screen, projector, microphone, etc).
c. Follow OnRamps recommendations for effective implementation:
    i. OnRamps courses do not replace Advanced Placement (AP) curriculum or prepare students for AP exams. Unless otherwise stated, OnRamps courses and AP courses should be taught as separate sections with separate CISD high school teachers. In the case of RHE 306 and RHE 309K, see subsection iii(1) below.
    ii. As overseen by UT Austin faculty and based on the rigor of the course for students, OnRamps firmly recommends weighting of 1.0 for the high school version of the course or weighting similar to that of AP. Not weighting OnRamps courses the same as AP courses may be detrimental to students' college application processes.
    iii. In the case of Introduction to Rhetoric: Reading, Writing and Research and Reading and Writing the Rhetoric of American Identity, the UT Austin Department of Rhetoric and Writing:
        1. Prohibits the OnRamps course from being offered as an AP English course.
        2. Requires a cap of 25 students per section with a limit of two (2) sections per teacher for a maximum of 50 students. Alternately, a teacher may have a maximum of 60 students distributed in three or more sections.

B. Recruit high school teacher(s) with appropriate qualifications to teach the OnRamps course(s), all consistent with CISD policies.
    a. Minimum requirements for OnRamps new CISD high school teachers include:
        i. Bachelor's degree in the discipline or a related field.
        ii. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for pre-calculus).
        iii. Completed annual OnRamps teacher application.
        iv. Successful completion of required tasks before the start of Summer PLI, including, but not limited to, completion of the FERPA module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI. CISD high school teachers approved on a conditional basis may be required to complete additional tasks. Any high school teacher who does not complete the required pre-PLI

tasks may not be eligible to attend PLI. If CISD's high school teacher(s) does(do) not complete pre-PLI tasks before the start of the required Summer PLI, the decision to admit or deny such teacher and any accompanying conditions will be determined by the UT Austin Faculty Lead and Managing Director at their discretion.

v. Successful completion of Summer PLI. New OnRamps CISD high school teachers must participate in the entire Summer PLI and complete all assigned work, both pre- and during PLI.
    1. The CISD teacher assigned to the course **must** complete the New Instructor Summer PLI experience at least once, in its entirety, before implementing an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are required to attend the Returning Instructor Summer PLI for each subsequent year they implement that course, inclusive of OnRamps Summit. If a teacher is assigned to implement a new OnRamps course in addition to their current OnRamps course, the instructor must complete the New Instructor Summer PLI for the new course.
    2. In the event of an emergency about which OnRamps staff and the teacher's principal are notified, a teacher may arrange to make up as much as 20% of Summer PLI and still be eligible to teach the OnRamps course. OnRamps CISD high school teachers who miss more than 20% of Summer PLI, regardless of the reason, will be on probationary status and their approval to serve as an OnRamps high school teacher will be evaluated on a case-by-case basis. See section D below for additional information.
vi. Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
    1. Completion of the minimum number of virtual coaching uploads over the course of the academic year is required.
vii. Attendance at the Fall and Spring PLIs.
    1. CISD teachers are **required** to participate in and fully complete both PLIs during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI constitutes one eight-hour day.
viii. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
ix. Adhere to guidelines regarding OnRamps course content intellectual property. CISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
x. Deliver OnRamps instructional materials through the OnRamps instance of Canvas LMS.

b. Minimum requirements for OnRamps returning CISD teachers include:

i. Successful implementation of OnRamps course during the previous academic year according to requirements under section D below.
ii. Completed annual OnRamps teacher application.
iii. Successful completion of required tasks before the start of the academic year including, but not limited to, completion of the OnRamps FERPA online training module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI.
iv. Completion of required tasks before the start of Summer PLI.
v. Successful participation in and completion of all required activities in Summer PLI.
vi. Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
vii. Attendance at the Fall and Spring PLIs.
    1. CISD teachers are **required** to participate in and fully complete both PLIs during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI constitutes one eight-hour day.
viii. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
ix. Complete the minimum number of virtual coaching uploads over the course of the academic year.
x. Adhere to guidelines regarding OnRamps course content intellectual property. CISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
xi. Delivery OnRamps instructional materials through the OnRamps instance of Canvas LMS.

C. Ensure OnRamps CISD high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
    a. Provide access to the OnRamps Portal and Canvas LMS. Participating CISD campuses will work with the OnRamps support team to ensure their campus and students can fully access the OnRamps Portal and Canvas LMS.
    b. Provide access to computer and internet, as specified by UT Austin, and adhere to requirements outlined in the OnRamps Technology Manual, once latest copy is provided to CISD.
    c. Ensure that students in the OnRamps distance college course have daily, scheduled access to technology that meets the specifications defined by OnRamps. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the internet to view materials and complete and submit assignments, quizzes, tests, and exams, and the following technology for specific course implementation (as applicable).
    d. Graphing calculators.
    e. Audio/visual projection and/or whiteboard.

f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments.
g. For Biology, Geoscience, Physics and Chemistry, required lab materials.
h. The Chemistry course(s) must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.

D. Ensure OnRamps CISD high school teachers implement the program with fidelity, including the following:
   a. Administer and facilitate OnRamps-required assignments and assessments without alteration through the OnRamps instance of Canvas LMS.
   b. Have students create a UT EID and register for OnRamps via the OnRamps Portal. **No** student may enroll in an OnRamps course six weeks after the start of the CISD school year, unless approved by OnRamps. If a student wishes to enroll in an OnRamps course after the six-week window, the UT Austin Instructor of Record will determine whether there is sufficient opportunity for the student to be eligible to earn college credit. If there is sufficient opportunity for the student to be eligible to earn college credit, the student will be enrolled in the distance college course. If there is not sufficient opportunity for the student to be eligible to earn college credit, the student will be enrolled in the course for high school credit only.
   c. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff.
   d. Participate in professional learning, including Summer PLI, one-day workshops, monthly video conferences or virtual learning modules, Sibme virtual coaching, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the one-day workshops, CISD agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops.
   e. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
   f. Notify course staff of CISD high school teacher absences that exceed three consecutive class days.

E. Recruit and approve students to participate in the OnRamps courses.

F. Ensure students enrolled in the OnRamps program meet the minimum academic requirements for each course as shown in Exhibit A.

G. Ensure students complete the OnRamps registration process within the first two weeks of school. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian shall acknowledge and consent the student is enrolling in a college course with the opportunity to earn college credit.
   a. Only students who have demonstrated the ability to successfully complete college-level work may attempt the UT Austin distance college course. Eligibility for the distance college course is determined by successful

completion of a series of required assignments designated and evaluated by the UT Austin Instructor of Record and course staff. A student must earn an average passing grade of D- or above on all required college assignments, or have met TSI eligibility as defined by UT Austin to be eligible for the opportunity to be dually enrolled in a UT Austin distance college course.

H. Pay the annual program fee for access to the OnRamps curriculum, materials, technology tools, credit evaluation, and credit issuance.
   a. Cost of Materials and Services:
      i. If joining the OnRamps program on or after the Effective Date, the cost of the OnRamps course materials, technical support and course implementation support, excluding Summer PLI and academic year workshops, outlined in this Agreement for CISD, will be defined on a per-student, per-course basis. Program costs will be evaluated and adjusted annually. The CISD annual program fees for each student enrolled in an OnRamps course for the 2021-2022 academic year are $149, or $99 for students identified free and reduced lunch, per student and per course.
      CISD is paying a subsidized rate. During the 2021-2022 school year the fee of $249 or $199 per student and per course enrolled in an OnRamps course is subsidized to $149 or $99. The remaining fee is being covered by OnRamps and applicable pending 87th legislative appropriation.
   b. Timing of payment: The OnRamps program fee is assessed for each student registered in each OnRamps course on the designated course census date. Within the self-registration window at the beginning of each course, students may decide to drop out of an individual course OnRamps program. This means the student is no longer enrolled in the OnRamps program, even for the opportunity to earn high school credit, and is placed in a non-OnRamps course. The OnRamps team will run a census report on the identified census date of the year-long and fall semester courses and again on the identified census date in spring for spring semester courses and invoice the District based on enrollment at that time. Refunds will not be given at the end of a course if a student is not eligible for the opportunity to earn college credit in the course. The program fee covers access to course materials, technology tools, and credit eligibility evaluation. For our year-long courses, a student not eligible to earn college credit may continue to be enrolled in the OnRamps course during the spring semester for the opportunity to earn high school credit. During the spring semester, UT Austin will continue to deliver the course materials and technology tools. OnRamps will send an invoice to CISD in the spring semester that itemizes the annual OnRamps program fee for each student enrollment per course. CISD is responsible for paying within 30 days of receipt of the invoice. If the invoice is not paid prior to the start of the next academic year, then the District is not allowed to participate in the program until they are in good standing. Pending 87th legislature appropriation, there will be no exchange of money between UT Austin and the District for the program credit. The Texas Education Agency will directly reimburse UT Austin for the partial annual per student, per course cost.
   c. Cost of Professional Learning

i. The cost of the OnRamps Summer and academic year PLIs will be assessed on a per-teacher basis. Professional development costs are evaluated and adjusted annually:
    1. $850 for new teachers
    2. $550 for returning teachers
ii. CISD will be sent an invoice that itemizes the annual professional learning fees for each participating teacher of Summer PLI.
    1. The District is responsible for paying within 30 days of receipt of an undisputed invoice.
    2. If payment is not received within 30 days then District will pay interest in accordance with the Texas Prompt Payment Act.
    3. OnRamps strongly recommends CISD provide a daily stipend to teachers participating in required PLIs.

I. Any person performing Services under this Agreement on behalf of CISD must be actively employed or eligible for employment by CISD and may not be on administrative leave. CISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If CISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, that party's contact, who oversees the OnRamps program, must inform their OnRamps contact with the other party within 24 business hours.

5. Summer PLI Teacher Registration and Attendance

A. CISD high school teachers are required to register for Summer PLI **two weeks prior** to the start of Summer PLI.

B. Cancelation policy: All high school teachers must cancel their registration one week prior to PLI or will be subject to pay 100% of fees for room/board and meals for which those charges apply. CISD will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting.

C. If a high school teacher registers for Summer PLI and is unable to attend, the teacher needs to communicate this change to the OnRamps Professional Learning coordinator one week prior to the start of Summer PLI. If the teacher does not take the necessary steps to communicate the attendance change, CISD will be:
    a. Charged the full fee based on whether they are new or returning, for Summer PLI.

D. If a high school teacher registers for Summer PLI and leaves prior to the end of PLI, fees will be assessed on a case-by-case basis.

E. If a high school teacher attends Summer PLI, and the course for which the teacher is trained is not offered for the school year, CISD will be:
    a. Charged the full fee based on whether they are new or returning, for Summer PLI.
    b. All materials provided to CISD for the course will need to be returned to OnRamps within 30 days or CISD will be responsible for fees associated with such course materials.

6. Educational Records and Data Sharing

A. CISD and OnRamps create, maintain, and manage their own educational records for students and teachers. OnRamps maintains all educational records created as a result of

the OnRamps program according to FERPA, as well as applicable CISD policies, UT Austin policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400, and any applicable law. In order to provide the OnRamps program and related services to CISD and for CISD's accountability reporting purposes, OnRamps requires specific student information from CISD. All such records are provided the same security as those outlined in this section 6.C, section 7, and the Data Sharing Agreement, and will not be sold or shared with external sources except as allowed by law. See Exhibit B Data Sharing Agreement which sets terms and conditions for the exchange by the Parties of data needed to support the OnRamps program.

B. Following UT Austin's Institutional Review Board standards and policy, OnRamps may obtain and maintain data and/or feedback about student and teacher experiences with the program for the purpose of understanding outcomes and program improvements.

C. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and CISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to facilitate early intervention and support student success; 3) pertaining to whether college credit is earned, accepted, and/or declined; 4) to facilitate accurate recordkeeping; 5) to address academic integrity issues; and 6) for use in UT Austin outreach and recruitment. If either party obtains access to CISD and/or UT Austin records or record systems protected under FERPA, each party agrees to strictly adhere to the provisions of FERPA and its regulations. While in possession of FERPA records and data, only persons authorized to access the student data related to the OnRamps program will be granted access as required by FERPA.

7. Governmental Function, Immunity, Record Protection, and Criminal History

The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, Parties are performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign/governmental immunity of similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on CISD or UT Austin not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.

Each party agrees that if it received information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Government Code 552.001 et seq.). While in possession of FERPA records and data, only persons authorized to access the student data of the OnRamps program will be granted access as required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

UT Austin 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, CISD Board Policies and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs Services under this Agreement.

8. Indemnity

The Parties expressly agree that, except as provided herein, no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

9. Term and Termination

This Agreement is effective on June 1, 2021, no matter the date fully executed by both Parties and covers a period beginning June 1, 2021 and ending August 31, 2022.

Either party may, without penalty, terminate this Agreement at the end of any budget period of such party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.

Either party may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the other party. CISD agrees any amounts owed for satisfactory Services rendered through the termination date and properly invoiced will be promptly paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code.

10. Ownership of Intellectual Property

UT Austin and the OnRamps program shall own all intellectual property rights in or relating to OnRamps. Intellectual property rights means any rights or titles to inventions, discoveries, concepts, methods, processes, data, trade secrets, branding, trademarks, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, or mask works, whether or not patentable, copyrightable, eligible for registration as a trademark, or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.

11. Contractual Relationship

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the Parties. Each party retains the right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

12. Disputes

If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.

13. Notice to Parties

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extend 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 1) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or 2) if delivered by hand, overnight courier, facsimile (to the extend a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

CISD at:
Canutillo ISD
6701 S Desert Blvd
El Paso, TX 79932

UT Austin at:
Darrell Bazzell, Senior Vice President and Chief Financial Officer
101 Inner Campus Dr, Ste 102
Austin, TX 78712

With a copy to:
Office of Strategy and Policy
2616 Wichita St.
Austin, TX 78712
Email: sp.contracts@austin.utexas.edu

or such other address as later provided by a party through written notice to the other party.

14. Venue; Governing Law

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.

15. Mutual Negotiation

This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.

16. Entire Agreement

This Agreement and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior

El Paso Community College

Vehicle Registration Form

(For office use only)

DATE RECEIVED:	
DATE ENTERED:	
DATE ISSUED:	
DATE MAILED:	

...rilled out completely. Incomplete forms will not be processed.
...e appropriate box

Email to traffic.office@epcc.edu

STUDENT	☐ New Student ☐ Returning Student ☐ CE (Continuing Education) ☐ Workforce ☐ ECHS (Early College High School) ☐ Third-Party or an outside agency paid for my parking decal. ☐ Other _____
FACULTY/STAFF	■ Staff ☐ Faculty ☐ Administrator ■ ECHS (Early College High School) ☐ Employee of outside vendor, such as Olympus, GECU, etc. ☐ Other _____

Last Name	First Name	M.I.
EPCC ID No.	Driver License #	State
Email Address	DOB	

Mailing Address	City	State
Zip Code	Home Phone Number	Cell Phone Number

EPCC Employees Only

Department:	Extension#:	Supervisor's Name:

Vehicle Information

License Plate # or VIN # (if displaying a temporary license plate)		State	Make	Model
Year	Color	(FOR OFFICE USE ONLY)	Decal#	

License Plate # or VIN # (if displaying a temporary license plate)	State	Make	Model
Year	Color	(FOR OFFICE USE ONLY)	Decal#

NOTE: CE/Workforce students enrolled for 60-hours/6.0 CEUs or less are **not** required to purchase a decal. A free temporary pass will be issued. A copy of the Student Statement must be provided. E-mail form with any pertaining documents if applicable to traffic.office@epcc.ec

☐ I certify that the information provided on this form is correct to the best of my knowledge.

☐ I agree to abide by the parking and traffic regulations set forth by EPCC.

☐ I understand that I am liable for any fines or fees associated with the parking decal on the vehicle to which it is assigned.

☐ I understand that EPCC is in no way responsible for damage or theft to my vehicle while parked on College property.

☐ I understand that the parking decal must be affixed (using its adhesive and not taped) on windshield six (6) inches above the dashboard on the passenger side.

☐ I understand the vehicle registration fee is non-refundable.

Requestor's Signature: _____ Date: _____

El Paso County Community College District does not discriminate on the basis of race, color, national origin, religion, gender, age, disability, veteran status, sexual orientation, or gender identity.

agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.

17. Amendment and Assignment

Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement.

18. Survival

A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

19. Confidentiality Provision

Both Parties to this Agreement are required by law to adhere to the confidentiality of student information according to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99.

20. Cybersecurity Training Program

During the term and any renewal of this Agreement, each party shall comply with Texas Government Code Chapter 2054 concerning cybersecurity for state agencies and local government, and to the extent applicable verify compliance to the other party.

21. 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 Agreement (**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 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 Agreement and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Agreement.

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).

22. 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 Agreement 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.

23. State Auditor's Office

Contracting Parties understand acceptance of funds under this Agreement 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.

24. Severability

If any one or more of the provisions of this Agreement 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 Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

25. 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

Receiving Party Canutillo ISD	Performing Party The University of Texas at Austin
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A
OnRamps Courses

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
Foundation of Arts and Entertainment Technologies	AET 304	-	050	-	Graphic Design
Introduction to Biology I	BIO 311C	BIOL 1306	030	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Lab for Introduction to Biology I	BIO 206LA	BIOL 1106	-	Credit in TEKS-based Biology & TEKS-based Chemistry	-
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	CHEM 1311	030	Credit in Algebra I	-
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	CHEM 1111	-	Credit in Algebra I	-
College Chemistry: Principles of Chemistry II (Lecture)	CH 302	CHEM 1312	030	Credit in Chemistry	-
College Chemistry: Introduction to Chemical Practices II (Lab)	CH 104N	CHEM 1112	-	Credit in Chemistry	-
Thriving in Our Digital World	CS 302	-	093	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	-	030	Credit in Biology and Chemistry or IPC and Chemistry	-
United States, 1492-1865	HIS 315K	HIST 1301	060	Credit or concurrent enrollment in English II	-

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
United States Since 1865	HIS 315L	HIST 1302	060	Credit or concurrent enrollment in English II	-
College Algebra	M 301	MATH 1314	-	Credit in Algebra I	Credit in Geometry
Discovery Precalculus: A Creative and Connected Approach	M 305G	MATH 2312	020	Credit in Algebra II & Geometry	-
Mechanics, Heat, and Sound: General Physics Technical Course I	PHY 302K	PHYS 1301	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	PHYS 1101	-	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	PHYS 1302	030	Credit in TEKS-based Physics, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, PHYS 1301, or Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	ENGL 1301	010	Credit in English I & English II	-
Reading and Writing and Rhetoric of American Identity	RHE 309K	ENGL 1302	010	Credit in English I & English II	-
Elementary Statistical Methods	SDS 301	MATH 1342	020	Credit in Algebra I	Credit in Algebra II & Geometry
Quantum Computing	PHY 309L	PHYS 1307	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

Exhibit B
Data Sharing Agreement

DATA SHARING AGREEMENT
BY AND BETWEEN
Canutillo ISD
AND
OFFICE OF STRATEGY AND POLICY
AT THE UNIVERSITY OF TEXAS AT AUSTIN

Pursuant to this Data Sharing Agreement and underlying Interlocal, The Canutillo ISD ("CISD") agrees to provide individual student-level data to the Office of Strategy and Policy at The University of Texas at Austin (UT Austin) for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. CISD hereby appoints UT Austin as a legitimate educational official of CISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, UT Austin hereby appoints CISD as a legitimate educational official of UT Austin in accordance with FERPA. The Office of Strategy and Policy agrees to provide individual student-level data to CISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2022 unless terminated in writing by one or both Parties.

1. Data type and exchange timeline

CISD Designee for Student Data and Office of Strategy and Policy will coordinate data exchange for all OnRamps program participants for the 2021-2022 academic year, as follows:

Responsible Party	Time Period	Type of Data
Office of Strategy and Policy	August 2021 – July 2022	Throughout the academic year OnRamps will provide information about student enrollments, including course rosters, college course eligibility status, and final grades. Access to the portal will be limited to pre-identified campus and CISD personnel who must obtain a UT Electronic Identification and password in order to access the portal. The following enrollment and performance data is provided throughout the academic year, as information becomes available. • Course enrollments • Eligibility status • Eligibility letter grade • Final letter grade • Credit decision (credit accepted or declined) • University transcript grade

		• Student qualifying status for free/reduced lunch
CISD	December 2021 – February 2022	In order for OnRamps to identify students who qualify for the reduced course enrollment fee, OnRamps must obtain Student State IDs. Based on the Student State IDs, the Texas Education Agency (TEA) provides OnRamps with students' Economic Disadvantage Status. • TEA-assigned TX-UNIQUE-STUDENT-ID (StudentUnique ID)
CISD	May 2022 – July 2022	In order for OnRamps to engage in ongoing learning about student experiences, high school grades are exchanged. • High school grade in OnRamps course, semester 1 • High school grade in OnRamps course, semester 2 • High school grade in OnRamps course, cumulative

2. Data protection

All data will be exchanged using secure systems and in an encrypted, password protected electronic format by CISD and Office of Strategy and Policy.

Office of Strategy and Policy assures that in all reports, electronic or otherwise, derived from information made available under this Data Sharing Agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. Office of Strategy and Policy further assures that the data elements will not be released to a third party without written parental or student (as applicable) consent.

Any unauthorized disclosure of confidential student information is a violation of FERPA and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur.

While in possession of this data, both Parties shall permit access only to employees and contractors authorized to assist in the implementation or evaluation of OnRamps or other UT Austin program to have access to the data. Both Parties agree to store the data in an encrypted format, in a secure and locked area and to prevent unauthorized access.

All persons authorized to have access to the data have certified their understanding that they may be held individually liable for any and all criminal and civil penalties imposed for breach of confidentiality ("Access to Confidential Data").

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 8/24/2021

Subject/Title for Agenda Posting: Memo of Understanding between Region 19 HEAD START and Canutillo ISD.

Justification Statement: Review and Approval of Memo of Understanding between Region 19 HEAD START and Canutillo ISD.

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Dr. Debra Kerney

Signature of Requester(s)

Signature of Presenter(s)

Elizabeth B. Sida 8/9/2021

Business Services Approval (Initials) *Date*

Agenda Summary:

Canutillo ISD and Region 19 HEAD Start are continuing our relationship to provide services to offer full day instruction to our early childhood population. for year 2021-22. With this Memo of Understanding, Canutillo parents can be provided dual enrollment in Canutillo ISD Pre-K half-day program and Region 19's HEAD START half-day program. Thus our students are guaranteed a full-day educational opportunity.

This comprehensive school readiness early child development program is offered to families with young children in the areas of education, social services, health, and family involvement. This meaningful partnership promotes school readiness for children from low-income families to prepare them for elementary school and to address any potential "achievement gap".

We submit this Memo of Understanding for the Board of Trustees to review and approve. This MOU has been vetted through our district attorney.

RECOMMENDATION: Administration recommends that the Board approve the Memorandum of Understanding with Region 19 Head start Program

PRIOR BOARD ACTION: 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:

Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:

The District will not be able to participate in the program

IMPLEMENTATION TIMELINE:

Upon approval

ATTACHMENT(S): Region 19 HEAD START Memorandum of Understanding

A Memorandum of Understanding with Local Entity
Responsible for Managing Publicly Funded Preschool Programs
Canutillo ISD and ESC19 Head Start
2021-2022

I. Parties to the Agreement

A. Canutillo ISD and ESC19 Head Start

II. Purpose of Agreement

A. To improve availability and the quality of services for preschool children and their families within the El Paso and Hudspeth Counties.

B. To support children's optimal development and readiness for school entry and success

C. To address the unique strengths and needs of the local population, such as homeless, migrant, or non-English speaking families

D. To promote collaboration regarding shared use of transportation, facilities, and other resources, as appropriate

E. To promote further collaboration to reduce duplication and enhance efficiency of services

F. To define the roles and responsibilities of the named parties toward coordination and greater collaboration; enhance linkages and relationships; and exchange information on the provision of educational and non-educational services

G. Coordinate a comprehensive system of activities, policies, and procedures among the named parties which guide and support their delivery of services to children and their families

III. Program Descriptions

A. Head Start is a nation-wide Federal grant program funded by the U.S. Department of Health and Human Services. It is a comprehensive school readiness early child development program for families with young children in the areas of education, social services, health, and family involvement.

B. Head Start is mandated to assume a leadership role in the development of partnerships with community agencies and service providers. Each Head Start program must have a written agreement with the local Independent School Districts (ISD) or local education agency (LEA) to coordinate and collaborate to best meet the needs of children and their families.

C. Canutillo ISD is a premier district preparing tomorrow's best today with innovative, future-focused learning opportunities for every student.

IV. Authority

A. Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing publicly funded preschool programs in the service area of the Head Start agency is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007" (the "Act").

B. The Canutillo ISD is authorized by the Texas Education Agency to provide leadership, guidance and resources to help schools meet the educational needs of all students. Under the accountability provisions in Every Student Succeeds Act (ESSA, 2015), all public school campuses, school districts, and the state are evaluated for Adequate Yearly Progress (AYP).

V. Guiding Principles

A. Create and maintain a meaningful partnership to promote school readiness so that children from low-income families in Head Start programs, or who are preschool age, may receive comprehensive services to prepare them for elementary school and to address any potential "achievement gap"

B. Develop successful linkages within the context of ESSA , the Head Start Act (2007), and Texas and El Paso County legislation, policies, and procedures

C. Plan and implement strategies based on practice and research that have proven to support children's school success

D. Respect the uniqueness of each locality's needs and resources

E. Promote the involvement of members of the early care and education communities

F. Share commitment, cooperation, and collaboration for a coordinated service delivery system

VI. Joint Roles in System Review, Coordination, Collaboration, Alignment, and Implementation

A. Canutillo ISD and ESC19 Head Start will work together for the review, coordination, collaboration, alignment, and implementation of each of the following 10 activities, as mandated by the Act.

1. *Educational activities, curricular objectives, and instruction*
    a. 642(f) Implement a research-based early childhood curriculum that-
    (E) is aligned with the Head Start Child Outcomes Framework developed by the Secretary and, as appropriate by the Texas Pre-K Guidelines

    b. 642A(a)(3) Establish on-going communications between the ESC19 Head Start and Canutillo ISD for developing continuity of developmentally appropriate curricular objectives (which for the purpose of the Head Start program shall be aligned with the Head Start Child Outcomes Framework) and, as appropriate, by the Texas Pre-K Guidelines for shared expectations for children's learning and development as the children transition to school

2. *Public information dissemination and access to programs for families contacting the Head Start program or any of the preschool programs*
    a. 642(e)(1) Generate support and leverage the resources of the entire local community in order to improve school readiness

    b. 642A(a)(2) Establish ongoing channels of communication between Head Start staff and their counterparts in the schools (including teachers, social workers, local educational agency liaisons designated under section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11432(g)(1)(J)(ii)), and health staff) to facilitate coordination of programs

3. *Selection priorities for eligible children to be served by programs*
    a. 642A(a)(13) Develop and implement a system to increase program participation of underserved populations of eligible children

    b. 642(f)(10) Develop procedures for identifying children who are limited English proficient, and informing the parents of such children about the instructional services used to help children make progress towards acquiring the knowledge and skills described in section 641A(a)(1)(B) and acquisition of the English language

c. 641A(c)(2)(E) Share information on the innovative and effective efforts of the Head Start program to collaborate with the entities providing early childhood and development services or programs in the community and any barriers to such collaboration that the program encounters

d. 641(d)(2)(H) plans to coordinate and collaborate with other public or private entities providing early childhood education and development programs and services for young children in the community involved, including-

(i) Programs implementing grant agreements under the Early Reading First and Even Start programs under subparts 2 and 3 of part B of title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6371 et seq., 6381 et seq.)

(ii) Other preschool programs under title I of that Act (20 U.S.C. 6301 et seq.)

(iii) Programs under section 619 and part C of the Individuals with Disabilities Education Act (20 U.S.C. 1419, 1431 et seq.)

(iv) State pre-kindergarten programs

(v) Child care programs

(vi) The educational programs that the children in the Head Start program involved will enter at the age of compulsory school attendance

(vii) Local entities, such as a public or school library for-

(I) Conducting reading readiness programs

(II) Developing innovative programs to excite children about the world of books, including providing fresh books in the Head Start classroom

(III) Assisting in literacy training for Head Start teachers

(IV) Supporting parents and other caregivers in literacy efforts

4. *Definition of service areas*

a. Areas where children and families are served include ESC19 Head Start and the Elementary Schools within Canutillo ISD

5. *Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, and social and emotional development*
    a. 642A(a)(4) Organize and participate in joint training, including transition-related training for school staff and Head Start staff

6. *Program technical assistance*
    a. 642A(a)(10) Link the services provided in Head Start program with educational services, including services relating to language, literacy, and numeracy, provided by local ISD

    b. 648 (e)(3) Encourage States to supplement the T/TA funds with Federal, State, or local funds other than funds made available, to expand training and technical assistance activities beyond Head Start agencies to include other providers of other early childhood education and development programs within a State

7. *Provision of services to meet the needs of working parents, as applicable*
    a. 642A(c)(4)(B)(ii) Coordinate activities to make resources available for full working-day and full calendar year available to children who need such services

    b. 642(e)(3) Coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.)

8. *Communication and parent outreach for smooth transitions to kindergarten*
    a. 642A(a)(1) Develop and implement a systematic procedure for transferring, with parental consent, Head Start program records for each participating child to the school in which such child will enroll

    b. 642A(a)(5) Establish comprehensive transition policies and procedures that support children transitioning to school, including by engaging Canutillo ISD in the establishment of such policies

    c. 642A(a)(6) Conduct outreach to parents and elementary school (such as kindergarten) teachers to discuss the educational, developmental, and other needs of individual children

    d. 642A(a)(7) Help parents of limited English proficient children understand-

        i. The instructional and other services provided by the school in which their child will enroll after participation in Head Start; and

ii. As appropriate, the information provided to parents of limited English proficient children under section 3302 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7012)

e. 642A(a)(8) Develop and implement a family outreach and support program, in cooperation with entities carrying out parental involvement efforts under title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq.), and family outreach and support efforts under subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.), taking into consideration the language needs of parents of limited English proficient children

f. 642A(a)(9) Assist families, administrators, and teachers in enhancing educational and developmental continuity and continuity of parental involvement in activities between Head Start services and elementary school classes

g. 642A(a)(11) Help parents (including grandparents, foster parents, teen parents and kinship caregivers, as appropriate) to understand the importance of parental involvement in a child's academic success while teaching them strategies for maintaining parental involvement as their child moves from Head Start to elementary school

h. 642A(a)(12) Help parents understand the instructional and other services provided by the school in which their child will enroll after participation in the Head Start program

9. *Provision and use of facilities, transportation, and other program elements*
   a. 642(e)(4)
      (A) Collaborate on the shared use of transportation and facilities, in appropriate cases

      (B) Collaborate to reduce the duplication and enhance the efficiency of services while increasing the program participation of underserved populations of eligible children

      (C) Exchange information on the provision of non-educational services to such children

10. *Other elements mutually agreed to by the parties*

a. Confidentiality:
All acknowledge confidentiality requirements that each agency must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families. Each agency will protect the rights of young children with respect to records and reports created, maintained, and used by the public agencies. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly followed. Family Educational Rights and Privacy Act (FERPA) will be followed. (See 34CFR 303.460.)

b. Dispute Resolution:
Parties will first attempt to resolve the dispute between or among themselves. All local agencies will ensure that a system is in place to resolve disputes and solve problems. The system should include:
    i. Timelines for regular meetings to review local agreements, plan collaborative activities, and resolve issues; and
    ii. The identification of a liaison from each agency.

c. Review of Agreement
The agreement will be jointly reviewed by all parties annually and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change.

d. Term of Agreement

This Agreement will be effective through August 2021- July 2022 school year.

By signing the agreement each agency agrees to the terms. The signed agreement will be binding on all successors of parties to the agreement.

V. SIGNATURES

For ESC19 Head Start

Socorro Rodriguez
ESC19 Head Start Director

7-26-2021
Date

For Canutillo ISD

Dr. Pedro Galaviz
Canutillo ISD Superintendent

Date

For ESC19

Dr. Armando Aguirre
Executive Director, ESC19

7/26/2021
Date

Board of Trustees

Meeting Date: 8/24/2021

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of Dual Credit Partnership Agreement between Canutillo Indpendent School District and El Paso County Community College District.

Justification Statement: This agreement is designed to allow High School Student an opportunity to earn dual High School credit and college credit by Canutillo teachers credentialed through EPCC.

Purpose of Agenda Item: ☑ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Dr. Kerney-C & I Executive Director/Stacey Parker Advanced Academics District Coordinator

Signature of Requester(s)

Signature of Presenter(s) 8/10/2021

Elizabeth B. Sida 8/10/2021

Business Services Approval (Initials) *Date*

Agenda Summary:

This agreement allows Canutillo teachers who are credentialed through EPCC to teach college courses. Students get college credit upon completion of that course.

RECOMMENDATION: It is recommended that the Dual Credit Partnership Agreement is approved.

PRIOR BOARD ACTION: NA AWARDED: AWARDED AMOUNT:

AMOUNT(S): NA

ACCOUNT NO(S): NA

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

Dual Credit Partnership Agreement

REQUESTING DEPARTMENT:

Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:

Without this agreement, CISD students will not have the opportunity to earn college credits.

IMPLEMENTATION TIMELINE:

Upon approval

ATTACHMENT(S): ✔ Dual Credit Partnership Agreement

DUAL CREDIT PARTNERSHIP AGREEMENT

Between

Canutillo Independent School District
And
El Paso County Community College District

This Dual Credit Partnership Agreement (Agreement) between Canutillo Independent School District (District) and El Paso County Community College District (EPCC or the College) is designed to allow High School students an opportunity to earn dual High School credit and College credit. *19 Texas Administrative Code (19 TAC)*, Chapter 9, Subchapter H, *Partnerships between Secondary Schools and Texas Public Two-year Associate Degree-Granting Institutions* establishes authority and rules for two-year associate degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student's High School curriculum requirements and College-level credit. Dual Credit Requirements are identified/outlined in *19 TAC* Chapter 4, Subchapter D, *Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges*, §4.85. Nothing herein shall be construed to violate either the Texas Public Information Act, Tex. Gov't Code, §552.001 et seq., or the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g.

The following conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board Rules and Regulations:

1. Purpose

   The Purpose of this Agreement is to facilitate the cooperation between the College and the District in the provision of College courses for Dual Credit for qualified students.

2. Eligible Courses

   a. Only courses as permitted by 19 TAC, Part 1, CH4, Subchapter D, §4.85 (a) identified as College-level academic courses in the current edition of the EPCC Catalog or as College-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) may be used for Dual Credit.

   b. Courses approved for Dual Credit for an individual student must be applicable to a College or university certificate or degree.

   c. Course matching is a requirement to award Dual Credit. In order to offer any College course for Dual Credit, it must be paired with an equivalent High School course. The learning objectives for the College course and the Texas Essential Knowledge and Skills (TEKS) for the High School class must have significant overlap or match. If an equivalent High School class does not exist, then the College course cannot be offered by the High School for Dual Credit.

   d. Any TEKS not covered by the College course will be taught by the High School and accounted for separately from the required content of the College course.

3. Student Eligibility

a. High School students will meet State and EPCC requirements for admission to the College.

b. High School students must take the EPCC placement tests and/or provide EPCC approved additional test scores in math, reading, and writing as well as course-specific placement test scores where applicable and have the course prerequisites prior to enrolling in College-level courses.

c. High School students shall not be enrolled in more courses than those allowable by state laws and Texas Administrative Code and Regulations.

4. Instructional Calendar

The College courses for Dual Credit taught on the High School campus will comply with the District's instructional calendar. Distance education sections will comply with the College calendar.

5. Location

a. Dual Credit instruction will predominantly occur in the facilities of the High School campus. EPCC facilities may be used as appropriate, depending on the availability of resources.

b. When the High School does not have an instructor, who is qualified and selected by EPCC to deliver a College course for Dual Credit onsite at the High School campus, the course may be located online with an instructor provided by the College, depending on the availability of resources. (See Section 11.e.)

c. A qualified instructor may be provided by the College to teach the College course on the High School campus, but the High School will bear the cost of the instructor. A High School may also contract directly with an EPCC credentialed instructor to deliver the College course on the High School campus. (See Section 11.e.)

6. Student Composition of Classes

Courses may be composed of Dual Credit students only or of dual and College credit students. Exceptions for a mixed class (composed of students taking the College course for High School credit only and students taking the College course for Dual Credit) may be allowed only under one of the following conditions:

a. If the course involved is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program graduation requirements, and the High School involved is otherwise unable to offer such a course.

b. If the High School credit-only students are College Board Advanced Placement students.

c. If the course is a career and technology/College workforce education course and the High School credit-only students are earning articulated College credit which will only be awarded after graduation from High School and subsequent enrollment at EPCC.

7. Faculty Selection, Supervision, and Evaluation

a. All instructors must meet the credential requirements as specified by EPCC, the State Board of Education, and that would be acceptable by the Southern Association of Colleges and

Schools Commission on Colleges and other pertinent accrediting agencies. EPCC may limit the number of Dual Credit sections by course or program based on institutional need and/or accreditation guidelines.

b. The College shall select, supervise, and evaluate Dual Credit High School instructors using the same College procedures used for EPCC faculty teaching on the main campuses and will maintain the same standards for the evaluation of instructional effectiveness and learning outcomes for the College course taught on the High School campus as the same courses taught at the main campuses of the College. EPCC retains the right not to assign courses to an instructor.

c. Official transcripts, an adjunct faculty application, and other documents pertinent to credentials verification of Dual Credit High School instructors will be kept on file at the EPCC Office of Human Resources.

d. Qualified, EPCC-selected and trained Dual Credit High School instructors teaching the College course at the High School will do so as part of their High School teaching assignment. Nevertheless, a Dual Credit High School instructor will comply with the College's standards of instruction and evaluation processes. All instructional aspects of the College course will be supervised by the designated College Instructional Dean.

e. Each semester, Dual Credit students will complete a Faculty Evaluation and Student Survey for each College course for Dual Credit. The High School is responsible for designating a person to act as a point of contact and an overseer for the administration of these materials and any additional surveys of College students required by the College and for following the accompanying instructions. The Faculty Evaluation process is highly confidential. To encourage a student's willingness to respond with candor regarding their experience in the class without fear of reprisals from the instructor, the Faculty Evaluation will be shared with the instructor, the designated College Instructional Dean, the instructional coordinator and, upon request, the designated High School administrators after the course has ended.

f. It is required that new Dual Credit faculty attend New Faculty Orientation, which is held during Faculty Development Week at the beginning of the Fall Semester (August) and the Dual Credit Summer Convening in June. Newly credentialed Dual Credit faculty will be required to complete an introductory 10-hour online course. Additionally, ongoing attendance is required at College division and discipline meetings and at one faculty development workshop of the instructor's choice each semester.

g. In the event the High School credentialed faculty is absent more than 3 consecutive days, or is absent enough times that the instructional contact hours fall below what is required for the College course, the High School is responsible for contacting the designated College Instructional Dean to discuss the anticipated length of absence, and necessary arrangements for a substitute or replacement. Only substitutes/replacements credentialed by EPCC in the discipline/course may be used to cover a class. If the High School is unable to find a credentialed discipline/course qualified substitute or replacement, EPCC may provide a qualified faculty if available. The High School will incur the instructor cost.

8. Course Curriculum, Instruction and Grading Criteria

EPCC shall ensure that a College course for Dual Credit offered at the High School and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, contact hours, course enrollment maximum, materials, instruction, and method/rigor

of evaluation of student performance, and grading criteria regardless of student composition of the class. (See appendix A for Crosswalk)

a. EPCC course syllabi and textbooks must be used in College courses for Dual Credit at all times. The syllabus for each course must be submitted to the appropriate Instructional Coordinator as requested and uploaded in compliance with HB 2504 by the end of the first week of classes.

b. The High School will provide each student enrolled in a College course for Dual Credit with all textbooks and instructional materials required by the College discipline. Textbooks and other instructional materials may not be shared among multiple students, and students must be allowed to use them both in and out of class as would any College student studying at a main campus of the College.

c. The EPCC Office of Distance Learning Support Services will verify that the High School has adequate technology to support online course delivery. In addition, classroom, science lab and library facilities assessments will be conducted at least every three years or as needed.

d. The High School will identify a High School onsite facilitator whose role is to support the EPCC instructor of record in order to enhance the success of Dual Credit students enrolled in online courses.

9. Academic Policies and Student Support Services

a. All academic policies applicable to courses taught on EPCC campuses shall apply to Dual Credit High School students as outlined on EPCC Procedure 6.00.01.30 and in the College Catalog. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, and processes for addressing instructional issues/concerns.

b. Dual Credit students may utilize the same services that are available to other EPCC students. The College is responsible for ensuring timely and efficient access to such services as academic advising and counseling, College-appropriate (non-curricular) accommodations for students with disabilities, to learning materials (e.g., library resources), academic achievement programs (e.g. Honors Program) and student success initiatives (e.g., tutoring).

c. Each High School must have an appointed counselor or designee to provide academic guidance regarding Dual Credit who will encourage course completion and achievement of course work leading to a College degree. EPCC will provide training for the High School counselor or designee.

d. **Student Services Provided by High School.** Except as expressly set forth herein, the High School shall provide student services for all Dual Credit students including, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials. By July 1 of each year, the High School will submit all graduated seniors' final high school transcripts, with the official graduation date, through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.

e. **Student Services Provided by EPCC.** In addition to on-site resources provided by the High School, students will be issued an EPCC ID card and will have open access to EPCC's online library databases, materials, and resources. Dual Credit students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide designated High School Librarians with appropriate log-ins to access EPCC Library resources. EPCC

Librarians will provide training to designated High School Librarians on available EPCC resources. Dual Credit students will have access to all EPCC student services and privileges, including participation in student government and student clubs.

f. **Codes of Conduct**. Dual Credit students will adhere to all the requirements of the High School/District Code of Conduct and state law applicable to public school students. Dual Credit students will have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures. In the event of any inconsistency between the High School/District Code of Conduct and the EPCC Code of Conduct, the High School/District Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed.

g. **Transportation.** Transportation is at the sole discretion of the High School/District and not the responsibility of EPCC. The High School/District will ensure bus routes for students attending courses at all EPCC site facilities during the fall, spring, and summer terms that occur during regular high school hours. The High School will provide round-trip transportation for Dual Credit students to EPCC campuses for official school activities, such as daily classes in an approved schedule.

10. Transcription of Credit

EPCC will transcribe College grades immediately upon a student's completion of the course. Approved High School and/or District personnel will have access to the official College grade through the High School Dashboards.

11. Funding

a. The Dual Credit High School instructors will be compensated by the District in accordance with the District's Standard Teacher Salary Schedule. It is not contemplated that Dual Credit High School instructors will be teaching any classes in addition to their regular workload by virtue of their participation in the Program. Said Dual Credit High School instructors will not receive any monetary compensation from EPCC for their participation in the Program. The Dual Credit High School instructors teaching courses which result in the award of concurrent credit must meet the same standards, review, and approval procedures used by the College to select faculty responsible for teaching the same courses at the main campus of the College. Dual Credit High School instructors will teach courses on a volunteer basis and are entitled to all the rights and privileges accorded to any EPCC adjunct faculty member.

b. EPCC will waive tuition and designated fees for students enrolled in the Dual Credit Program, except as stated in c, d, and e. herein below.

c. Upon mutual agreement, the College will conduct enrollment registration for all qualified students who have met all requirements and are requesting enrollment in College courses for Dual Credit. A fee of $150 will be assessed for each student enrolled after the College's Census Date when it is determined that the student or school was responsible for not meeting the deadline.

d. Three-Peat-Fee will apply for students repeating certain courses more than two times and will be assessed the current in-state EPCC per credit hour fee.

e. Waived and Incurred Fees

i. When the District provides the instructor onsite, tuition and fees will be waived.
ii. When EPCC provides the instructor, online, onsite or on campus, tuition and fees will be waived provided the school pays a flat rate of $100 per student per course. The School District will be invoiced within 30 days after the end of the semester and payment in full will be due to EPCC within one month of the invoice.

f. The High School is responsible for all textbooks and instructional materials. This includes funding of Open Educational Resources (OER) materials used in lieu of textbooks. College-approved textbooks purchased by the District may be used for a maximum of four years from the date of initial purchase. The High Schools must adhere to EPCC textbook procedure *Selection and Ordering of Textbooks for Credit/Developmental Education Courses*. In addition, the High School must comply with the textbook tracking requirements by completing and returning the textbook tracking form within the timelines set forth.

12. EPCC Administrators and High School Principals, along with any necessary administrative staff, will maintain open lines of communication between the College and their High Schools.

a. Marketing and Co-branding. Dual Credit is a strong and beneficial partnership between the District and EPCC and will be co-branded accordingly. References to College Courses for Dual Credit that are offered by EPCC will prominently feature EPCC's name and logo on all media/marketing materials, school marquees, verbal and non-verbal messaging, and anywhere else the program is visible. When used in conjunction with the District or High School logo, logos must be of the same size and in high-profile locations. When communicating about Dual Credit programs or courses offered by EPCC, it is important to state "These Dual Credit course offerings are available thanks to a partnership with El Paso Community College," when speaking, presenting, or discussing the initiative as well as in all written materials, including, but not limited to: news releases, website content, promotional materials, social media, or other content. Signage, banners, and other displays should prominently demonstrate the partnership and should include EPCC and its logo. Materials or exceptions to this guideline will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Dean of Dual Credit and Early College High Schools. Each party reserves the right to approve major signage, banners and other displays marketing Dual Credit that will be displayed outside the EPCC campus to the general public. EPCC supplied logos, banners, or flags will be displayed in each classroom used to teach Dual Credit students. The District is responsible for ensuring that departments producing materials as well as appropriate administrators, faculty and staff are aware of the marketing and co-branding requirements. Media/marketing materials that do not reflect appropriate co-branding may have to be taken down and redone to properly reflect required marketing and co-branding.

13. House Bill 1638: Statewide Dual Credit Goals

The following are specific program goals aligned with the statewide goals developed collaboratively by the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA) in compliance with House Bill 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2):

a) Statewide Dual Credit Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.
i) EPCC will participate in information sessions that promote dual credit hosted by the District or High School.

ii) EPCC will host campus tours for students new to Dual Credit.
iii) EPCC will maintain a webpage to include information relevant to all Dual Credit stakeholders.
iv) EPCC will host a Dual Credit Counseling Institute in Fall and Spring
v) EPCC and District will collaborate in the promotion of Dual Credit programs through press releases, social media, and institutional web pages.

b) Statewide Dual Credit Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.
i) EPCC will grant designated District or High School staff access to Dual Credit Dashboards
ii) EPCC will participate in annual data sharing sessions
iii) EPCC will support transition to college through Operation College Bound.

c) Statewide Dual Credit Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.
i) EPCC will host Dual Credit New Student Orientation sessions for every dual credit student.
ii) EPCC and the District or High School will conduct joint advising sessions in compliance with SB 25
iii) Dual Credit Students will have access to Dual Credit high school and college counselors to ensure credits apply to the selected certificate or degree.

d) Statewide Dual Credit Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.
i) EPCC will host a Dual Credit Summer Convening for newly credentialed Dual Credit faculty.
ii) Newly credentialed District or High School faculty will be enrolled in a 10-hour online course administered by EPCC.
iii) Dual Credit faculty and facilitators will participate in EPCC's Faculty Development Week workshops in Fall and Spring.
iv) All Dual Credit stakeholders will be invited to the Building Bridges: Dual Credit Conference hosted annually by EPCC.

This Agreement may only be modified in writing by the District Superintendent and the College President, or their designees, upon mutual agreement, at least 30 days in advance of the modification.

This Agreement will become effective on the date the last party executes the Agreement and will remain in effect for three (3) years or until such time as mutual agreement is made to modify or terminate the Agreement.

_____	_____
William Serrata, Ph.D. (Date)	**Pedro Galaviz, Ed.D. (Date)**
President	**Superintendent**
Approved as to form:	**Approved as to form:**
_____	_____
(Date)	**(Date)**
EPCC General Counsel	**Canutillo ISD General Counsel**

Appendix A

Dual Credit Crosswalk

2021-2024

HS Course	PEIMS #	EPCC Course Subject	EPCC Course #	EPCC Course	EPCC Core Component
Mathematics					
Pre- Calculus A	03101100	MATH	1314	College Algebra	Mathematics
Pre-Calculus B	03101100	MATH	2412	Pre-Calculus Math	Mathematics
Independent Study in Mathematics First Time	03102500	MATH	1324	Mathematics for Business & Social Sciences	Mathematics
Independent Study in Mathematics Second Time	03102501	MATH	2413	Calculus I	Mathematics
Social Studies					
DCR Pyscology	03350100	PSYC	2301	General Psychology	Social and Behavioral Sciences
DCR Sociology	03370100	SOCI	1301	Introduction to Sociology	Social and Behavioral Sciences
DCR Government	03330100	GOVT	2305	Federal Government	Government/Political Science
DCR US History A	03340100	HIST	1301	US History I	History
DCR US History B	03340100	HIST	1302	US History II	History
DCR World History A	03340400	HIST	2321	World Civilizations I	Social and Behavioral Sciences
DCR World History B	03340400	HIST	2322	World Civilizations II	Social and Behavioral Sciences
Economics	03310300	ECON	1301	Introduction to Economics	Social and Behavioral Sciences
Education 1300 - College Transition	N1290050	EDUC	1300	Learning Framework	Component Area Option
Special Topics in Social Studies First Time	03380002 03380022 03380032 03380042	PHIL	1301	Introduction to Philosophy	Language, Philosophy & Culture
Special Topics in Social Studies Second Time		PHIL	2303	Introduction to Formal Logic	Language, Philosophy & Culture
Special Topics in Social Studies Third Time		PHIL	2306	Introduction to Ethics	Language, Philosophy & Culture
Special Topics in Social Studies Fourth Time		GOVT	2306	Texas Government	Government/Political Science
Social Studies Advanced Studies First Time	03380001 03380021 03380032	PSYC	2306	Human Sexuality	Social and Behavioral Sciences
Social Studies Advanced Studies Second Time		SOCI	2301	Marriage and the Family	Social and Behavioral Sciences
Social Studies Advanced Studies Third Time		PSYC	2314	Lifespan Growth & Development	Social and Behavioral Sciences
Economics Advanced Studies (First Time Taken)	03310301	ECON	2301	Principles of Macroeconomics	Social and Behavioral Sciences
Economics Advanced Studies (Second Time Taken)	03310321	ECON	2302	Principles of Microeconomics	Social and Behavioral Sciences
Science					
Astronomy A	03060100	ASTR	1303	Stars and Galaxies	Life and Physical Science
Astronomy B	03060100	ASTR	1304	Solar Systme	Life and Physical Science
DCR Biology (A)	03010200	BIOL	1306	Biology for Science Majors I	Life and Physical Science
DCR Biology (B)	03010200	BIOL	1307	Biology for Science Majors II	Life and Physical Science
Anatomy and Physiology	13020600	BIOL	2401	Anatomy and Physiology I	Life and Physical Science
Anatomy and Physiology	13020600	BIOL	2402	Anatomy and Physiology II	Life and Physical Science
Chemistry A	03040000	CHEM	1311	General Chemistry I (Science Majors)	Life and Physical Science
Chemistry B	03040000	CHEM	1312	General Chemistry II (Science Majors)	Life and Physical Science
DCR Physics A	03050000	PHYS	1301	College Physics I	Life and Physical Science
DCR Physics B	03050000	PHYS	1302	College Physics II	Life and Physical Science

Dual Credit Crosswalk

2021-2024

HS Course	PEIMS #	EPCC Course Subject	EPCC Course #	EPCC Course	EPCC Core Component
Geology A (Non-Science Majors)	03060200	GEOL	1301	Earth Sciences for Non-Science Majors I	Life and Physical Science
Geology B (Non-Science Majors)	03060200	GEOL	1302	Earth Sciences for Non-Science Majors II	Life and Physical Science
Scientific Research and Design I A	13037200 13037210 13037220	PHYS	1315	Physical Science I	Life and Physical Science
Scientific Research and Design I B		PHYS	2325	University Physics I	Life and Physical Science
Scientific Research and Design II A		PHYS	2326	University Physics II	Life and Physical Science
Scientific Research and Design II B		GEOL	1303	Physical Geology	Life and Physical Science
Scientific Research and Design III A		GEOL	1304	Historical Geology	Life and Physical Science
Scientific Research and Design III B		CHEM	1306	Introductory Chemistry I (Allied Health Emphasis)	Life and Physical Science
		CHEM	1307	Introductory Chemistry II	Life and Physical Science
Science Labs					
Physics Lab A	84800XXX	PHYS	1101	College Physics Lab A	Life and Physical Science
Physics Lab B	84800XXX	PHYS	1102	College Physics Lab B	Life and Physical Science
Physical Science Lab	84800XXX	PHYS	1115	Physical Science Lab	Life and Physical Science
Geology Lab # 1 (Non-Science Majors)	84800XXX	GEOL	1101	Earth Sciences for Non-Science Majors I Lab	Life and Physical Science
Geolgoy Lab B (Non-Science Majors)	84800XXX	GEOL	1102	Earth Sciences for Non-Science Majors II Lab	Life and Physical Science
Earth and Science Lab A	84800XXX	GEOL	1103	Physical Geology Lab	Life and Physical Science
Earth and Science Lab B	84800XXX	GEOL	1104	Historical Geology Lab	Life and Physical Science
DCR Biology Lab A	84800XXX	BIOL	1106	Biology for Science Majors I Lab	Life and Physical Science
DCR Biology Lab B	84800XXX	BIOL	1107	Biology for Science Majors II Lab	Life and Physical Science
Chemistry Lab A	84800XXX	CHEM	1111	General Chemistry I Lab	Life and Physical Science
Chemistry Lab B	84800XXX	CHEM	1112	General Chemistry II Lab	Life and Physical Science
Health Science Chemistry Lab A	84800XXX	CHEM	1106	Health Science I Lab	Life and Physical Science
Health Science Chemistry Lab B	84800XXX	CHEM	1107	Health Science II Lab	Life and Physical Science
Astronomy Lab A	84800XXX	ASTR	1103	Stars and Galaxies	Life and Physical Science
Astronomy Lab B	84800XXX	ASTR	1104	Solar Systmem	Life and Physical Science
English					
Contemporary Media	03241401	COMM	1307	Introduction to Mass Communication	Language, Philosophy & Culture
DCR English III A	03220300	ENGL	1301	Composition I	Communication
DCR English III B	03220300	ENGL	1302	Composition II	Component Area Option
DCR English IV A	03220400	ENGL	2322	British Literature I	Language, Philosophy & Culture
DCR Englsih IV B	03220400	ENGL	2323	British Literature II	Language, Philosophy & Culture
Independent Study in English First Time	03221800	ENGL	2333	World Literature II	Language, Philosophy & Culture
Independent Study in Speech	03241200	SPCH	1315	Public Speaking	Communication
Speech	03241400	SPCH	1321	Business & Professional Communication	Communication

Dual Credit Crosswalk

2021-2024

HS Course	PEIMS #	EPCC Course Subject	EPCC Course #	EPCC Course	EPCC Core Component
Fine Arts					
Architectural Design I	13004600	ARCH	1301	Architectural History	Language, Philosphy & Culture
Art 1, Art Appreciation	03500110	ARTS	1301	Art Appreciation	Creative Arts
Dance 1, Principals of Dance 1	03830100	DANC	2303	Dance Appreciation	Creative Arts
Theatre , Theatre Arts 1	03250100	DRAM	1310	Theater Appreciation	Creative Arts
Music Studies, Music Appreciation I	03155600	MUSI	1306	Music Appreciation	Creative Arts
Music Studies, Music Appreciation II	03155700	MUSI	1310	American Musics	Creative Arts
Foreign Language					
Spanish I	03440110	SPAN	2311	Intermediate Spanish I	Language, Philosophy & Culture
Spanish II	03440220				Language, Philosophy & Culture
Spanish III	03440300	SPAN	2313	Spanish for Native / Heritage Speakers I	Language, Philosophy & Culture
Spanish IV	03440300	SPAN	2315	Spanish for Native / Heritage Speakers II	Language, Philosophy & Culture

Board of Trustees

Meeting Date: 8/24/2021

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of Memorandum of Agreement between Canutillo Independent School District and New Mexico State University Agricultural and Extension Education with Canutillo High School

Justification Statement: Being able to host a student teacher in any classroom is advantages as the students will benefit from having two teachers in the classroom to assist and support their learning. The more support we can give our students the more successful they will be in and out of the classroom.

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Teresa Clapsaddle *Teresa Clapsaddle*

Signature of Requester(s)

Teresa Capsaddle 8/16/2021

Signature of Presenter(s)

Elizabeth B. Sida 8/16/2021

Business Services Approval (Initials) *Date*

Agenda Summary:

This agreement allows CHS to build a positive relationship with NMSU and its Agricultural Department in particular. Many of our agricultural students have attended NMSU, as it is one of the few schools in the area to offer an agricultural studies program. This rapport helps give our students access to early admissions and scholarship monies.

Being able to host a student teacher in any classroom is advantages as the students will benefit from having two teachers in the classroom to assist and support their learning. The more support we can give our students the more successful they will be in and out of the classroom.

RECOMMENDATION: Administration recommends that the Board approve this Memorandum of Agreement between Canutillo Independent School District and New Mexico State University

PRIOR BOARD ACTION: None AWARDED: AWARDED AMOUNT:

AMOUNT(S): 0

ACCOUNT NO(S):

NA

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

Memorandum of Agreement

REQUESTING DEPARTMENT:

Canutillo High School

CONSEQUENCES OF NON-APPROVAL:

We lose out on an opportunity to build positive rapport with NMSU and to build capacity in future teachers through our outstanding AG dept.

IMPLEMENTATION TIMELINE:

Upon execution by all affected parties; Canutillo ISD Canutillo High School and New Mexico State University

ATTACHMENT(S): ✔ NM State University Memorandum of Agreement

College of Agricultural, Consumer and Environmental Sciences
Department of Agricultural and Extension Education
MSC 3501
New Mexico State University
P.O. Box 30003
Las Cruces, NM 88003-8003
Phone: (575) 646-4511
Fax: (575) 646-4082

May 21, 2021

Dr. Pedro Galaviz, Superintendent
Canutillo Independent Schools
P.O. Box 100
Canutillo, TX 79835

Dear Dr Galaviz:

This letter serves as a formal request to place Ms. Darbi Harrington, a student in our preservice agricultural education program, at Canutillo High School with Ms. Lacy Smith and Mr. Ron Gil during the Fall 2021 semester. The placement will begin on the first day of school for your district and conclude in December of 2021.

Ms. Smith/Mr Gil have been selected as a host teachers because they meet all of the requirements of a cooperating teacher as established by our University and because of their outstanding performance as agriculture teachers and leaders in the profession. During the internship, Ms. Smith and Mr. Gil will be expected to:

- Perform a formal evaluation each week during the internship.
- Respond immediately to the student teacher's initial contact. Answer any questions and outline the classes and units most likely to be taught by the student teacher. Students should be given a general idea of the amount of time they will be expected to teach for each unit.
- Lend assistance to the student teacher in obtaining suitable housing, if assistance is requested.
- Prepare the classes for the incoming student teacher by briefly explaining what the student teaching program is about, and that the student teacher should be treated by the students as faculty.
- Introduce the student teacher to administrators immediately, and to other faculty and staff employees.
- As soon as possible, review school policies on daily working hours, teacher responsibilities, discipline, dress, mileage and other expenses, and personal conduct with the student teacher.
- Acquaint the student teacher with the school and Agricultural Education Department. Include a tour of facilities and resources.
- Put the student teacher at ease and make him/her feel useful and important to the program.
- Discuss a general timeline for adding new classes and other professional growth activities to the student teacher's load. Arrange to give the student teacher a wide variety of responsibilities and experiences. Allow them to assist other teachers in the department.

- Cooperatively plan the student teacher's daily activities and responsibilities, allowing adequate time for preparation.
- Coordinate unit and lesson planning with departmental course outlines. It may be best to start the student teacher in an area in which she is well qualified.
- Check lesson plans with the student teacher before they teach any class, but let them handle the class when they do their teaching. Student teachers must not be allowed to teach without a lesson plan.
- Conduct at least two SAEP visits, accompanied by the student teacher.
- Assist the student teacher with their student teaching portfolio assignment.
- Make careful evaluations and offer constructive criticism. Provide time each day for conferences with the student teacher.
- Observe the ability of the student teacher to work with other people in the school and community.
- Provide an opportunity for the student teacher to become involved in activities of the total school system and community.
- Meet with the University Supervisor during the on-site evaluation to discuss the student teacher's progress.
- Become familiar with the competencies in the midterm and final evaluations so appropriate activities for the student teacher.
- Share weekly and final evaluations with the student teacher.
- Provide constructive advice and encouragement.
- Provide final evaluation forms to the University Supervisor. Inform the University Supervisor of any problems.

During the internship, Ms. Harrington should begin by observing a few days to one week then pick up classes individually until teaching a full schedule. She should teach a full schedule for at least four weeks and then begin to walk back down a few classes at a time. The exact details of this can be determined by Ms. Smith and Mr. Gil with input from Canutillo High School administration and me.

The Agricultural and Extension Education Department at New Mexico State University would like to thank you in advance for considering hosting a student teacher. We believe that this will be a positive experience for all parties involved. Please let me know if you have any questions or concerns.

Sincerely,

Steve Fraze
Department Head and Professor

College of Agricultural, Consumer and Environmental Sciences
Department of Agricultural and Extension Education
MSC 3501
New Mexico State University
P.O. Box 30003
Las Cruces, NM 88003-8003
Phone: (575) 646-4511
Fax: (575) 646-4082

MEMORANDUM OF AGREEMENT (MOA)

AGRICULTURAL AND EXTENSION EDUCATION

NEW MEXICO STATE UNIVERSITY

The Agricultural and Extension Education Department (AXED) of New Mexico State University would like to place **Ms. Darbi Harrington** at **Canutillo High School** for the Fall 2021 semester. The student will begin their internship during the first day teachers report during the fall. A faculty member from the AXED department will observe and evaluate the progress of the student intern. The final evaluation will be made by the AXED faculty member in consultation with the supervising teacher. Please forward the MOA to the principal and agriculture teacher for signatures before returning it to us.*

Superintendent or Designee

Associate Dean and Associate Director
Academic Programs

Principal or Designee

Department Head
Agricultural and Extension Education

Agricultural Education Instructor

Student Intern

*Due to CAEP accreditation requirements, this MOA is subject to cancellation if the student falls below a 2.50 GPA.

Board of Trustees

Meeting Date: 8/24/2021

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Memorandum of Understanding and Agreement between Canutillo ISD and Aliviane, Inc.

Justification Statement: This MOUA will provide evience based curriculum education, utilizing the Life Skills curriculum, in the districts elementaries and middle schools.

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☑ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible:

Signature of Requester(s) 8/3/2021

Signature of Presenter(s)

Elizabeth B. Sida 8/9/2021

Business Services Approval (Initials) Date

Agenda Summary:

This Memorandum of Understanding and Agreement confirms Canutillo ISD's committment to provide the commuity with age-appropriate alchohol, tobacco, and other drug (ATOD) presentations and information disseminated to the students, teachers, and families. Information will also be presented at other district and campus activites such as prevention classes, Parent University, health fairs, and community events.

RECOMMENDATION: Administration recommends that the Board approve this Memorandum of Understanding and Agreement with Aliviane, Inc. for the 2021-2022 School year.

PRIOR BOARD ACTION: Approved AWARDED: 12/15/20; AWARDED AMOUNT: N/A

AMOUNT(S): None

ACCOUNT NO(S): N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Memorandum of Understanding and Agreement

REQUESTING DEPARTMENT:
Student Support Services Dept.

CONSEQUENCES OF NON-APPROVAL:
The loss of preventative measure concerning alcohol, tobacco, and other drugs and the loss of resource of infomration to be shared with Canutillo ISD students in classroom presentations and with parents at community events.

IMPLEMENTATION TIMELINE:
School year 2021-2022

ATTACHMENT(S): MOUA documentation

MEMORANDUM OF UNDERSTANDING & AGREEMENT

ALIVIANE

Aliviane, Inc. is committed to providing comprehensive substance use and other mental health disorder services for residents living in West Texas (Region 10), which includes the counties of El Paso, Brewster, Culberson, Jeff Davis, Hudspeth, and Presidio. To accomplish these goals, we must rely on community resources to provide much needed services that are beyond the scope of this organization and/or to augment the services provided by Aliviane, Inc. **This document represents a record of agreement to provide individuals with program services listed below between Aliviane, Inc. programs and the following partnering agency:**

Name of Partnering Agency/Organization/ School/Program:

Canutillo Independent School District

Check Aliviane, Inc. applicable program services:

☒ PRIDES	☐ PRC Region 10	☐ HMHL	☐ WCR	☐ YRRC
☐ PRIDES - Rural	☐ EPAPC	☐ AOPC	☐ CCC	☐ RBI
☒ Strengthening Families	☐ PADRE	☐ OTC	☐ Por Mi Familia	☐ RCOP-I
☒ IMASTAR	☐ PATH	☐ YFOPC	☐ RSS	☐ PPW

Description of services provided by Aliviane Inc.

General Description	Specific Deliverables
Youth Prevention Indicated Program (IMASTAR) will provide in person or virtual evidence based curriculum education utilizing Positive Action (45 minutes once a week for 10 weeks) to Canutillo Independent School District; age appropriate ATOD presentations; Information Dissemination to children, teachers and families; Alternative Activities; Problem Identification and Referral as requested from parents; Prevention services will include participation in health fairs and community events.	IMASTAR will provide, prevention education curriculum, youth and adult presentations and information dissemination, virtually or in person.
Youth Prevention Universal Program (PRIDES) will provide in-person or virtual presentations: evidence based curriculum education utilizing Life Skills (45 minutes once a week for 10 weeks) to Canutillo Independent School District; age appropriate ATOD in-person or virutal presentations; Information Dissemination to children, teachers and families; Alternative Online Activities; Problem Identification and Referral as requested from parents; Prevention services will include participation in health fairs and community events.	PRIDES will provide, prevention education curriculum, youth and adult presentations and information dissemination, virtually or in person.

Phone:	**915-877-7444**	**Phone:**	
Email:	**pgalaviz@canutillo-isd.org**	**Email:**	

Start Date: _____ End Date: _____

MOUA Renewal Required 1-Year after Start Date*

Form ID: ADM-MOUA-01
2020

DRAFT

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 8/24/2021

Subject/Title for Agenda Posting: Approval of Memorandum of Agreement between Canutillo ISD and AmeriCorps Parents as Teachers home visitation program for 2021-2023

Justification Statement: The AmeriCorps Parents as Teachers (PAT) grant is a home visitation program that utilizes established and emerging research as the foundation of the curriculum, training, materials and services. The PAT program also includes an understanding and appreciation of the history and traditions of diverse cultures that are essential in serving families.

Purpose of Agenda Item: ☐ Information ☐ Discussion ☑ Action

Item Type: ☑ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Dr. Monica Reyes

Signature of Requester(s)

Dr. Monica Reyes 7/28/2021

Signature of Presenter(s)

Elizabeth B. Sida 7/28/2021

Business Services Approval (Initials) *Date*

Agenda Summary:

The Student Support Services Department recommends that the Board approve the Memorandum of Agreement with AmeriCorps Parents as Teachers (PAT), which is a home visitation program. The major goals of this program are to 1) empower parents to give their children the best possible start in life through knowledge of child development and ways to foster growth and learning; 2) give children a solid foundation for school success; 3) prevent and reduce child abuse; 4) increase parents' feeling of competence of confidence; 5) develop true home-school-community partnerships on behalf of children. The program includes regular (bi-weekly) one-hour visits. The MOU shall be effective from September 1, 2021 and shall terminate on July 31, 2023, unless terminated sooner by the agreement of both parties.

RECOMMENDATION: The Student Support Services Department recommends that the Board approve the Memorandum of Agreement between CISD and AmeriCorps Parents as Teachers home visitation program for the 2021-2023 program year.

PRIOR BOARD ACTION: Approved **AWARDED:** 10/27/20 **AWARDED AMOUNT:** $4,000.00

AMOUNT(S): 211.61.6299.00.920.30

ACCOUNT NO(S): N/A

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

Memorandum of Agreement

REQUESTING DEPARTMENT:

Student Support Services

CONSEQUENCES OF NON-APPROVAL:

There is a dire need to have support programs designed to serve children and their families to help parents understand parent skills, child development, and school readiness.

IMPLEMENTATION TIMELINE:

Upon Approval and full execution of MOU

ATTACHMENT(S): ✓ AmeriCorps Parents as Teachers MOA
Exhibits A through G

United Way of El Paso County

AmeriCorps Parents as Teachers (PAT)
Memorandum of Agreement

Purpose of AmeriCorps Grant:

AmeriCorps Parents as Teachers (PAT) is a home visitation program that utilizes established and emerging research as the foundation of the curriculum, training, materials and services. The PAT program also includes an understanding and appreciation of the history and traditions of diverse cultures that are essential in serving families.

The PAT program is designed to serve children age 0 through age five (5) and their families. AmeriCorps members will help the parent understand parenting skills, child development, and school readiness with a goal to reduce the number of children entering school in need of special help. PAT is based on two simple truths: babies are born learners, and parents play a crucial role in their child's growth and development. This program is designed as a universal support for *all* parents as their child's first teacher and can be adapted to the needs of diverse cultures and special populations.

The major goals of the program are to 1) empower parents to give their children the best possible start in life through knowledge of child development and ways to foster growth and learning; 2) give children a solid foundation for school success; 3) prevent and reduce child abuse; 4) increase parents' feelings of competence and confidence; and 5) develop true home- school-community partnerships on behalf of children. The program includes regular (bi-weekly) one-hour visits by an AmeriCorps member.

Specific Member service activities for each operating site are outlined in the Position Descriptions [**Exhibit A**].

This agreement is entered into between United Way of El Paso County *AmeriCorps Parents as Teachers Program* (hereafter referred to as the Sponsor) and the **Canutillo Independent School District:** (herein referred to as the Host Site) for the 2021-2022 and 2022-2023 program years.

Student Support Services, Lone Star Building
7000 5th Street
Canutillo, Texas 79835

District Office
7965 Artcraft
El Paso, Texas 79932

The following is understood and agreed to by the parties who sign this MOA:

1) Duration

This Understanding shall become effective on **September 1, 2021**, and shall terminate on **July 31, 2023**, unless terminated sooner by the agreement of both parties.

2) Sponsor Responsibilities. The Sponsor will:

a. Provide a shared in-kind and cash match, including funding for the AmeriCorps Parents as Teachers Program Supervisor.

b. Provide applicant processing, selection, Member Pre-Service Orientation (PSO) and Parents as Teachers Model Implementation Training.

c. In accordance with 2 U.S.C. § 12645g, the Corporation for National and Community Service (CNCS), the sponsor is required to perform National Service Criminal History Checks (NSCHC) on all AmeriCorps members and Site Supervisors prior to member placement at host sites. The Sponsor shall inform the Host Site that the NSCHC results for the member have been reviewed, and has been cleared for service with clients if requested by the Host Site. If an assigned site supervisor resigns from his/her position as site supervisor partway through the program year, in-kind hours cannot be recorded until The Sponsor has completed the NSCHC on the new assigned site supervisor.

d. Place Member(s) at the Host Site on or after the effective date of this understanding. Sponsor will remain in constant communication regarding anticipated placement date on site. Due to the COVID-19 pandemic, Members may be given the option to serve virtually if social distancing restrictions resume.

e. Provide bi-monthly living allowance, mileage reimbursement, health care coverage, qualified child care stipend, and technical assistance to Members as may be necessary, in accordance with standards prescribed by the Sponsor, to enable the members to effectively perform the work to which they are assigned.

f. Provide technical assistance to the Site Supervisor in planning, development and implementation of the Parents as Teachers Program as well as meaningful Member service activities that fulfill the Performance Measures.

g. Provide orientation training to the Site Supervisors to fully prepare them for supporting the Member(s) and participating in the AmeriCorps program.

h. Review and evaluate, at least quarterly, the supervision of Members' service to achieve the performance measures and perform the tasks specified in the Position Descriptions.

i. Perform Site Monitoring visit(s) to ensure operating site compliance with the OneStar Foundation, CNCS AmeriCorps Provisions, and Parents as Teachers.

j. Provide opportunities for Host Site to give feedback for Program improvement.

k. Review and evaluate the Performance Measures at least quarterly with the Members.

l. Provide Member supervision and support in conjunction with Site Supervisor's support of Members.

m. If requested in writing by the Site Supervisor to do so, remove the Member from the program in accordance with the policies and procedures outlined by the OneStar Foundation,

the Corporation for National and Community Service (CNCS), and United Way of El Paso County.

n. Provide the Site Supervisor with timely information concerning the OneStar Foundation and CNCS regulations, policies and procedures, and any amendments thereto.

o. Maintain such records and accounts, and make such reports and investigations concerning matters involving Members and the project as OneStar Foundation and CNCS may require. The Sponsor agrees to retain such records as the CNCS may require for a period of three years after completion or termination of the program, and to provide access to such records to the corporation and the comptroller General of the United States for the purpose of audit or examination.

p. Assist each Member and others upon request, in creating an individual plan which identifies opportunities for job advancement or for transition to a situation leading to gainful employment at the end of the Member's service, and review with the Member and update such plan one hundred and twenty (120) days prior to the completion of the Member's term of service. Neither the Sponsor Agency nor any Operating Agencies are under any obligation or expectation to provide employment to AmeriCorps Members upon completion of their service term.

q. Provide monthly reports to site supervisor that includes AmeriCorps members' number of families served, number of families recruited at the site, and additional notes pertaining to topics in personal visits without disclosing personal information of families.

r. Provide the Member(s) with adequate personal protective equipment such as portable hand sanitizer and a face covering to ensure the health and safety of all Members during the COVID-19 pandemic.

s. Provide the Member(s) and Site Supervisor with guidance, policies and procedures to carry out Member service while adhering to social distancing guidelines.

3) Site Supervisor and Host Site Responsibilities. The Site Supervisor will:

a. Notify and discuss with AmeriCorps Parents as Teacher Program Supervisor of any changes to site supervisor assignment.

b. Review and adhere to Host Site Standards **[Exhibit B]**.

c. Participate in an AmeriCorps Site Supervisors orientation training prior to the program start date as well as participate in quarterly Site Supervisor meetings/trainings.

d. Site Supervisors will be encouraged to participate in a Parents as Teachers Foundational and Model Implementation Training.

e. Provide intensive on-site orientation to new members immediately following United Way of El Paso County/AmeriCorps Parents as Teachers Pre-Service Orientation, as outlined in on-site orientation guidelines presented during Site Supervisor orientation.

f. Participate in initial planning meeting (during first month of service) and monthly phone call meetings thereafter with the AmeriCorps Program Staff and AmeriCorps member, to discuss goals, progress, issues and needs.

g. Assist in the provision of pre-service and in-service training for the Members.

h. Provide full time Members with an average of 40 hours per week of meaningful service activities that are related to fulfilling the Parents as Teachers Program. Of these hours, a maximum of 20% will be training, education, and fundraising activities directly related to this program, or other similar approved activities. If fewer than these specified hours of service activity are provided, site supervisor will communicate with the Parents as Teachers Program Supervisor for assistance in creating new on-site activities or to identify off-site activities to allow members to meet hour requirements. If there are insufficient service activities related to performance measures available at the host site, the member may be assigned to another host site for a portion of their time.

i. Work to accomplish the goals and objectives set out for the Members in the Project Narrative **[Exhibit C].**

j. Provide the following supervision for the Members an average four (4) hours per week as described in the Project Narrative: providing initial assessment and service plan, recruiting families and assigning families to the Member(s), meeting with Member(s) to review Project Narrative and outline goals, providing day-to-day support, guidance and answers to questions.

k. Facilitate collection of performance data and report relevant programmatic measurements from Members at each site to the AmeriCorps Parents as Teachers Program Supervisor, including review of Members' weekly timesheets **[Exhibit D].** Details on the timekeeping and teleworking procedure are found in **Exhibit E.**

l. Perform a midterm and end of term evaluation **[Exhibit F]** for each AmeriCorps member followed by meeting with the AmeriCorps Parents as Teachers Program Supervisor.

m. Provide feedback to the Program for improvements and participate as requested in an independent program evaluation and OneStar site visits.

n. Report to the Sponsor, or OneStar Foundation if necessary, within 24 hours the unscheduled termination of Members, and otherwise keep the Sponsor informed of unscheduled changes of status and conditions of Members (such as arrests, hospitalizations, and absences without leave). Adhere to all provisions regarding member release and reinstatement procedures.

o. Provide a safe environment in which the AmeriCorps Member shall perform his or her assigned duties. The Site Supervisor shall not assign or require Members to perform any physical duties which would jeopardize their safety or cause them to sustain injuries**.**

p. The site will display the AmeriCorps logo and AmeriCorps Drug-Free Policy where AmeriCorps members are providing services and allow AmeriCorps members to wear AmeriCorps branded (on clothing, pins, etc.).

q. Will read and sign the AmeriCorps Parents as Teachers Program Member Service Agreement and will make every reasonable effort to ensure that the provisions of the Member Service Agreement are followed.

r. Comply with federal laws and regulations and with the OneStar Foundation and CNCS policies and procedures applicable to the program, or which may become applicable to it, subsequent to the execution of this Agreement.

s. Will provide Members with adequate office space, including desk, phone/voice mail, internet access, and filing space. Provide a safe and clean office space in compliance with recommendations from the Center for Disease Control including access to hand washing, hand sanitizer, adequate cleaning products, and appropriate social distancing.

t. If the site provides nametags and/or email addresses to its employees, also provide these for the AmeriCorps member.

u. Will not allow members to give personal cell phone number to clients. Members will not be expected to use personal cell phone number.

v. Will not allow AmeriCorps Members to engage in counseling.

w. Provide adequate guidance and effectively communicate with Members and Program Supervisor while serving off site due to the COVID-19 pandemic. Refer to the teleservice policy for more details **[Exhibit E].**

Sites acknowledge and assure that members are not displacing or supplanting employed workers. Sites acknowledge CNCS Sec § 117 42 U.S.C. No duplication and no displacement as it relates to assigned members **[Exhibit G].** If host site fails to follow aforementioned responsibilities or submits late documentation including but not limited to: timesheets, member evaluations, meeting attendance, notification of change in site supervisor, and the Host Site will issue two warnings. If a third incident occurs the host site will be issued a notice of non-compliance and a meeting will be scheduled to create a corrective action plan. Notices of non-compliance may result in current or future loss of member placement at host site as determined by the sponsor.

4) Responsibilities of Host Site.

a. The Host Site agrees to provide a **shared cash match of $4,000** and **in-kind support as follows**: Four (4) Site Supervisor hours per week with a minimum of 30 minutes regularly scheduled one-on-one time required (one hour highly recommended), 10% of Site Supervisors'

benefits, adequate office space (including desk space, computer with internet accessibility, email address, and /voicemail), office supplies as needed to complete assignments, and participation in pre-service and semi-monthly member trainings as needed and reasonably requested by Sponsor. The Host Site and the Sponsor agrees that this share of cash and in-kind match is based on the most up-to-date budget. (Two Members are assigned with expected in-kind match).

b. Host Site administration will ensure the timely payment of shared cash match and agrees to remit annually by December 1, 2021.

c. The Host Site will provide certification that shared cash match and in-kind support used for this project are not from federal sources and are not used as match for any other grant or program.

5) Joint Responsibilities.

a. Assist in the recruitment and selection of applicants to become Members.

b. Provide for Member pre-service and in-service training. Members are required to attend all trainings.

c. In the event that a Member leaves the program or operating site (as outlined in the Member Service Agreement):

If member leaves for one of the following reasons, financial responsibilities will be as follows:

i. Suspended
ii. Released for cause
iii. Released for compelling personal circumstances
iv. Otherwise does not complete the term of service

Host Site's financial responsibilities will be for the member shared cash match and in-kind support incurred up to the time of the member's departure from the program.

If member leaves for the following reason, financial responsibilities will be as follows:

i. Removed from site because of site non-compliance with program requirements:

If the member chooses to leave or is removed from the site because the Site Supervisor or designated staff fails to respond to and/or adequately correct findings made by Sponsor in either an official site monitoring visit or informal visit to address specific concerns (i.e., site non-compliance with program policies as outlined in this MOA), the Host Site's financial responsibilities will be for all costs related to that member until such time as the member is officially transferred to a new host site.

If there is a lapse of time between when the member leaves the original site and is transferred to a new site, or if it is not possible to identify a new site, that member will be utilized in direct client services at a participating host site at the discretion of

AmeriCorps Program Supervisor in order to ensure that the member continues to complete service hours and is able to finish his/her term of service on time**.**

d. The Sponsor and site supervisors will ensure compliance with the AmeriCorps provisions and OneStar guidelines by completing site monitoring visits and adhering to the Site Monitoring Tool.

6) Nondiscrimination.

No person with responsibilities in the operation of the project shall discriminate with respect to any aspect of the project because of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service.

7) Delegation and Subcontracting.

The Host Site will not delegate or assign any of its obligations or duties hereunder. However, Members may be assigned by the Sponsor to serve with other public or private non-profit agencies or organizations if they are performing duties as described in the Position Description and in accordance with the Memorandum of Agreement.

8) Legal Restrictions.

The Supervisor agrees that no Member assigned under this Agreement shall participate in:

a. Partisan and non-partisan political activities, including voter registration.

b. Direct and indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.

c. Labor and anti-labor organization or related activities.

d. Religious instruction, conduct of worship services, proselytism, or any other religious activity as part of their duties.

9) The Site Supervisor and Host Site further agree *not* to:

a. Carry out projects resulting in the identification of such projects with partisan or non-partisan activities including voter registration, or providing voter transportation to the polls.

b. Assign Members to activities that would result in the displacement of employed workers, or impair existing contracts for service.

c. Accept, or permit the acceptance of compensation for the services of Members.

d. Approve the involvement of any Members assigned to it in planning, initiating, participation in, or otherwise aiding or assisting in any demonstration whatsoever.

e. Hire the Members as employees before their term of service is complete (no earlier than July 31, 2019) (Note: If an offer is being considered it must be discussed with United Way of El Paso

County/AmeriCorps Parents as Teachers staff prior to having any discussion of and/or offer of employment with members during service term.)

10) Notices.

All notices and communication required to be given under this agreement shall be sent to the parties at the addresses set forth below:

To Sponsor

Christina Lamour
Director of Community Impact
United Way of El Paso County
P.O. Box 3488
El Paso, TX 79923
(915) 533-2434
Fax (915) 532-2104

To Host Site:

Dr. Monica Reyes
Executive Director of Student Support Services Department
Canutillo ISD
P.O. Box 100
Canutillo, TX 79835
(915) 877-7650
Fax (915) 877-7652

11) Member Benefits and Wages

The parties agree and acknowledge that neither the Host Site nor the Site Supervisor shall be considered an employer of any Member, and that neither the Host Site nor the Site Supervisor shall have any responsibility for providing any employee benefits or wages, including but not limited to compensation, tax withholding, health or dental benefits, or worker's compensation coverage, on behalf of any Member.

12) Amendments.

This Memorandum of Agreement may be amended at any time by an agreement in writing executed by authorized representatives of the Sponsor, the Host Site, the OneStar Foundation and/or the Corporation for National and Community Service.

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. PAT and CISD shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents and employees who are performing duties under this Agreement, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. PAT and CISD expressly maintain all right of

governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law. This agreement does not create any obligation by one party to indemnify the other, nor does it create any rights in any third parties.

This Agreement shall be governed in all respects in accordance with the laws of the State of Texas, and shall be performable in El Paso County, Texas.

13) Termination.

The Sponsor or the Operating Site may terminate this Agreement at any time with or without cause by giving thirty (30) days' notice in writing to the other party of intent to terminate. The Host Site will remain responsible for outstanding financial obligations for the remainder of the program year as outlined in Sections 4 and 5 of this agreement. The OneStar Foundation and CNCS may terminate, suspend or refuse to renew this agreement in accordance with the provision of (45 CFR § 2522.230).

14) Authorization.

The Operating Site and the Program hereby acknowledge by their signatures that they have read, understand and agree to all terms and conditions of this agreement.

This agreement will remain in effect until the end of the program year, which is July 31, 2023. Operating and Sponsoring Agency Signatures:

EXECUTED as of the ____day of _____, 2021.

United Way of El Paso County

By: **Deborah A. Zuloaga**

Signature: _____

Title: President and CEO

Canutillo Independent School District

By: Dr. Pedro Galaviz

Signature: _____

Title: Superintendent

Exhibit A

POSITION DESCRIPTION

POSITION:	**AmeriCorps Member Parents as Teachers (PAT) Lead, First Year**
REPORTS TO:	**AmeriCorps PAT Program Supervisor**
DETAILS:	**Full-Time Service Term: September 1, 2021 – July 29, 2022**
	1700 hours minimum: days, evenings and weekends as needed
PURPOSE:	The PAT AmeriCorps Member contributes to the achievement of United Way of El Paso County's mission, vision, goals within the education impact area by addressing early childhood education and serving as a main source of resources and referrals for families. It is the responsibility of the AmeriCorps PAT Lead to successfully implement the Parents as Teachers program, an evidence-based early childhood home visitation framework that builds strong communities, thriving families and children who are healthy, safe and ready to learn.

ESSENTIAL FUNCTIONS OF AN AMERICORPS PAT LEAD

Provide Programmatic Support to Parents as Teachers:

Introduce New Families to the PAT program

- Organize recruitment plan for the AmeriCorps PAT program
    - Track TRS and Mass recruitment list; build relationship with approved agencies- be the point of contact; schedule staff to attend
- Complete recruitment and enrollment/intake forms for new families
- Assist Staff in community presentations with various audiences to include a universal elevator speech and/or presentation or community outreach and events
- Assist in program waitlist and caseload management

Assist with retention of families

- Assist in the organization and documentation of Group Connections and other PAT related events
- Facilitate completion and dissemination of PAT newsletters, flyers, event calendars, and email communication

- Provide update and content for PAT website and social media, including organizing blog posts, testimonials and event announcements
- Update resource connection guide and materials at least quarterly
- Assist in contacting PAT families to complete surveys and summarize feedback forms
- Attend PAT program training and implement curriculum with families on an as needed basis
- Attend community network meetings as needed to increase awareness and outreach of program

Aid in maintaining fidelity of PAT model

- Assist in the review of family files and make appropriate edits and suggestions
- Assist in completing intakes, change requests and case closures
- Assist with home visit observations, when needed
- Provide guidance and mentorship to AmeriCorps Parent Educators and Resource Navigators, as needed

<u>Provide Administrative Support to Parents as Teachers Staff:</u>

- Support in organizing new AmeriCorps training and orientation
- Support team in compiling programmatic data from web-based databases
- Assist in generating reports for Parent Educator accountability
- Assist in obtaining in-kind donations and sponsorships for trainings, conferences and events for the AmeriCorps PAT program. Maintain records of donation requests and results for the AmeriCorps PAT program, following United Way standard processes.
- Assist with purchasing, organizing and distributing approved activity supplies and educational materials for the AmeriCorps PAT program
    - Book Orders
    - Educational items/Activity supply boxes
    - Office supplies
- Assist in maintaining the inventory of PAT products and purchased items
    - Donations
    - Books
    - Activity supply box

Deliver essential logistical functions of the AmeriCorps PAT program to include:

- Reporting regularly to Site Supervisor and Program Supervisor
- Completing and submitting timesheets and leave requests on a regular basis

Participates in AmeriCorps activities and events, including PAT professional development:

- Proudly wears the AmeriCorps logo during all hours of program service, as required
- Actively engages in AmeriCorps PAT program-related activities, such as trainings, meetings, presentations, civic reflection and reflective supervision
- Celebrates program-recognized days and events which include, but are not limited to National Day of Service and Remembrance, Martin Luther King Day, AmeriCorps Week, Home Visitation Advocacy Day, Mayor's Day, Earth Day and Week of the Young Child
- Completes the required training for Disaster Response and Recovery as well as Prepare for Life after AmeriCorps Service
- Completes the required number of hours of trainings, workshops, conferences, etc. annually to maintain PAT credential

**As stated in OneStar Terms & Conditions XIV. D. :*

In the event of a local, state, or federal disaster declaration, AmeriCorps members may be asked on a volunteer basis or be required by OneStar to activate to assist in disaster response and recovery activities within their communities. This may involve virtual service opportunities or in-person service opportunities. This may include service opportunities outside of the member's standard service hours or in place of their standard service duties. In the event of a large-scale, high needs local, state, or federal disaster, AmeriCorps members may voluntarily or be required by OneStar to deploy to an area outside of their service area to assist in disaster response and recovery activities.

REQUIRED QUALIFICATIONS (documentation proving qualification will be collected)

- Must be a U.S. Citizen, a U.S. national, or a lawful permanent resident alien
- Must be at least 18 years of age on or before September 1, 2021.
- Must be able to communicate proficiently in English and in Spanish
- Must possess a high school diploma or GED*
- Associates Degree or 60 college hours *preferred* in Health, Education or Social Work
- Must be competent in web browsing, emailing, quality data and quantity data entries, and Microsoft Office Programs
- Must maintain a valid driver's license, insurance and vehicle
- Must have a minimum of two years' previous supervised experience working or volunteering with young children and/or families
- Must have a minimum of one year of experience with the AmeriCorps Parents as Teachers program and successful completion of a full year of service.

OTHER REQUIREMENTS

- Must be able to work a flexible schedule with the possibility of early morning, evening, and weekend work to complete a minimum of 1700 hours for the duration of the service year
- Must be able to attend training for the full month of September. These trainings, along with service activities, may be conducted in person, virtually, or a combination of both. Must have adequate virtual workspace with access to reliable internet and phone service.

SKILLS AND DEMONSTRATED ABILITIES

- Strong leadership, verbal, and written communication skills; and strong presentation and interpersonal skills
- Intermediate knowledge of MS Office applications
- Dependable time management and organization skills to coordinate multiple tasks
- Reliable written and verbal recordkeeping, documenting, and reporting skills

PERSONAL ATTRIBUTES

- Works well with others, regardless of gender, age, race, ethnicity, religion or ability
- Delivers strong public speaking skills and is attentive to detail, accuracy and quality
- Exemplifies honesty, compassion, integrity, good judgment, professionalism, and tact

- Demonstrates passion for/commitment to enhancing the community in which they serve

RELATIONSHIPS

Internal and external contacts are critical to success of this program. The PAT AmeriCorps Member will focus on developing and maintaining relationships with diverse stakeholders, including host sites, educational institutions, foundations, community groups, government agencies, non-profit agencies, neighborhood associations, faith-based organization, and individual donors.

VULNERABLE POPULATIONS

This position involves recurring access to vulnerable populations: children age 17 or younger, persons age 60 and older, and/or individuals with disabilities. Criminal history checks will be performed and results from the checks will determine Member selection.

LIVING ALLOWANCE AND BENEFITS

AmeriCorps Member PAT Parent Educator, First Year will receive (upon successful completion of program requirements):

- A living allowance of $26,000.04 distributed bi-monthly throughout program year
- For the amount of the education award the individual may receive upon successful completion of the term of service is included and accurate with the current rate ($6, 345 for FT members)
- A health insurance plan and SNAP eligibility

**Eligible AmeriCorps Members may apply to receive childcare benefits*

POSITION DESCRIPTION

POSITION: **AmeriCorps Member Parents as Teachers (PAT) Parent Educator, First Year**

REPORTS TO: **AmeriCorps Site Supervisor & AmeriCorps PAT Program Supervisor**

DETAILS: **Full-Time Service Term: September 1, 2021 – July 29, 2022**

1700 hours minimum: days, evenings and weekends as needed

PURPOSE: The PAT AmeriCorps Member contributes to the achievement of United Way of El Paso County's mission, vision, goals within the education impact area by addressing early childhood education. It is the responsibility of the AmeriCorps PAT Parent Educator to successfully implement the Parents as Teachers program, an evidence-based early childhood home visitation framework that builds strong communities, thriving families and children who are healthy, safe and ready to learn.

ESSENTIAL FUNCTIONS OF AN AMERICORPS PAT PARENT EDUCATOR

Delivers essential programmatic functions of the AmeriCorps PAT program to include:

- Planning, preparing and conducting recurring personal visits with families enrolled in the United Way Parents as Teachers program.
- Providing quality services to families enrolled in the PAT program at a frequency necessary to meet the needs of the family.
- Completing developmental screenings for children enrolled in the program
- Working with assigned AmeriCorps Resource Navigator to identify family needs, set goals and make appropriate referrals to community resources
- Assisting in recruitment and presentation events within current and potential partnerships. At a minimum, the AmeriCorps Parent Educator will be expected to attend at least one recruitment event per quarter.

Delivers essential logistical functions of the AmeriCorps PAT program to include:

- Reporting regularly to Site Supervisor and Program Supervisor
- Completing and submitting timesheets and leave requests on a regular basis
- Contributing to program recruitment, promotion and acquisition of in-kind donations for relevant activities
- Serving families located throughout El Paso County

- Implementing the Parents as Teachers Curriculum with a minimum of 12-15 active families in case load
- Maintaining documentation of every home visit for recordkeeping purposes and meeting programmatic deadlines
- Tracking program information, case notes and family details in web-based data management systems
- Assisting AmeriCorps PAT Program Supervisor in tracking and entering performance measures into data management systems

<u>Participates in AmeriCorps activities and events, including PAT professional development:</u>

- Proudly wears the AmeriCorps logo during all hours of program service, as required
- Actively engages in AmeriCorps PAT program-related activities, such as trainings, meetings, presentations, civic reflection and reflective supervision
- Celebrates program-recognized days and events which include, but are not limited to National Day of Service and Remembrance, Martin Luther King Day, AmeriCorps Week, Home Visitation Advocacy Day, Mayor's Day, Earth Day and Week of the Young Child
- Completes the required training for Disaster Response and Recovery as well as Prepare for Life after AmeriCorps Service
- Completes the required number of hours of trainings, workshops, conferences, etc. annually to maintain PAT credential

**As stated in OneStar Terms & Conditions XIV. D. :*

In the event of a local, state, or federal disaster declaration, AmeriCorps members may be asked on a volunteer basis or be required by OneStar to activate to assist in disaster response and recovery activities within their communities. This may involve virtual service opportunities or in-person service opportunities. This may include service opportunities outside of the member's standard service hours or in place of their standard service duties. In the event of a large-scale, high needs local, state, or federal disaster, AmeriCorps members may voluntarily or be required by OneStar to deploy to an area outside of their service area to assist in disaster response and recovery activities.

REQUIRED QUALIFICATIONS (documentation proving qualification will be collected)

- Must be a U.S. Citizen, a U.S. national, or a lawful permanent resident alien
- Must be at least 18 years of age on or before September 1, 2021.
- Bilingual Spanish, essential
- Must possess a high school diploma or GED*
- Associates Degree or 60 college hours *preferred* in Health, Education or Social Work
- Must be competent in web browsing, emailing, quality data and quantity data entries, and Microsoft Office Programs
- Must maintain a valid driver's license, insurance and vehicle
- Must have a minimum of two years' previous supervised experience working or volunteering with young children and/or families

OTHER REQUIREMENTS

- Must be able to work a flexible schedule with the possibility of early morning, evening, and weekend work to complete a minimum of 1700 hours for the duration of the service year.
- Must be able to attend training for the full month of September. These trainings, along with service activities, may be conducted in person, virtually, or a combination of both. Must have adequate virtual workspace with access to reliable internet and phone service.

SKILLS AND DEMONSTRATED ABILITIES

- Strong leadership, verbal, and written communication skills; and strong presentation and interpersonal skills
- Intermediate knowledge of MS Office applications
- Dependable time management and organization skills to coordinate multiple tasks
- Reliable written and verbal recordkeeping, documenting, and reporting skills

PERSONAL ATTRIBUTES

- Works well with others, regardless of gender, age, race, ethnicity, religion or ability
- Delivers strong public speaking skills and is attentive to detail, accuracy and quality
- Exemplifies honesty, compassion, integrity, good judgment, professionalism, and tact
- Demonstrates passion for/commitment to enhancing the community in which they serve

RELATIONSHIPS

Internal and external contacts are critical to success of this program. The PAT AmeriCorps Member will focus on developing and maintaining relationships with diverse stakeholders, including host sites, educational institutions, foundations, community groups, government agencies, non-profit agencies, neighborhood associations, faith-based organization, and individual donors.

VULNERABLE POPULATIONS

This position involves recurring access to vulnerable populations: children age 17 or younger, persons age 60 and older, and/or individuals with disabilities. Criminal history checks will be performed and results from the checks will determine Member selection.

LIVING ALLOWANCE AND BENEFITS

AmeriCorps Member PAT Parent Educator, First Year will receive (upon successful completion of program requirements):

- A living allowance of $16, 000.16 distributed bi-monthly throughout program year
- For the amount of the education award the individual may receive upon successful completion of the term of service is included and accurate with the current rate ($6, 345 for FT members)
- A health insurance plan and SNAP eligibility

**Eligible AmeriCorps Members may apply to receive childcare benefits*

POSITION DESCRIPTION

POSITION:	**AmeriCorps Member Parents as Teachers (PAT) Parent Educator, Long-Serving**
REPORTS TO:	**AmeriCorps Site Supervisor & AmeriCorps PAT Program Supervisor**
DETAILS:	**Full-Time Service Term: September 1, 2021 – July 29, 2022** **1700 hours minimum: days, evenings and weekends as needed**
PURPOSE:	The PAT AmeriCorps Member contributes to the achievement of United Way of El Paso County's mission, vision, goals within the education impact area by addressing early childhood education. It is the responsibility of the AmeriCorps PAT Parent Educator to successfully implement the Parents as Teachers program, an evidence-based early childhood home visitation framework that builds strong communities, thriving families and children who are healthy, safe and ready to learn.

ESSENTIAL FUNCTIONS OF AN AMERICORPS PAT PARENT EDUCATOR

Delivers essential programmatic functions of the AmeriCorps PAT program to include:

- Planning, preparing and conducting recurring personal visits with families enrolled in the United Way Parents as Teachers program.
- Providing quality services to families enrolled in the PAT program at a frequency necessary to meet the needs of the family.
- Completing developmental screenings for children enrolled in the program
- Working with assigned AmeriCorps Resource Navigator to identify family needs, set goals and make appropriate referrals to community resources
- Assisting in recruitment and presentation events within current and potential partnerships. At a minimum, the AmeriCorps Parent Educator will be expected to attend at least one recruitment event per quarter.

Delivers essential logistical functions of the AmeriCorps PAT program to include:

- Reporting regularly to Site Supervisor and Program Supervisor
- Completing and submitting timesheets and leave requests on a regular basis
- Contributing to program recruitment, promotion and acquisition of in-kind donations for relevant activities
- Serving families located throughout El Paso County

- Implementing the Parents as Teachers Curriculum with a minimum of 15-18 active families in case load
- Maintaining documentation of every home visit for recordkeeping purposes and meeting programmatic deadlines
- Tracking program information, case notes and family details in web-based data management systems
- Providing mentorship and shadowing opportunities for first time AmeriCorps, upon request and guidance of the Parent Educator Team Lead
- Assisting AmeriCorps PAT Program Supervisor in tracking and entering performance measures into data management systems

<u>Participates in AmeriCorps activities and events, including PAT professional development:</u>

- Proudly wears the AmeriCorps logo during all hours of program service, as required
- Actively engages in AmeriCorps PAT program-related activities, such as trainings, meetings, presentations, civic reflection and reflective supervision
- Celebrates program-recognized days and events which include, but are not limited to National Day of Service and Remembrance, Martin Luther King Day, AmeriCorps Week, Home Visitation Advocacy Day, Mayor's Day, Earth Day and Week of the Young Child
- Completes the required training for Disaster Response and Recovery as well as Prepare for Life after AmeriCorps Service
- Completes the required number of hours of trainings, workshops, conferences, etc. annually to maintain PAT credential

**As stated in OneStar Terms & Conditions XIV. D. :*

In the event of a local, state, or federal disaster declaration, AmeriCorps members may be asked on a volunteer basis or be required by OneStar to activate to assist in disaster response and recovery activities within their communities. This may involve virtual service opportunities or in-person service opportunities. This may include service opportunities outside of the member's standard service hours or in place of their standard service duties. In the event of a large-scale, high needs local, state, or federal disaster, AmeriCorps members may voluntarily or be required by OneStar to deploy to an area outside of their service area to assist in disaster response and recovery activities.

REQUIRED QUALIFICATIONS (documentation proving qualification will be collected)

- Must be a U.S. Citizen, a U.S. national, or a lawful permanent resident alien
- Must be at least 18 years of age on or before September 1, 2021.
- Bilingual Spanish, essential
- Must possess a high school diploma or GED*
- Associates Degree or 60 college hours *preferred* in Health, Education or Social Work
- Must be competent in web browsing, emailing, quality data and quantity data entries, and Microsoft Office Programs
- Must maintain a valid driver's license, insurance and vehicle
- Must have a minimum of two years' previous supervised experience working or volunteering with young children and/or families

OTHER REQUIREMENTS

- Must be able to work a flexible schedule with the possibility of early morning, evening, and weekend work to complete a minimum of 1700 hours for the duration of the service year.
- Must have served as a AmeriCorps Member for at least one (1) year prior to application

- Must be able to attend training for the full month of September. These trainings, along with service activities, may be conducted in person, virtually, or a combination of both. Must have adequate virtual workspace with access to reliable internet and phone service.

SKILLS AND DEMONSTRATED ABILITIES

- Strong leadership, verbal, and written communication skills; and strong presentation and interpersonal skills
- Intermediate knowledge of MS Office applications
- Dependable time management and organization skills to coordinate multiple tasks
- Reliable written and verbal recordkeeping, documenting, and reporting skills

PERSONAL ATTRIBUTES

- Works well with others, regardless of gender, age, race, ethnicity, religion or ability
- Delivers strong public speaking skills and is attentive to detail, accuracy and quality
- Exemplifies honesty, compassion, integrity, good judgment, professionalism, and tact

- Demonstrates passion for/commitment to enhancing the community in which they serve

RELATIONSHIPS

Internal and external contacts are critical to success of this program. The PAT AmeriCorps Member will focus on developing and maintaining relationships with diverse stakeholders, including host sites, educational institutions, foundations, community groups, government agencies, non-profit agencies, neighborhood associations, faith-based organization, and individual donors.

VULNERABLE POPULATIONS

This position involves recurring access to vulnerable populations: children age 17 or younger, persons age 60 and older, and/or individuals with disabilities. Criminal history checks will be performed and results from the checks will determine Member selection.

LIVING ALLOWANCE AND BENEFITS

AmeriCorps Member PAT Parent Educator, First Year will receive (upon successful completion of program requirements):

- A living allowance of $16,500.00 distributed bi-monthly throughout program year
- For the amount of the education award the individual may receive upon successful completion of the term of service is included and accurate with the current rate ($6, 345 for FT members)
- A health insurance plan and SNAP eligibility

**Eligible AmeriCorps Members may apply to receive childcare benefits*

POSITION DESCRIPTION

POSITION: **AmeriCorps Member Parents as Teachers (PAT) Resource Navigator, First Year**

REPORTS TO: **AmeriCorps Site Supervisor & AmeriCorps PAT Program Supervisor**

DETAILS: **Full-Time Service Term: September 1, 2021 – July 29, 2022**

1700 hours minimum: days, evenings and weekends as needed

PURPOSE: The PAT AmeriCorps Member contributes to the achievement of United Way of El Paso County's mission, vision, goals within the education impact area by addressing early childhood education and serving as a main source of resources and referrals for families. It is the responsibility of the AmeriCorps PAT Resource Navigator to assist in the successful implementation of the Parents as Teachers program, an evidence-based early childhood home visitation framework that builds strong communities, thriving families and children who are healthy, safe and ready to learn.

ESSENTIAL FUNCTIONS OF AN AMERICORPS PAT RESOURCE NAVIGATOR

Delivers essential programmatic functions of the AmeriCorps PAT program to include:

- Working with two (2) assigned AmeriCorps Parent Educators to serve as main source for community resources and referrals
- Serving families in partnership with parent educators, to assist with case management, referrals, and providing resources in alignment with set goals
- Assessing overall wellness of assigned families and working in coordination with assigned parent educators to address family needs
- Managing and maintain an up to date resource directory for use by Resource Navigator team to assist families with accessing community resources
- Seeking out and participating in recruitment, outreach, and presentation opportunities with current and potential program partners. At a minimum, the AmeriCorps Resource Navigator will be expected to attend at least one recruitment event per quarter.
- Assisting with outreach and marketing efforts of the PAT program to include social media, website maintenance, newsletter and engagement initiatives
- Facilitating and coordinating (at least 4) group engagement opportunities per year. These opportunities may include group connections, virtual discussion groups (Coffee with PAT), parent cafes, or more.
- Calling the waitlist and enrolling families in the PAT program

- Conducting Parenting Interactions with Children assessment (PICCOLO) and Social Emotional Assessment/Evaluation Measure (SEAMS)

Delivers essential logistical functions of the AmeriCorps PAT program to include:

- Reporting regularly to Site Supervisor and Program Supervisor
- Completing and submitting timesheets and leave requests on a regular basis
- Contributing to program recruitment, promotion and acquisition of in-kind donations for relevant activities
- Maintaining documentation of every resource connection and referral for recordkeeping purposes and meeting programmatic deadlines
- Tracking program information, case notes and family details in web-based data management systems
- Assisting AmeriCorps PAT Program Supervisor in tracking and entering performance measures into data management systems

Participates in AmeriCorps activities and events, and PAT professional development:

- Proudly wears the AmeriCorps logo during all hours of program service, as required
- Actively engages in AmeriCorps PAT program-related activities, such as trainings, meetings, presentations, civic reflection and reflective supervision
- Celebrates program-recognized days and events which include, but are not limited to National Day of Service and Remembrance, Martin Luther King Day, AmeriCorps Week, Home Visitation Advocacy Day, Mayor's Day, Earth Day and Week of the Young Child
- Completes the required training for Disaster Response and Recovery as well as Prepare for Life after AmeriCorps Service
- Completes required trainings, workshops, conferences, etc. to build professional skillsets.

**As stated in OneStar Terms & Conditions XIV. D. :*

In the event of a local, state, or federal disaster declaration, AmeriCorps members may be asked on a volunteer basis or be required by OneStar to activate to assist in disaster response and recovery activities within their communities. This may involve virtual service opportunities or in-person service opportunities. This may include service opportunities outside of the member's standard service hours or in place of their standard service duties. In the event of a large-scale, high needs local, state, or federal disaster, AmeriCorps members may voluntarily or be required by OneStar to deploy to an area outside of their service area to assist in disaster response and recovery activities.

REQUIRED QUALIFICATIONS (documentation proving qualification will be collected)

- Must be a U.S. Citizen, a U.S. national, or a lawful permanent resident alien
- Must be at least 18 years of age on or before September 1, 2021.
- Bilingual Spanish, essential
- Must possess a high school diploma or GED*
- Associates Degree or 60 college hours *preferred* in Health, Education or Social Work
- Must be competent in web browsing, emailing, quality and quality data entry, and Microsoft Office Programs
- Must maintain a valid driver's license, insurance and vehicle (documentation is required)
- Must have a minimum of two years' previous supervised experience working or volunteering with young children and/or families

OTHER REQUIREMENTS

- Must be able to serve a flexible schedule with the possibility of early morning, evening, and weekend to complete a minimum of 1700 hours for the duration of the service year
- Must be able to attend training for the full month of September. These trainings, along with service activities, may be conducted in person, virtually, or a combination of both. Must have adequate virtual workspace with access to reliable internet and phone service.

SKILLS AND DEMONSTRATED ABILITIES

- Strong leadership, verbal, and written communication skills; and strong presentation and interpersonal skills.
- Intermediate knowledge of MS Office applications,
- Intermediate knowledge of social media platforms i.e. Facebook, Twitter, Snapchat, Instagram.
- Dependable time management and organization skills to coordinate multiple tasks
- Reliable written and verbal recordkeeping, documenting, and reporting skills
- Intermediate knowledge of outreach and marketing platforms is preferred

PERSONAL ATTRIBUTES

- Works well with others, regardless of gender, age, race, ethnicity, religion or ability
- Delivers strong public speaking skills and is attentive to detail, accuracy and quality
- Exemplifies honesty, compassion, integrity, good judgment, professionalism, and tact
- Demonstrates passion for/commitment to enhancing the community in which they serve

RELATIONSHIPS

Internal and external contacts are critical to success of this program. The PAT AmeriCorps Member will focus on developing and maintaining relationships with diverse stakeholders, including host sites, educational institutions, foundations, community groups, government agencies, non-profit agencies, neighborhood associations, faith-based organization, and individual donors.

VULNERABLE POPULATIONS

This position involves recurring access to vulnerable populations: children age 17 or younger, persons age 60 and older, and/or individuals with disabilities. Criminal history checks will be performed and results from the checks will determine Member selection.

LIVING ALLOWANCE AND BENEFITS

<u>AmeriCorps Member PAT Resource Navigator, First year will receive (upon successful completion of program requirements):</u>

- A living allowance of $16,000.16 distributed bi-monthly throughout program year
- For the amount of the education award the individual may receive upon successful completion of the term of service is included and accurate with the current rate ($6, 345 for FT members)
- A health insurance plan and SNAP eligibility

**Eligible AmeriCorps Members may apply to receive childcare benefits*

POSITION DESCRIPTION

POSITION: **AmeriCorps Member Parents as Teachers (PAT) Resource Navigator, Long-Serving**

REPORTS TO: **AmeriCorps Site Supervisor & AmeriCorps PAT Program Supervisor**

DETAILS: **Full-Time Service Term: September 1, 2021 – July 29, 2022**

1700 hours minimum: days, evenings and weekends as needed

PURPOSE: The PAT AmeriCorps Member contributes to the achievement of United Way of El Paso County's mission, vision, goals within the education impact area by addressing early childhood education and serving as a main source of resources and referrals for families. It is the responsibility of the AmeriCorps PAT Resource Navigator to assist in the successful implementation of the Parents as Teachers program, an evidence-based early childhood home visitation framework that builds strong communities, thriving families and children who are healthy, safe and ready to learn.

ESSENTIAL FUNCTIONS OF AN AMERICORPS PAT RESOURCE NAVIGATOR

Delivers essential programmatic functions of the AmeriCorps PAT program to include:

- Working with two (2) assigned AmeriCorps Parent Educators to serve as main source for community resources and referrals
- Serving families in partnership with parent educators, to assist with case management, referrals, and providing resources in alignment with set goals
- Assessing overall wellness of assigned families and working in coordination with assigned parent educators to address family needs
- Managing and maintain an up to date resource directory for use by Resource Navigator team to assist families with accessing community resources
- Seeking out and participating in recruitment, outreach, and presentation opportunities with current and potential program partners. At a minimum, the AmeriCorps Resource Navigator will be expected to attend at least one recruitment event per quarter.
- Assisting with outreach and marketing efforts of the PAT program to include social media, website maintenance, newsletter and engagement initiatives
- Facilitating and coordinating (at least 7) group engagement opportunities per year. These opportunities may include group connections, virtual discussion groups (Coffee with PAT), parent cafes, or more.
- Calling the waitlist and enrolling families in the PAT program

- Conducting Parenting Interactions with Children assessment (PICCOLO) and Social Emotional Assessment/Evaluation Measure (SEAMS)
- Assist Resource Navigator Team Lead in managing and maintaining an up to date resource directory for use by Resource Navigator team to assist families with accessing community resources

Delivers essential logistical functions of the AmeriCorps PAT program to include:

- Reporting regularly to Site Supervisor and Program Supervisor
- Completing and submitting timesheets and leave requests on a regular basis
- Contributing to program recruitment, promotion and acquisition of in-kind donations for relevant activities
- Maintaining documentation of every resource connection and referral for recordkeeping purposes and meeting programmatic deadlines
- Tracking program information, case notes and family details in web-based data management systems
- Assisting AmeriCorps PAT Program Supervisor in tracking and entering performance measures into data management systems

Participates in AmeriCorps activities and events, and PAT professional development:

- Proudly wears the AmeriCorps logo during all hours of program service, as required
- Actively engages in AmeriCorps PAT program-related activities, such as trainings, meetings, presentations, civic reflection and reflective supervision
- Celebrates program-recognized days and events which include, but are not limited to National Day of Service and Remembrance, Martin Luther King Day, AmeriCorps Week, Home Visitation Advocacy Day, Mayor's Day, Earth Day and Week of the Young Child
- Completes the required training for Disaster Response and Recovery as well as Prepare for Life after AmeriCorps Service
- Completes required trainings, workshops, conferences, etc. to build professional skillsets.

**As stated in OneStar Terms & Conditions XIV. D. :*

In the event of a local, state, or federal disaster declaration, AmeriCorps members may be asked on a volunteer basis or be required by OneStar to activate to assist in disaster response and recovery activities within their communities. This may involve virtual service opportunities or in-person service opportunities. This may include service opportunities outside of the member's standard service hours or in place of their standard service duties. In the event of a large-scale, high needs local, state, or federal disaster, AmeriCorps members may voluntarily or be required

by OneStar to deploy to an area outside of their service area to assist in disaster response and recovery activities.

REQUIRED QUALIFICATIONS (documentation proving qualification will be collected)

- Must be a U.S. Citizen, a U.S. national, or a lawful permanent resident alien
- Must be at least 18 years of age on or before September 1, 2021.
- Bilingual Spanish, essential
- Must possess a high school diploma or GED*
- Associates Degree or 60 college hours *preferred* in Health, Education or Social Work
- Must be competent in web browsing, emailing, quality and quality data entry, and Microsoft Office Programs
- Must maintain a valid driver's license, insurance and vehicle (documentation is required)
- Must have a minimum of two years' previous supervised experience working or volunteering with young children and/or families

OTHER REQUIREMENTS

- Must be able to serve a flexible schedule with the possibility of early morning, evening, and weekend to complete a minimum of 1700 hours for the duration of the service year
- Must have served as a AmeriCorps Member for at least one (1) year prior to application
- Must be able to attend training for the full month of September. These trainings, along with service activities, may be conducted in person, virtually, or a combination of both. Must have adequate virtual workspace with access to reliable internet and phone service.

SKILLS AND DEMONSTRATED ABILITIES

- Strong leadership, verbal, and written communication skills; and strong presentation and interpersonal skills.
- Intermediate knowledge of MS Office applications,
- Intermediate knowledge of social media platforms i.e. Facebook, Twitter, Snapchat, Instagram.
- Dependable time management and organization skills to coordinate multiple tasks
- Reliable written and verbal recordkeeping, documenting, and reporting skills
- Intermediate knowledge of outreach and marketing platforms is preferred

PERSONAL ATTRIBUTES

- Works well with others, regardless of gender, age, race, ethnicity, religion or ability
- Delivers strong public speaking skills and is attentive to detail, accuracy and quality
- Exemplifies honesty, compassion, integrity, good judgment, professionalism, and tact
- Demonstrates passion for/commitment to enhancing the community in which they serve

RELATIONSHIPS

Internal and external contacts are critical to success of this program. The PAT AmeriCorps Member will focus on developing and maintaining relationships with diverse stakeholders, including host sites, educational institutions, foundations, community groups, government agencies, non-profit agencies, neighborhood associations, faith-based organization, and individual donors.

VULNERABLE POPULATIONS

This position involves recurring access to vulnerable populations: children age 17 or younger, persons age 60 and older, and/or individuals with disabilities. Criminal history checks will be performed and results from the checks will determine Member selection.

LIVING ALLOWANCE AND BENEFITS

<u>AmeriCorps Member PAT Resource Navigator, First year will receive (upon successful completion of program requirements):</u>

- A living allowance of $16,500.00 distributed bi-monthly throughout program year
- For the amount of the education award the individual may receive upon successful completion of the term of service is included and accurate with the current rate ($6, 345 for FT members)
- A health insurance plan and SNAP eligibility

**Eligible AmeriCorps Members may apply to receive childcare benefits*

AmeriCorps Parents as Teachers Program (PAT)
Host Site Standards
Exhibit B
2021-2023

1. Member Support and Supervision

Standards

1.1 Site institutes necessary safety precautions for members.

1.2 Site provides members with an adequate workspace and regular access to a telephone/voicemail, computer, internet and fax machine.

1.3 Site provides meaningful supervision for members throughout their service year by scheduling a half to one hour of uninterrupted meeting time per week with members to discuss activities related to their service. Supervision meetings can be individual or group format.

1.4 Site supervisors are required to spend a minimum number of hours on AmeriCorps related activities. Supervisors who supervise at least one full-time member are required to spend four (4) hours (10% of time) per week on AmeriCorps related activities.

1.5 Site prohibits members from supervising other members.

1.6 Site ensures that member clerical duties do not extend beyond those that are directly related to their service activities.

1.7 Site ensures that members abide by the legal restrictions and further agreements set forth in sections 9 and 10 in the Memorandum of Agreement.

2. Prohibited Activities & Fundraising Policies

2.1 Each individual site that Members will serve will have their own policies that may include dress code, care of buildings and/or equipment, time keeping, confidentiality and other subjects.

2.2 Site Supervisors will provide orientation and copies of polices to Members and Members will be responsible for following site policies.

2.3 Site will be trained on AmeriCorps State program restrictions on Prohibited activities. These prohibited activities literature must be seen public at the sites.

3. Branding Policy

1. As an affiliate of the AmeriCorps National Service Network (CNCS), United Way of El Paso County (UWEPC) will identify the AmeriCorps Parents as Teachers program and all eligible members as AmeriCorps Members.

3.2 To publicize the relationship between the program and AmeriCorps, all host sites will display the AmeriCorps name and logo.

3.3 AmeriCorps members will identify themselves as AmeriCorps Members at all presentations, recruitment events, and public speaking opportunities.

3.4 UWEPC and host sites will not alter the AmeriCorps logo, and will obtain written permission from CNCS before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials.

3.5 UWEPC and host sites will not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute, regulation, or in these grant provisions.

4. Training

Standards

4.1 To adequately prepare members for service activities, site provides Members time to attend an intensive training for new members for at least the first three weeks of the service term (September 1 through September 30, 2021) to include, AmeriCorps Pre Service Training (PSO) and specific training based on the Parents as Teachers Model Implementation Training.

4.2 Site provides members with necessary information regarding agency/program mission, structure, and policies and procedures

4.3 Site documents training topics, times, locations and dates attended by members that are in addition to Parents as Teachers regular trainings.

4.4 Site ensures that site supervisor attends all Site Supervisor Meetings scheduled by AmeriCorps Parents as Teachers staff.

4.5 Site encourages site supervisor's participation in semi-monthly trainings scheduled for members.

5. Reasonable Accommodation

Standards

5.1 Site has a written reasonable accommodation policy.

5.2 Site maintains evidence that reasonable accommodation policy has been shared with members.

5.3 Site maintains documentation of reasonable accommodation requests and actions taken for all requests

6. Non-Discrimination

Standards

6.1 Site has a written policy on non-discrimination.

6.2 Site notes appropriate point of contact for filing a complaint.

7. Documentation

Standards

7.1 Site agrees to have supervisor approve member's weekly timesheets.

7.2 Site maintains a copy of Member Service Agreements signed by member and site supervisor.

7.3 Site maintains signed copies of mid-and end-of-term member evaluations.

8. Communication

Standards

8.1 Site notifies project staff in a timely manner of any concerns regarding members, including arrests, hospitalizations, and absences without leave.

8.2 Site notifies project staff of any relevant changes in site staff and program changes.

8.3 Sites will notify United Way of El Paso County AmeriCorps Parents as Teachers Program Supervisor of any changes in site supervision with a formal letter.

8.4 Site agrees that if a site supervisor changes during the service term, they will not begin supervisor member until required National Service Criminal History Check (NSCHC) has been completed for new site supervisor. AmeriCorps Parents as Teachers Program Supervisor will approve member timesheets until the NSCHC has been completed on the new site supervisor.

8.5 Site responds in a timely manner to project staff inquiries.

9. Monitoring and Evaluation

Standards

9.1 Site supervisors and members will perform middle and end of term evaluations for each AmeriCorps member and send a copy to the AmeriCorps Parents as Teachers Program Supervisor.

9.2 Site cooperates with United Way of El Paso County, OneStar and Corporation for National Community Service evaluation efforts.

9.3 Site ensures that member's service activities are consistent with approved Parents as Teachers performance measures.

9.4 Site helps members track progress toward achievement of the project's performance measures.

10. Affiliation with Network

Standards

10.1 Site identifies as part of an AmeriCorps program (e.g. members wear service gear, display AmeriCorps logo at sites, participates in AmeriCorps events).

10.2 Site identifies members as AmeriCorps members.

10.3 Site incorporates AmeriCorps logo in agency's public relations materials.

11. Cash Match

Standards

11.1 Site agrees to provide a maximum shared cash match per member, as set forth in the Memorandum of Agreement.

11.2 Site administration will ensure the timely payment of shared cash match and agrees to remit payment bi-monthly beginning September 1, 2021 or annually by July 29, 2022.

11.3 Site will maintain financial responsibilities, as outlined in sections 4 and 5 of the Memorandum of Agreement, in the event that a member leaves the program or operating site.

12. In-Kind Support

Standards

10.1 Site supervisors will provide a minimum number of hours per week of supervision and report those hours on member timesheets.

10.2 Supervisors who supervise at least one full-time member are required to spend four (4) hours (10% of time) per week on AmeriCorps related activities

10.3 Site agrees to submit monthly in-kind hours on Parent as Teachers in-kind tracker form.

10.4 Service sites will provide one computer for use by all members at site, equipped with internet access.

10.5 Service sites will provide members with adequate office space, including desk, phone/voicemail, and filing space.

10.6 Service sites will provide a minimum dollar amount of office supplies for each member per term.

10.7 Service sites will assist in pre-service and in-service member training as specified in the Project Narrative.

10.8 Operating agencies will provide certification that in-kind match used for this project are not from federal sources and are not used as match for any other grant or program.

AmeriCorps Parents as Teachers (PAT)
Project Narrative
Exhibit C
2021-2023

The Parents as Teachers evidence-based home visiting model is a national program focused on building strong communities, thriving families and children that are healthy, safe and ready to learn. There are four (4) dynamic components to the Parents as Teachers model, including: personal visits, child screening, group connections, and resource network. Together, these four components form a cohesive package of services with four (4) primary goals: 1. Increase parent knowledge of early childhood development and improve parent practices; 2. Provide early detection of developmental delays and health issues; 3. Prevent child abuse and neglect; and 4. Increase children's school readiness and success.

UWEPC will utilize full-time AmeriCorps Members as Parent Educators and Resource Navigators in the Parents as Teachers program. The AmeriCorps Parents as Teachers program will include twenty (20) full-time, primarily bilingual, AmeriCorps Members, one (1) Program Supervisor, up to ten (10) Host Site Supervisor(s), and several UWEPC support staff. The twenty (20) AmeriCorps Members will be split into two teams with one (1) AmeriCorps lead. The Team Lead will be an AmeriCorps Member who has completed at least one full year of AmeriCorps service. This individual will be familiar with the Parents as Teachers program as well as life as an AmeriCorps Member. As such, the Team Lead can help to guide and mentor their team members to work efficiently and effectively as a collaborative. In order to accomplish these tasks and take on extra responsibility, the Team Lead will receive additional training related to talent management, Member recruitment and retention, and effective communication skills.

All AmeriCorps Members, including the Team Lead, will report directly to the AmeriCorps PAT Program Supervisor. The Team Lead will not take any responsibility away from the AmeriCorps PAT Program Supervisor, but rather add to the efforts of creating unity, fostering Member retention, and offering the opportunity for Member development with increased and varied responsibilities. Over the past several years, the

Parents as Teachers program has noticed that families in El Paso County have many more needs than just related to early childhood education and school readiness. The role of the AmeriCorps Parents as Teachers Resource Navigator will be to help direct families to community resources, allowing Parent Educators to focus on the Parents as Teachers curriculum from an educational and school readiness standpoint. Needs may include navigation to childcare assistance, job training, food pantries, family financial budgeting classes, mental health services, support for families dealing with domestic violence, and any other myriad of problems. The Resource Navigators, in coordination with Parent Educators, will work directly with beneficiaries but will not carry unique case loads.

After training and certification, AmeriCorps Parent Educators will be paired with AmeriCorps Resource Navigators to address the needs of school readiness, age-appropriate development, family well-being, and over wellness of the assigned families. Each Parent Educator will be assigned a case load of fifteen (15) to eighteen (18) families and each Resource Navigator will be assigned two (2) Parent Educators. The Resource Navigator and Parent Educator will work in tandem to deliver the Parents as Teachers model curriculum and address the overall needs of the family. When considering the four (4) dynamic components of the Parents as Teachers model, Parent Educators will focus on two (2): personal visits and child screening, while the Resource Navigators will target the remaining two (2): group connections and resource network. The AmeriCorps Parents as Teachers program will aim to include families with both high and low needs, including: low income, teen parents, child with disabilities or chronic health condition, parent with disabilities or chronic health condition, parent with mental illness, parent with low educational attainment, recent immigrant or refugee family, substance abuse, court-appointed legal guardians or foster care provider, homeless or unstable housing, incarcerated parent(s), very low birth weight, death in immediate family, domestic violence, child abuse or neglect, or military family.

Group connections -- monthly gatherings of families, Parent Educators, and Resource Navigators -- will also be a crucial part of sharing resources, providing informative trainings, and learning from peer network groups such as parent cafes. The host sites for this initiative are spread throughout El Paso County in an effort to reach

the populations most in need of the Parents as Teachers home-visitation service. Host sites will include Canutillo Independent School District, Project Vida, El Paso County Housing Authority, Center Against Sexual and Family Violence, Workforce Solutions Borderplex, and YMCA of El Paso. These partners were selected based on access to target populations as well as potential for strategic collaboration and sharing of resources to further address the needs of the family units. AmeriCorps Members will be placed at a selected host site with a partner Parent Educator or Resource Navigator to serve the families of that site as well as residents of the surrounding community that qualify and could benefit from the Parents as Teachers program.

The PAT Born to Learn™ curriculum, with its focus on parenting issues and child development, is based on current brain research. The curriculum is delivered through four (4) components: 1) personal home visits from AmeriCorps members who provide information about child development, and engage parents in age-appropriate activities with the child, and respond to parents' questions and concerns; 2) monthly parent Group Connections where parents share insights and build informal support networks; 3) health and developmental screenings to identify any emerging problems and refer for care; and 4) linking of families with a community resource network when the needs are beyond the scope of the program.

To evaluate the progress towards outcomes, the AmeriCorps PAT program will utilize several developmental screenings including Social Emotional Assessment Measures (SEAMs), Ages and Stages questionnaires, life skills progression, and Parenting Interactions with Children: Checklist of Observations Linked to Outcomes (PICCOLO) conducted by the Parent Educator and/or the Resource Navigator during a home visit. To assess desired outcomes in parents and caregivers, the parents will be given a self-assessment survey focused on allowing parents and guardians to reflect on their skills, knowledge and confidence in parenting and self-sufficiency before and after participating in the Parents as Teachers program.

Parents will be encouraged to have annual health examinations and health screenings performed by their child's pediatrician. A complete screening must be conducted by a healthcare provider within 90 days of enrollment for children four (4) months or older, and annually thereafter. Screenings will include hearing and vision

tests, and completion of a health record. When the *Ages and Stages Questionnaire* (ASQ-3 or ASQ-SE) is filled out by parents, they will be encouraged to use the assessments as topics or items of concern that they address with their doctor. Health information, such as immunization records, results from hearing and vision tests, and other health assessments, will be organized and filed in a place of safekeeping by the parent in their home. The parent educator will follow the developmental milestone calendars to remind parents about important screenings. Other developmental domains that will be screened utilizing ASQ include: language, intellectual, social-emotional, and motor development.

Referrals to a community resource network allow Resource Navigator AmeriCorps members to assist families by connecting them to organizations, strengthening protective factors, and fostering positive change. AmeriCorps members will take an active role in the community by establishing relationships with other institutions and organizations. Additionally, AmeriCorps members will work to connect families with an array of programs designed to nurture and help families. PAT's child development-focused approach to family support makes it a valuable part of the El Paso community's network of human services programs.

PAT uses "Milestones by School Readiness Domain" and ASQ to facilitate reporting in a manner consistent with Head Start nationally and other home visiting initiatives. They can be used as ongoing assessment tools for obtaining and using data on children's developmental progress- giving indications of educational attainment. The data can be valuable for continuous quality improvement and reports to funders and stakeholders.

Timesheet Codes

How do I code my time for the following activities?

Activity	CODE
Conduct a personal visit	*Family Case name* PV
Conduct Check-in – includes entering doc in Penelope	*Family Case name* CC
Plan a personal visit –includes research and entering doc in Penelope	*Family Case name* PVP
Plan Group Connection – specify actions: contact speaker, search for location, plan with co-members, etc…	GC –*specify activity*
Complete and enter a personal visit in Penelope	*Family Case name* PVR
Drop off materials – includes docs and activity supplies to family homes	*Family case name* DOM
Gather activity supply bags/materials for families	
Update/complete SEAMS: includes entering data in the spreadsheet	*Family case name* SEAMS
Complete Non Foundational Visit	*Family case name* NVF
Update/Complete family files	
Update/Complete docs in Penelope – specify which docs: milestones, child health record, ASQ-3, ASQ-SE2, PICCOLO, Family info Record, Child info Record, LSP, parent/guardian information, resource connection	*Family case name* ENTR PEN DOCS – *specific docs*
Complete an intake with families	*Family case name* INTAKE
Attend Recruitment events	*Event name* recruitment
Attend Professional development Opportunities - *See attached document	*Event name* - PD
Attend AmeriCorps trainings - *See attached document	AC training – *name training*
Attend Penelope Training - *See attached document	Penelope training – *name training*
Attend assessment training - *See attached document	Assessment training – *name training*
Attend Parents as Teachers trainings	PAT training – *name training*
Attend meetings – specify: i.e. AmeriCorps, reflective supervision, huddles, site, United Way, etc…	Meeting – *name which meeting*
Volunteer Opportunities – *See attached document	*Event name* VOL

Donation requests with whom is being asked– specify for: families, group connections, and Coffee with PAT	**DR –** ***name possible donor, action, & event***

EXAMPLE
Cedillo PV
Cedillo CC
Cedillo PVP
GC – plan with co-members
Cedillo PVR
Cedillo DOM
Gather materials for Cedillo
Cedillo SEAMS
Cedillo NVF
Update Files for Cedillo
Cedillo ENTR PEN DOCS – ASQ-3, ASQ-SE, LSP
Cedillo INTAKE
YMCA Fall festival recruitment
Mental Health Aid training - adults - PD
AC training-Disability Inclusion & Reasonable Accommodation; Civic Engagement
Penelope Training – Module 1 & Module 2
Assessment training - SEAMS
PAT training – Curriculum one; Autism within Families
Meetings – AC huddle, reflective supervision
Kelly Memorial Food Pantry VOL

DR – Requested Starbucks gift cards for Coffee with PAT

United Way of El Paso County

Weekly Time Distribution Form

Name: _____ **Week Beginning:** September 1 - 5 **Total hours to date:** -

AmeriCorps Texas

	Time		Training			Service				Fundraising	PTO		
	In	Out	AC Orientation	PAT/RN Training	Professional Development	Mtgs/Gen	PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
Monday													
0.00													-
Tuesday													
0.00													-
Wednesday	**8:30 AM**	**12:00 PM**											
1-Sep	**1:00 PM**	**5:00 PM**											
7.50													-
Thursday	**8:30 AM**	**12:00 PM**											
	1:00 PM	**5:00 PM**											
7.50													-
Friday	**8:30 AM**	**12:00 PM**											
	1:00 PM	**5:00 PM**											
7.50													-
Saturday													
0.00													-
Sunday													
0.00													-
Total	**22.50**		-	-	-	-	-	-	-	-	-		-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

Accomplishments (Description box)	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday 9/6/2021						
0.00						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**30.00**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: September 6 - 12 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
					H	
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

ın box)

rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
9/13/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: September 13 - 19 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
9/20/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: September 20 - 26 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
9/27/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
10/1/2021	**1:00 PM**	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: September 27-October 3 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: _____ **Date:** _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
10/4/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: October 4 - 10 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
10/11/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: October 11-17 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
10/18/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: October 18 -24 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
10/25/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday 10/31/2021						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: October 25 - 31 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

n box)

rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
11/1/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
10/1/2021	**1:00 PM**	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: November 1 - 7 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

ın box)

rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
11/8/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: November 8 - 14 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

ın box)

rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
11/15/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: November 15 - 21 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

ın box)

rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
11/22/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday						
25-Nov						
0.00						
Friday						
11/26/2021						
0.00						
Saturday						
0.00						
Sunday						
0.00						
Total	**22.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	HOLIDAY
Friday	HOLIDAY
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: November 22 - 28 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
					H	
						-
					H	
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

n box)

rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
11/29/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
12/1/2021	**1:00 PM**	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: November 29 - December 5 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
12/6/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: December 6 - 12 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
12/13/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: December 13 - 19 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
12/20/2021	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday						
12/24/2021						
0.00						
Saturday						
0.00						
Sunday						
0.00						
Total	**30.00**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	Holiday
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: December 20 -26 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
					H	
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday						
12/27/2021						
0.00						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday						
12/31/2021						
0.00						
Saturday 1/1/2022						
0.00						
Sunday						
0.00						
Total	**22.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	Holiday
Tuesday	
Wednesday	
Thursday	
Friday	Holiday
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: December 27 - January 2 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
					H	
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: _____ **Date:** _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
1/3/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: January 3 - 9 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
1/10/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: January 10 - 16 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
1/17/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: January 17 - 23 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
1/24/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: January 24 - 30 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	RECR/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
1/31/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
2/1/2022	**1:00 PM**	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: January 31 - February 6 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
2/7/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: February 7 - 13 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
2/14/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: February 14 - 20 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: _____ **Date:** _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
2/21/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: February 21 - 27 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

n box)

rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
2/28/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
3/1/2022	**1:00 PM**	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: February 28 - March 6 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
3/7/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: March 7 - 13 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

n box)

rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
3/14/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: March 14 - 20 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

n box)

rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
3/21/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: March 21 - 27 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
3/28/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
4/1/2022	**1:00 PM**	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: March 28 - April 3 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
4/4/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: April 4 - 10 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
4/11/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: April 11 - 17 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
4/18/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: April 18 - 24 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
4/25/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday 5/1/2022						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: April 25 - May 1 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
5/2/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: May 2 - 8 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
5/9/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: May 9 - 15 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

	Time		Training			
AmeriCorps Texas	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
5/16/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: May 16 - 22 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
5/23/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: May 23 - 29 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday						
5/30/2022						
0.00						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
6/1/2022	**1:00 PM**	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**30.00**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: May 30 - June 5 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
					H	
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

	Time		Training			
AmeriCorps Texas	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
6/6/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: June 6 - 13 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
6/13/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: June 13 - 19 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
6/20/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

nning: June 20 - 26 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: _____ Date: _____

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
6/27/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
7/1/2022	**1:00 PM**	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: June 27 - July 3 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday						
7/4/2022						
0.00						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**30.00**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: July 4 - 10 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
					H	
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

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rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
7/11/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: July 11 - 17 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

ın box)

rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
7/18/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: July 18 - 24 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

ın box)

rvisor Signature: **Date:**

Name: _____ **Week Begir**

AmeriCorps Texas

	Time		Training			
	In	Out	AC Orientation	PAT/RN Training	PRO Dev	Mtgs/Gen
Monday	**8:30 AM**	**12:00 PM**				
7/25/2022	**1:00 PM**	**5:00 PM**				
7.50						
Tuesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Wednesday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Thursday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Friday	**8:30 AM**	**12:00 PM**				
	1:00 PM	**5:00 PM**				
7.50						
Saturday						
0.00						
Sunday						
0.00						
Total	**37.50**		-	-	-	-
			#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

	Accomplishments (Descriptio
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

AmeriCorps Signature: _____ **Date:** _____

ıning: July 25 - July 29 **Total hours to date:** -

Service			Fundraising	PTO		
PAT/PEN	REC/COM	VOL	FUND	Hours	Type	Total
						-
						-
						-
						-
						-
						-
						-
-	-	-	-	-		-
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

ın box)

rvisor Signature: **Date:**

AmeriCorps Parents as Teachers Program (PAT)
Timekeeping & Teleservice Policy
Exhibit E
2021-2023

1. Timekeeping

In order to ensure compliance with the Member Service Agreement (MSA) and allowable activities under the AmeriCorps program, AmeriCorps Members must complete electronic timesheets daily and submit on a weekly basis. Timesheets must be descriptive, comprehensive and complete to be accepted. Site institutes necessary safety precautions for members.

1.1 Members are required to complete timesheets on a daily basis using the timesheet template provided.

1.2 Members shall certify (complete, review and sign) timesheets weekly no later than Monday at 5pm, following a full week of service.

1.3 Members are required to document the following in detail on every timesheet:

1.3.1 For each day: in the "description box": Members will record the time their AmeriCorps hours began, the time they began their lunch break, the time they returned from their lunch break, and the time they ended their AmeriCorps hours

1.3.2 For each day: the number of hours completed, listed under the appropriate category of hours (Service, Training, or Fundraising, etc.)

1.3.3 For each day: the AmeriCorps activities the Member performed

1.3.4 Member signature and date of signature (date must be the date of the last day of hours documented on the timesheet or after)

1.3.5 *Any timesheet missing the above documentation, documenting disallowed or incorrect information, or containing whiteout is not a valid timesheet and will not be accepted.

1.4 To electronically sign a timesheet, the Member must include their full name (first and last) as well as the last four digits of their social security number on the signature line.

1.5 Before submitting timesheets, Members are responsible for ensuring that timesheets are complete, comprehensive and correct, including the addition of total hours served for the week and the cumulative service term. In addition, timesheets should be converted to PDF before submitting to ensure no changes are made after signature and submission.

1.6 Timesheets are submitted via email to the United Way Human Resources Specialist every Monday by 5:00pm.

1.7 If the Human Resources Specialist does not receive a Member's timesheet by 5:00pm on Monday, she will contact the Member and document the event. Members who do not submit their timesheets by the deadline 3 times or more will be suspended for one day. The suspension will result in the Member not being allowed to serve AmeriCorps hours on that day and the Member will not receive their allocated living allowance for that day.

1.8 After submission, the Human Resources Specialist will review timesheets for compliance with correct tracking and addition of hours. The timesheet will then be passed to the Program Supervisor for verification of service activities and final signature

2. Teleservice

AmeriCorps Members are typically not eligible for teleservice within the United Way Parents as Teachers (PAT) program. However, with prior approval from the Host Site Supervisor and Program Supervisor, there are a few circumstances where teleservice is allowed.

Examples of these circumstances are as follows:

1. Closure of host site
2. Lag time between personal visits where it is not reasonable to return to host site
3. Unforeseen circumstances related to disaster or emergency scenarios

Specifically, due to the COVID-19 pandemic, teleservice policies must remain flexible to accommodate local directives and guidelines. The United Way of El Paso County (UWEPC) AmeriCorps program recognizes the precautions necessary in order to decrease the spread of COVID-19 in El Paso County. The UWEPC office and partner host sites may be closed or limited in access during the program year, asking Members to complete service hours virtually or without a consistent work station.

If asked to serve hours remotely, the Member is allowed to use a home workspace abiding by the following conditions:

1. The home location must have adequate access to internet and phone service.
2. The Member must possess a working laptop with needed accessories including access to program applications and functions.
3. The Member must provide email updates to the AmeriCorps Parents as Teachers Program Supervisor on a daily basis (Monday – Friday) detailing the activities completed and time allocated. This includes updating electronic timesheets, using the provided template, at the completion of each day.
4. The Member must complete service hours relevant to the Parents as Teachers service description and provide adequate justification or time spent on each activity.

In order to continue teleservice from home, the Member must immediately alert the AmeriCorps Parents as Teachers Program Supervisor of any change in circumstance.

If any of the conditions listed above are not met by the AmeriCorps Member, the AmeriCorps Parents as Teachers Program Supervisor reserves the right to discontinue teleservice privileges.

AmeriCorps Texas

United Way of El Paso County

AmeriCorps Parents as Teacher Program
Member Performance Evaluation
Exhibit F
2021-2023

Member Name:	**Supervisor:**
Position Title:	**Placement Site:**
Position Type: ☐FT ☐ HT ☐ RHT ☐ QT ☐ MT ☐ EAO **Hours completed to date:** _____ of _____	**Review Period:** **Type of Evaluation:** ☐ Midyear ☐ End of Term

I. PURPOSE

AmeriCorps member development is a key component of effective national service programming. Service is a pathway to employment and career success for AmeriCorps members. Performance evaluations are intended to be a mutual exchange of information, enabling members to progress toward their optimal performance potential. Therefore, providing candid responses is very important.

II. SUMMARY OF OVERALL PERFORMANCE

As per 45 CFR § 2522.220 of the AmeriCorps Provisions and FAQ C.75, an AmeriCorps member (participant) will only be eligible to serve a second or additional term of service if that individual has received satisfactory performance review(s) for any previous term(s) of service in accordance with the requirements of paragraph (d) of this section. Mere eligibility for a second or further term of service in no way guarantees a participant selection or placement.

1. **Member Hours**
   a. Mid-Term: Is the participant on track to complete the required number of hours per his/her member service agreement?
      ☐ Yes
      ☐ No

   b. End of Term: Did the participant complete the required number of hours per his/her member service agreement?
      ☐ Yes
      ☐ No

2. **Assignment/Task Completion**
   a. Mid-Term: Is the participant on track to satisfactorily complete assignments, tasks, or projects?
      ☐ Yes
      ☐ No

   b. End of Term: Did the participant satisfactorily complete assignments, tasks, or projects?
      ☐ Yes
      ☐ No

3. **Other Performance Criteria**
   a. Mid-Term: Is the participant on track to meet any other performance criteria which were clearly communicated both orally and in writing at the beginning of the term of service?
      ☐ Yes
      ☐ No

   b. End of Term: Did the participant meet any other performance criteria which were clearly communicated both orally and in writing at the beginning of the term of service?
      ☐ Yes
      ☐ No

4. **FINAL EVALUATION ONLY: Was the member's overall performance satisfactory, and based on his/her performance, should the member be eligible for an additional term and the Segal Education Award?**
   **If you answer "No" for this question, it will affect the individual's eligibility to receive an education award at the end of term and prevent him/her from serving again as an AmeriCorps member, as per federal AmeriCorps regulations.*
      ☐ Yes
      ☐ No

III. PROGRAM- OR POSITION-SPECIFIC PERFORMANCE

5. **Position-Specific Performance**
   a. Mid-term: Is the participant completing the required minimum of 15 visits per month (for parent educators)? Is the participant completing the required group connections & events (resource navigators)?
      ☐ Yes
      ☐ No
   b. End of Term: Did the participant fulfill the Parents as Teachers requirements such as Penelope data entries, personal visits, group connections & events, and child screenings?
      ☐ Yes
      ☐ No
6. **Task Completion**
   a. Mid-term: Is the participant on track to meet professional development hours required by the Parents as Teachers program? (First year of certification: 20 clock hours; Second year of certification: 15 clock hours; Third year of certification and beyond: 10 clock hours)
      ☐ Yes
      ☐ No
   b. End of Term: Did the participant complete professional develop hours required by the Parents as Teachers program? (First year of certification: 20 clock hours; Second year of certification: 15 clock hours; Third year of certification and beyond: 10 clock hours)
      ☐ Yes
      ☐ No

7. Key Rating Performance
   Evaluation: Mid-Term ☐ OR End-Term ☐
   Please use this rating key for the following evaluation:

5 = Outstanding—Distinguished performance
4 = Highly Effective—Noticeably better than standard performance
3 = Fully Productive—Fully acceptable performance
2 = Needs Improvement—Performance shows noticeable need for improvement
1 = Unacceptable—Performance is below the acceptable level
N/A = Not Applicable—Insufficient evidence to determine a rating

Competency: Communication Skills	
	Interacts well with fellow AmeriCorps members, staff, and/or other program stakeholders
	Handles grievances and conflict management maturely
	Represents the program professionally
	Sensitivity—Demonstrates an interest in and respect for others
Comments:	
Competency: Individual Development	
	Demonstrates creativity and/or resourcefulness in resolving challenges
	Accepts feedback from others and has improved in relevant skills during term of service
	Identifies ways for self and others to engage in community service
	Applies knowledge, skills, and attitude gained through service
Comments:	
Competency: Leadership Ability	
	Works independently. Self-managing and resourceful
	Shows initiative and self-motivation, ability to overcome obstacles
	Demonstrates decision-making and organizational skills
	Demonstrates group facilitation skills
Comments:	

IV. ACKNOWLEDGEMENT

I acknowledge that I have received a copy of this performance evaluation and that I have had an opportunity to discuss it in detail with my supervisor. I further acknowledge that a copy of this evaluation will be added to my AmeriCorps member file.

I understand that receiving a "No" on question 4 above will affect my eligibility to receive an education award at the end of my term of service and/or will prevent me from serving again as an AmeriCorps member, as per federal AmeriCorps regulations.

If I have any objections to the information contained within this evaluation, I will submit them in writing and a copy of my written objections will be added to my AmeriCorps member file.

Member Signature	Date
Supervisor Signature	Date

AmeriCorps Parents as Teachers Program (PAT)
Exhibit GH – Non-duplication and Non-displacement
2021-2023

SEC. 177. [42 U.S.C. 12637]

(a) NONDUPLICATION.

(1) IN GENERAL.—Assistance provided under the national service laws shall be used only for a program that does not duplicate, and is in addition to, an activity otherwise available in
the locality of such program.

(2) PRIVATE NONPROFIT ENTITY.—Assistance made available under the national service laws shall not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency that such entity resides in, unless the requirements of subsection (b) are met.

(b) NONDISPLACEMENT.

(1) IN GENERAL.—An employer shall not displace an employee, position, or volunteer (other than a participant under the national service laws), including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving assistance under the national service laws.

(2) SERVICE OPPORTUNITIES.—A service opportunity shall not be created under the national service laws that will infringe in any manner on the promotional opportunity of an employed individual.

(3) LIMITATION ON SERVICES.

(A) DUPLICATION OF SERVICES.—A participant in a program receiving assistance under the national service laws shall not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

(B) SUPPLANTATION OF HIRING.—A participant in any program receiving assistance under the national service laws shall not perform any services or duties, or engage in activities, that—

(i) will supplant the hiring of employed workers;
or
(ii) are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.

(C) DUTIES FORMERLY PERFORMED BY ANOTHER EMPLOYEE.—
A participant in any program receiving assistance under the national service laws shall not perform services or duties that have been performed by or were assigned to any—

(i) presently employed worker;
(ii) employee who recently resigned or was discharged;
(iii) employee who—

(I) is subject to a reduction in force; or (II) has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
(iv) employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
(v) employee who is on strike or who is being locked out.

Board of Trustees

Meeting Date: 8/24/2021

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Recommendation to approve the Interlocal Agreement between Canutillo ISD and El Paso County Juvenile Justice Alternative Education Program (JJAEP) for the 2021-2022 school year.

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

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☑ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Dr. Monica Reyes, Executive Director, Student Support Services

Signature of Requester(s)

8/9/21

Signature of Presenter(s)

Elizabeth B. Sida 8/9/21

Business Services Approval (Initials) *Date*

Agenda Summary:
Per FODA (Legal), the district and the county shall enter into a joint Memorandum of Understanding (MOU) for students who have been placed in JJAEP to receive grade level instruction.

RECOMMENDATION: It is administration's recommendation that the Board approce the Interlocal Agreement with El Paso County Juvenile Justice Alternative Education.

PRIOR BOARD ACTION: Yes **AWARDED:** 9/22/20 **AWARDED AMOUNT:** N/A

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT:
Student Support Services Department

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

IMPLEMENTATION TIMELINE:
2021-2022 school year

ATTACHMENT(S): ✔ MOU between Canutillo ISD and El Paso Country Juvenile Justice Alernative Education and Exhibits A through G1

IN THE STATE OF TEXAS
COUNTY OF EL PASO

INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF EL PASO COUNTY JUVENILE ALTERNATIVE EDUCATION PROGRAMS PURSUANT TO CHAPTER 37 OF THE TEXAS EDUCATION CODE MEMORANDUM OF UNDERSTANDING

This Interlocal Agreement is made by and between the El Paso County Juvenile Board, hereinafter referred to as the "Board", and the Ysleta Independent School District, hereinafter referred to as "YISD", Ysleta Board of Trustees, hereinafter referred to as "YISD Board"; El Paso Independent School District, Anthony Independent School District, Canutillo Independent School District, Socorro Independent School District, Fabens Independent School District, San Elizario Independent School District, Tornillo Independent School District and Clint Independent School District hereinafter collectively referred to as "Districts" and individually as "Participating District" and are joined for purposes of establishing the respective responsibilities of the Board and the Districts. Nothing herein shall create a direct contractual relationship between the Districts and YISD in its capacity as provider agent or provider of Juvenile Justice Alternative Education Program (JJAEP) services.

The purpose of this Agreement is for the establishment by the Board of a JJAEP approved by the Texas Juvenile Justice Department and operated by the YISD, for the Districts' students as permitted by § 37.011(e) of the Tex. Educ. Code. This Agreement will serve to combine into one system the operational, programmatic and educational standards for the JJAEP required by the Tex. Educ. Code, § 37.011(e) and Title 37 of the Tex. Admin. Code, Chapter 348. (37 TAC § 348). The JJAEP shall serve, and the El Paso County Juvenile Probation Department shall be responsible for funding only placements of students enrolled at the Participating Districts who have been expelled from school for conduct for which expulsion is mandatory under Tex. Educ. Code § 37.007(a), (d) and (e). The academic mission of the program is to enable students to perform at grade level. The program shall be located at YISD-Cesar Chavez Academy, 7814 Alameda Ave, El Paso, Texas, 79915.

DUTIES OF THE JUVENILE BOARD AND JJAEP ADMINISTRATOR

For provision of JJAEP services as consideration for YISD's operation of the educational component of the JJAEP and acting provider for the JJAEP, the Juvenile Board, by and through the County of El Paso, agrees to pay YISD, the amount approved per day by the Texas Juvenile Justice Department for each YISD or other Participating District student's enrollment in the JJAEP, utilizing state-appropriated funds from the Texas Juvenile Justice Department funds for the applicable school year, and pass-through funding provided by the Participating Districts. It is understood by the YISD that the daily rate of compensation for educational services is determined by the State of Texas and is subject to change throughout the year. Said fee will be paid to the attention of YISD's Chief Financial Officer on a quarterly basis, with the first payment due December 15 of the applicable school year, with all fees paid no later than 60 days following the conclusion of the respective school year.

The Board and the JJAEP Administrator will monitor compliance and performance and will conduct an annual JJAEP Performance Review between the conclusion of the school year and prior to the next school year to determine JJAEP effectiveness. The JJAEP Administrator will also conduct an annual JJAEP Management review of the overall JJAEP operations before the beginning of the next year. The JJAEP Administrator will provide copies of both reports to the YISD School Board President, Trustees and the Superintendent within 30 days of Juvenile Board review.

DUTIES OF YISD AND THE DISTRICTS

Specifically, YISD shall provide facilities, personnel and services necessary to operate on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department as outlined under Chapter 348 as permitted by § 37.011(e) of the Tex. Educ. Code ("JJAEP Services"). The educational components of the JJAEP shall be subject to the policies adopted by the YISD Board of Trustees. YISD shall follow the programmatic and process components of the JJAEP as outlined in the El Paso County JJAEP Policies, Procedures and Texas Administrative Code Standards under Chapter 348.

YISD agrees to continue the provision of personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (C.O.O.P) for online instruction that can provide educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Administrative Code (Chapter 348), the Texas Juvenile Justice Department, Department of Public Health and the Local Health Authority. Such C.O.O.P. must address any changes to the JJAEP educational components in the event of a pandemic or natural disaster. YISD agrees to provide a copy of YISD JJAEP Plan of Action that outlines instructional time (synchronous/asynchronous, traditional, hybrid, online), student and staff safety plan, transportation, meal and searches plans, attendance recording keeping plan, and other matters related to operations before the beginning of SY 2021-2022 and as the plan is revised throughout the school year in relation to JJAEP matters.

With respect to each Participating District, to include YISD, each Participating District agrees to fulfill requirements pursuant to this Agreement and as outlined in the El Paso County JJAEP Policies, Procedures and Texas Administrative Code Standards in order to facilitate a successful transition to and from the JJAEP.

TERMS OF PLACEMENT DUE TO EXPULSION

In order to be expelled for placement in the JJAEP, Participating District must: expel students pursuant to a mandatory expulsion offense listed in § 37.007(a), (d), or (e) of the Texas Education Code. A list of the applicable **MANDATORY EXPULSIONS OFFENSE CODES** is included in (**EXHIBIT "A")** attached hereto. A student must be expelled for a minimum of 75 school days but not to exceed 180 program days, unless special circumstances apply. In the event a student age ten and over is expelled under a mandatory expulsion and is enrolled in an elementary school, 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. 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, 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.

The Participating District must provide a copy of the expulsion notice and all information to the El Paso County Juvenile Probation Department pursuant to § 37.007 of the Texas Education Code and Sec. 52.041 of the Tex. Fam. Code no later than two (2) school days after the final appeal hearing is concluded and decision to expel is upheld. Failure to provide such written notice shall result in the child remaining in the Participating District's educational program. Expulsion packet must include the expulsion notice and parent notification containing the students name, DOB, student's ID #, the TSDS number, LEA report number, expulsion term (specific end date), and any special programs such as SPED or 504 documentation.

Upon JJAEP formal acceptance by JJAEP Administrator, the Participating District agrees to immediately provide all necessary school withdrawal and educational records, to include transcripts and any special education paperwork, to the JJAEP Campus to ensure the development of an appropriate and timely JJAEP entry educational plan within three (3) school days of JJAEP acceptance determination. Required school records are outlined in the **JJAEP SCHOOL RECORDS REQUEST FORM (EXHIBIT "B").**

The Participating District(s) and JJAEP campus agree to collaboratively facilitate the completion of the JJAEP Intake at the JJAEP campus within five (5) to seven (7) school days of JJAEP acceptance. The aim will be to minimize any delay or lapse in youth's attendance to JJAEP educational services. Any youth placed in DAEP, while waiting for JJAEP placement will be credited those days towards JJAEP term.

Students who are expelled into the JJAEP and are accepted but do not enroll under the JJAEP due to parents withdrawing the student, the student will remain eligible for JJAEP expulsion upon enrolling back into a formal school district. The expelling district would need to hold another expulsion hearing and provide a new expulsion term along with the required expulsion packet.

A Participating District may expelled a student for conduct as provided in TEC Sec. 37.007 (b)(1), specifically terroristic threat under section 22.07 (c-1), (d), or (e) Penal Code. 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 aforementioned on this agreement.

TERMS OF EXIT

A JJAEP student must be removed from the JJAEP program upon completion of the earliest of the following: completion of the court ordered supervision or deferred prosecution terms and conditions, completion of the expulsion term which was the basis of the JJAEP placement, Participating District decision to remove the JJAEP student from JJAEP placement due to 75 day placement review hearing decision; decline or dismissal of the JJAEP felony charge by Court or Prosecutor, withdrawal from JJAEP by student's parent, or withdrawal from JJAEP due to "Inactive" Status of 30 consecutive

school days. Except in cases where a parent, guardian, or custodian withdraws a student, the JJAEP must notify the student's parent, guardian, or custodian in writing of the student's withdrawal from the JJAEP prior to the withdrawal date unless the date is not known prior to the withdrawal. The JJAEP must maintain this documentation.

Participating District agrees to attend and cooperate with YISD in the JJAEP Exit Transition Meeting to jointly develop an appropriate written exit plan *from* the JJAEP and transition plan *to* the home school. An academic review will be provided to include a review of courses attended, credits earned, credits pending, discipline and behavior progress or follow up areas, state assessment and/or IOWA skills test scores (Pre and Post), and attendance records for JJAEP term. As part of the JJAEP Exit transition meeting, Participating District agrees to initiate the development of the student's return schedule, outline strategies that will be implemented upon the students return to home school and link the student to the CIS (if applicable), the graduation coach, the at risk coordinator or designated Participating District staff charged with support and reentry services. 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, YISD Campus administrator, assigned probation officer or JPD representative, the student and the student's parent or guardian.

For a student expelled and placed in a JJAEP for a term of 75 school days or more, Participating Districts agree to attend a review upon a student's 75th school day in a JJAEP placement to consider early removal from the JJAEP Program based on youth's progress and/or other factors that may compel an early release from the JJAEP. On a case by case basis, upon the commencement of the school year, the JJAEP will hold, and participating districts will attend a placement review for returning JJAEP students that carried over from prior school year, have met the 75th day placement day in JJAEP and are recommended for early release based on progress and/or other factors. . The JJAEP agrees to facilitate placement review hearings and coordinate with the student's home district/ campus.

CURRICULUM AND ATTENDANCE

YISD shall provide a JJAEP which will serve the YISD and Participating Districts' students, complies with all applicable requirements under Chapter 37, Tex. Education Code, the State Board of Education, Texas Administrative Code (Chapter 348) and the Texas Juvenile Justice Department, including, but not limited to, a curriculum in English Language Arts, Mathematics, Science, Social Studies, Self-Discipline, and a high school equivalency program that meets requirements under 348.206 (b3) and administration of assessment instruments under Subchapter B Chapter 39 (State Assessment). All students enrolled in the JJAEP must take the statewide assessment as required under Section 39.023, Education Code. YISD and participating districts agree to the use of the online version of the Iowa Test of Basic Skills (ITBS) a nationally standardized achievement test and development of an academic plan to best meet a student's educational needs based, in part, on the data gathered from the ITBS. Each student serving a minimum of seventy five (75) school days shall be pre-tested no more than 10 school days after the student is enrolled into the JJAEP and each student serving a minimum of 65 school days in the JJAEP will be post-tested prior to exit from the JJAEP.

YISD shall work with student and parents to review the student's academic progress at least twice during JJAEP Placement and establish a specific graduation plan for the student (as applicable for high school students). At a minimum, an educational review will occur at the JJAEP intake and at the JJAEP exit transition meeting.

The Program shall operate at least seven hours a day for 180 school calendar days equaling 75,600 minutes of school. These minutes include lunch and passing times; the amount does not include early release, bad weather, or waiver days. A JJAEP student is noted as present if the student attends instructional time for a minimum of 4hrs. per day. Attendance days are verified using sign in sheets and attendance records for each enrolled JJAEP student. If a JJAEP student is detained, absent for a minimum of 10 consecutive school days, documented as a runaway, has an extended illness or medical reason, admitted on an inpatient basis into services, the student will be noted as inactive status; 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. A student that is maintained on inactive status for 30 consecutive school days shall be withdrawn on the 31st day.

The JJAEP must provide the juvenile probation department with monthly attendance records of juvenile probationers enrolled in the JJAEP. YISD agrees to complete the **JJAEP MONTHLY ACTIVITY REPORT (MAR) (EXHIBIT "C")** on a monthly basis on or before the third calendar day of each month. If the third calendar day of a month falls on a weekend or holiday, the report is due the next business day. YISD agrees that subsequent payments pursuant to this Agreement shall be paid based upon the information reported on the JJAEP Attendance records and Monthly Activity Report (MAR).

YISD agrees to serve youth up to the compulsory school attendance age, which has been raised to the age of the student's 19th birthday and utilize attendance procedures that encourage campus staff to reach out to families and determine the root causes of failure to attend school. Parents should immediately be notified of any unexplained absence, followed by other interventions such as phone calls and/or home visits to find what the issue behind repeated unexcused absences is. If an issue is identified as preventing a student from attending school, the JJAEP Campus Administrator or designee should determine whether there is any Truancy Prevention Measures (TPM) and adhere, to the extent possible to the El Paso County Truancy Prevention Plan to address the underlying risk factors that lead to truancy. TPM may include a plan to target the specific behavior contributing to the truancy; counseling; mediation; or in school or out-of-school suspension. If truancy measures as outlined in the El Paso County Truancy Prevention Plan fail, the YISD shall refer students to the District Attorney's Office or Truancy Court authorities in accordance with the timelines for JJAEP youth, which is within two school days. YISD must have written policies and procedures that specify which staff member is responsible for reporting absences by email transmission to the sending school and frequency. JJAEP Administrator must be copied on said e-mail transmission.

YISD agrees to provide written notification of school matters to a JJAEP student who is 18 years or older and acknowledges notification is not required to be given to a parent unless 1. Student has provided written consent, 2. Student has a disability and has provided consent as outlined under Chapter 1357, Estates Code, or 3. Student is a dependent student as defined in Section 152 of Internal

Revenue Code, and notification is received under the Individuals with Disabilities Education Act before the student reached 18 years of age.

PLACEMENT OF STUDENTS WITH DISABILITIES/ ADMISSIONS, REVIEW AND DISMISSAL

YISD shall provide educational services to those students eligible under the Individuals with Disabilities Education Act (IDEA), § 504 of the Rehabilitation Act of 1973 and English as a Second Language (ESL). The placement of a student with a disability who receives special education services into the JJAEP must be made in compliance with the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.). Special Education services must continue to provide any and all related services as outlined in the student's Individualized Education Plan (IEP).

Participating school districts may expel a student for a mandatory expulsion offense(s) involving weapons, illegal drugs, controlled substances, or inflicting serious bodily injury on another person at school, on school premises, or at a school function (20 USC Sec 1415(k); 34 CFR Sec. 300.520) who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or §504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission Review and Dismissal (ARD) or §504 committee is held. If the ARD or 504 committee determines that the alleged misconduct is not a manifestation of the student's disabilities, the student may be expelled for a minimum of 75 school days, but only **up to 45 days** if the alleged misconduct ***is*** a manifest of the student's disabilities.

Participating Districts agree to invite a representative of the JJAEP Campus to an incoming JJAEP student's ARD committee meeting as a non-consensus member. The Participating District shall provide reasonable notice of the ARD committee meeting to the administrator of the JJAEP and the JJAEP Administrator. As such, the administrator of the JJAEP or designee, agrees to attend the incoming JJAEP student's ARD committee meeting. Attendance of said meeting is essential in preparation of the incoming students' special education service needs.

If student is enrolled in special education services, the Participating District must provide a copy of the Admission, Review, and Dismissal report (ARD). The ARD committee documentation must be maintained for each special education eligible student to include, the most recent full and complete ARD meeting documentation, the manifestation determination ARD meeting documentation, and the most recent evaluation of eligibility for special education services.

If the JJAEP suspects that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services under IDEA in the future, it shall refer the student to his or her school district of residence for possible referral and evaluation in accordance with applicable statutes and regulations.

The JJAEP, in collaboration with the sending participating 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) and determinations must be documented.

TRANSPORTATION SERVICES

Transportation of students attending the JJAEP will be the responsibility of the student's Participating District. Neither the JJAEP, nor the Educational Fiscal Agent is responsible for transportation of students sent by other Districts attending the JJAEP, including students with disabilities who require transportation as a related service. The Participating District must have a transportation plan in place.

POLICY AND PROCEDURES AND STUDENT CODE OF CONDUCT

YISD shall follow the programmatic and process components of the JJAEP as outlined in the **EL PASO COUNTY JJAEP POLICIES, PROCEDURES AND STANDARDS**, attached hereto as (**EXHIBIT "D").** YISD shall establish and enforce the **EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (EXHIBIT "E")** that will supplement, but not replace the YISD Student Code of Conduct in accordance with Tex. Educ. Code § 37.001 and as required by Tex. Educ. Code § 37.011(c).

YISD, JJAEP Campus, and the JJAEP Administrator agree to engage in collaborative activities and attend quarterly meetings to educate, discuss and problem solve on any areas of concern and update on policy revisions or legislative updates that may impact JJAEP campus operations and services. Said meetings and activities shall be used to enhance or make changes to the El Paso County JJAEP Policies and Procedures, the El Paso County JJAEP Student Code of Conduct, and the El Paso County JJAEP Memorandum of Understanding. Documents must be approved by the El Paso County Juvenile Board, YISD School Board, and Participating District School Board and must be submitted to the Texas Juvenile Justice Department.

JJAEP EDUCATIONAL STAFF

JJAEP educational staff members shall be employees of YISD, and shall be subject to the personnel policies of the YISD and their respective Employee Code of Conduct. YISD shall ensure that all JJAEP staff members, including temporary, seasonal or substitute employees or volunteers have completed and passed a background check **prior to having "direct, unsupervised" contact with JJAEP students**. YISD agrees for all JJAEP employees (including substitutes that will work within a JJAEP for six weeks or more) operating under the JJAEP to attend the JJAEP New Employee Orientation and the JJAEP Annual Refresher as applicable.

YISD agrees to complete the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** for each employee assigned by YISD to work with JJAEP students. YISD will provide verification that any required certifications are current and that the individual has completed all training required by this chapter. YISD shall certify through the signature of the authorized Human Resource representative that their employee meets the required qualification for the position held. For carry-over YISD employees, the **JJAEP HR RECORDS AND CERTIFICATION FORM**

(EXHIBIT "F") shall be re-certified yearly and submitted to JPD/County no later than October 15th for each year.

YISD agrees to comply with 348.200(4d) in accordance with Chapter 341, and oversee that all JJAEP employees (including substitutes that will work within a JJAEP for six weeks or more) that do not meet the "professional" (certified teachers/ student aides/ paraprofessionals, nurse, physicians, commissioned law enforcement officers, etc) designation remain current through YISD training on Crisis Prevention Intervention, CPR and First Aid training and meet all requirements for certification as a Community Activities Officer as per TJJD established timelines.

Pursuant to Texas Administrative Code 350.100, the JJAEP is considered a Juvenile Justice Program and thus any YISD employees must adhere to the standards outlined under Chapter 358 (Identifying, Reporting, and Investigating Abuse, Neglect, Exploitation, Death and Serious Incidents) for students served under the JJAEP. YISD must assure that its employees and JJAEP Campus Administrators are familiar and adhere to the Texas Administrative Code § *358, Identifying, Reporting, Investigating Abuse, Neglect, Exploitation, Death and Serious Incidents; and required timelines; and Prison Rape Elimination Act.* These statutory provisions require individuals to report physical, sexual and/or mental health child abuse, neglect and exploitation within specific timelines; and require that all JJAEP campus personnel emphasize a zero tolerance policy and campus environment regarding any forms of sexual and physical abuse.

In such event, YISD shall also complete the **TJJD INCIDENT REPORT FORM (EXHIBIT"G")** and the **TJJD INTERNAL INVESTIGATION REPORT FORM (EXHIBIT "G-1")** and transmit this form along with any applicable documentation via e-mail and phone call to: 1.877.786.7263 and abuseneglect@tjjd.texas.gov and to JPD/County. YISD also agrees to report incident to law enforcement as required by Texas Administrative Code Chapters 348, and/or 358 and will also forward report to JJAEP Administrator via email by next work day.

RECORDS AND RETENTION

YISD shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, or Federal government, books, documents and other evidence pertaining to the cost and expenses of the operation of the JJAEP under this Agreement, hereinafter called the "Records. YISD shall maintain Records and documents for a minimum of seven years after the end of the contract period. If any litigation, claim, or audit involving these Records commences before the seven year period expires, the YISD contractor must keep Records and documents for not less than seven years or until all litigation, claims or audit findings are resolved; whichever is later.

SUPPLEMENTARY PROGRAM FUNDING

Each Participating District agrees to allow YISD to submit a grant for eligible JJAEP funds from the State and to reasonably cooperate in submission of such application. Priority of funds obtained from the State will be utilized to off-set educational expenses of Participating District, including YISD, and remaining funds may be used for expansion and improvement of the JJAEP.

EFFECTIVE DATE

This Agreement shall become effective on August 1, 2021, regardless of the date of execution by the parties. The parties agree that the authorized signature of any other Participating District who may join by counterpart creates a binding offer of such Participating District to participate in the establishment and operation of the JJAEP and shall be effective as to all signatories at such time as it is signed by YISD.

TERMINATION

This Agreement shall be in effect until July 31, 2022. The "Board" or "YISD" may give 30 days' written notice of termination. Notice of termination by any Participating District received by the YISD shall constitute effective notice of termination as to such party only, and shall be effective at the end of the then current contract year. The interlocal may be automatically renewed for subsequent one year terms for a minimum of two (2) years upon written agreement by the YISD and the El Paso County Juvenile Board.

YISD, Participating Districts, and the Juvenile Board agree that changes to the JJAEP Policy and Procedures, JJAEP Student Code of Conduct and JJAEP MOU may be approved with written agreement by YISD and the El Paso County Juvenile Board.

NOTICE

Notice to parties under this Agreement shall be sent by certified mail, return receipt requested, to those persons identified below in this agreement attached hereto and incorporated herein for all purposes and such persons as may be identified for purposes of notice by Districts which have joined in the Agreement by counterpart and maybe represented in this agreement. (See attached listing of contacts and address information)
Severability

If any part of this Agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and any prior understandings, written or oral agreements between them are merged into the Agreement.

INSPECTION OF RECORDS

Upon request by a party, all records of YISD made and kept pursuant to this Agreement are available for inspection at any time mutually convenient to YISD and the party, subject to the requirements of the Family Educational and Privacy Rights Act, 20 U.S.C.A. § 1232g and V.T.C.A., Government Code

Chapter 552, Public Information Act. Any cost of such inspection or copying shall be borne by the party requesting said services.

EXECUTION

This Agreement may be executed jointly or in counterpart and the authorized signature upon a counterpart of any Participating District whether or not named above creates the same binding commitment between the parties as if the Participating District had jointly executed this document, provided this Agreement is executed by YISD**.**

EQUAL EMPLOYMENT POLICIES

YISD affirms that it is an equal opportunity employer and does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services, programs or activities

FAILURE TO PAY

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

IMMUNITY

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

CHANGE OF CAMPUS LOCATION

Notice of a change of campus location shall be given 30 days in advance of any intended change or as soon thereafter as is possible and may be given pursuant to section Curriculum and Attendance herein instead of requiring an amendment to the terms of this agreement.

CONFLICT RELATED DOCUMENTS

In the event of a conflict or inconsistency that relates to the subject matter hereof between any of the terms of the following documents, the following order of precedence shall control: The El Paso County Juvenile Probation Department Policies And Procedures For Juvenile Justice Alternative Education Program and exhibits hereto.

YISD INTERLOCAL SY 2021-2022
CONTACTS AND ADDRESS INFORMATION

School District	Address
Clint Independent School District Arleen Parada, Board President	14521 Horizon Boulevard El Paso, TX 79928
Fabens Independent School District Orlando Flores, Board President	821 NE "G" Avenue Fabens, TX 79838
San Elizario Independent School District Sandra Licon, Board President	1050 Chicken Ranch Road San Elizario, TX 79849
Socorro Independent School District David O. Morales, Board President	12440 Rojas Drive El Paso, TX 79928
Tornllo Independent School District Marlene Bullard, Board President	19200 Cobb Avenue Tornillo, TX 79835
Ysleta Independent School District Cruz A. Ochoa, Board President	9600 Sims Drive El Paso, TX 79925
El Paso Independent School District Alfonso V. “Al” Valverde, Board President	6531 Boeing El Paso, Tx. 79925
Anthony Independent School District Angel J. Cuellar, Board President	840 6th St Anthony, Tx. 79821
Canutillo Independent School District Sergio Coronado, Board President	7965 Artcraft, El Paso Tx. 79932 PO Box 100, Canutillo, Tx. 79835
El Paso Juvenile Probation Department Roger Martinez, Chief Juvenile Probation Officer	6400 Delta Drive El Paso, Texas 79905
El Paso County Juvenile Board Honorable Yahara Lisa Gutierrez, Chairperson	500 E. San Antonio El Paso, Texas 79901

JJAEP SY 2021-2022 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 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

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

EL PASO COUNTY JUVENILE BOARD

By: Yahara Lisa Gutierrez
Honorable Judge Yahara Lisa Gutierrez
65th District Court

Date: July 28, 2021

APPROVED AS TO CONTENT:

Chief Juvenile Probation Officer, Roger Martinez

08-02-2021
Date

Assistant County Attorney

7-19-21
Date

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

EL PASO COUNTY JUVENILE BOARD

By: Yahara Lisa Gutierrez
Honorable Judge Yahara Lisa Gutierrez
65th District Court

Date: July 28, 2021

APPROVED AS TO CONTENT:

Chief Juvenile Probation Officer, Roger Martinez

08-02-2021
Date

Assistant County Attorney

7-19-21
Date

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST: **CANUTILLO INDEPENDENT SCHOOL DISTRICT**

By:_____
Board Secretary

By:_____
Mr. Sergio Coronado, Board President

Date:_____

Date:_____

Juvenile Justice Alternative Education Offense Codes

TEXAS JUVENILE JUSTICE DEPARTMENT

2017/18 and 2018/19 School Years SY 21-22 JC

**New items shown in italics*

Offense Code	Offense Description	Offense Type
37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02 (a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory
37.007A12B	*Unlawful Weapon: Location-Restricted Knife [PC 46.02 (a)] [EC 37.007 (a)(1)] (For students who are under the age of 18.)*	Mandatory
37.007A12C	Unlawful Weapon: Club [PC 46.02 (a)] [EC 37.007 (a)(1)]	Mandatory
37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]	Mandatory
37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05 (a)(2)] [EC 37.007 (a)(1)]	Mandatory
37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05 (a)(3)] [EC 37.007 (a)(1)]	Mandatory
37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05 (a)(4)] [EC 37.007 (a)(1)]	Mandatory
~~37.007A15E~~	~~Prohibited Weapon: Knuckles [PC 46.05 (a)(5)] [EC 37.007 (a)(1)] (to be de-activated)~~	~~Mandatory~~
37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05 (a)(6)] [EC 37.007 (a)(1)]	Mandatory
37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]	Mandatory
37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05 (a)(8)] [EC 37.007 (a)(1)]	Mandatory
37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05 (a)(9)] [EC 37.007 (a)(1)]	Mandatory
37.007A15J	*Prohibited Weapon: Improvised Explosive Device [PC 46.05 (a)(7)] [EC 37.007(a)(1)]*	Mandatory
37.007A2A1	Aggravated Assault	Mandatory
37.007A2A2	Aggravated Sex Assault	Mandatory
37.007A2A3	Sex Assault	Mandatory
37.007A2B	Arson	Mandatory
37.007A2C1	Murder	Mandatory
37.007A2C2	Capital Murder	Mandatory
37.007A2C3	Attempted Murder	Mandatory
37.007A2D	Indecency With A Child	Mandatory
37.007A2E	Aggravated Kidnapping	Mandatory
37.007A2F	Aggravated Robbery	Mandatory
37.007A2G	Manslaughter	Mandatory
37.007A2H	Criminally Negligent Homicide	Mandatory
37.007A2I	Continuous Sex Abuse Of A Young Child Or Children (PC 21.02)	Mandatory
37.007A3	Felony Drug	Mandatory
37.007B1D	False Alarm	Discretionary
37.007B1E	Terroristic Threat	Discretionary
37.007B2A1	Misdemeanor Marijuana	Discretionary

Offense Code	Offense Description	Offense Type
37.007B2A1B	Misdemeanor Controlled Substance	Discretionary
37.007B2A2	Misdemeanor Dangerous Drug	Discretionary
37.007B2A3	Misdemeanor Alcohol	Discretionary
37.007B2B	Glue Or Aerosol Paint	Discretionary
37.007B2CA	Assault On A Teacher	Discretionary
37.007B2CB	Assault On An Employee	Discretionary
37.007B2D	Deadly Conduct	Discretionary
37.007B3A	Non-School Student On Student [EC 37.007 (a)(2)(A)]	Discretionary
37.007B3B	Non-School Student On Student [EC 37.007 (a)(2)(C)]	Discretionary
37.007B3C	Non-School Student On Student [EC 37.007 (a)(2)(F)]	Discretionary
37.007B4	'On or Within 300 Ft' Rule–Mandatory Offense [EC 37.007(b)]	Discretionary
37.007B5	Breach Of Computer/Computer Hacking	Discretionary
37.007C	Serious Misbehavior	Discretionary
37.007D(M)	Retaliation	Mandatory
37.007D(D)	Retaliation	Discretionary
37.007E	Federal Firearm	Mandatory
37.007F	Felony Criminal Mischief	Discretionary
37.309	Registered Sex Offender	Other
PROBCO1	Probation Placement	Other
PROBCO2	Court Order	Other
37.0081A	Title 5 Felony Criminal Homicide (EC 37.0081)	Discretionary
37.0081B	Title 5 Felony Murder (EC 37.0081)	Discretionary
37.0081C	Title 5 Felony Capital Murder (EC 37.0081)	Discretionary
37.0081D	Title 5 Felony Manslaughter (EC 37.0081)	Discretionary
37.0081E	Title 5 Felony Criminal Negligent Homicide (EC 37.0081)	Discretionary
37.0081F	Title 5 Felony Unlawful Restraint (EC 37.0081)	Discretionary
37.0081G	Title 5 Felony Kidnapping (EC 37.0081)	Discretionary
37.0081H	Title 5 Felony Aggravated Kidnapping (EC 37.0081)	Discretionary
37.0081I	Title 5 Felony Unlawful Transport (EC 37.0081)	Discretionary
37.0081J	Title 5 Felony Trafficking Of Persons (EC 37.0081)	Discretionary
37.0081K	Title 5 Felony Indecency With A Child (EC 37.0081)	Discretionary
37.0081L	Title 5 Felony Improper Photography Or Visual Recording (EC 37.0081)	Discretionary
37.0081M	Title 5 Felony Assault (EC 37.0081)	Discretionary
37.0081N	Title 5 Felony Sexual Assault (EC 37.0081)	Discretionary
37.0081O	Title 5 Felony Coercing, Soliciting, Or Inducing Gang Membership (EC 37.0081)	Discretionary
37.0081P	Title 5 Felony Aggravated Assault (EC 37.0081)	Discretionary
37.0081Q	Title 5 Felony Aggravated Sexual Assault (EC 37.0081)	Discretionary

37.0081R	Title 5 Felony Injury To A Child, Elderly Individual, Or Disabled Individual (EC 37.0081)	Discretionary
Offense Code	**Offense Description**	**Offense Type**
37.0081S	Title 5 Felony Abandoning Or Endangering Child (EC 37.0081)	Discretionary
37.0081T	Title 5 Felony Deadly Conduct (EC 37.0081)	Discretionary
37.0081U	Title 5 Felony Terrorist Threat (EC 37.0081)	Discretionary
37.0081V	Title 5 Felony Aiding Suicide (EC 37.0081)	Discretionary
37.0081W	Title 5 Felony Tampering With Consumer Product (EC 37.0081)	Discretionary
37.0081X	Title 5 Felony Harassment By Persons In Certain Correctional Facilities; Harassment Of Public Servant (EC 37.0081)	Discretionary
37.0081Y	Title 5 Felony Aggravated Robbery (EC 37.0081)	Discretionary
DOI	*Offense Identified in District of Innovation (DOI) Plans Provided by Sending School District*	Discretionary
PC 46.03	*Places Weapons Prohibited: Location-Restricted Knife (PC 46.03) (For students who are at least 18 years of age, or for students of any age, if the offense occurs at a restricted location.)*	Discretionary
37.0052	*Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior*	Discretionary

EL PASO COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

REQUEST FOR SCHOOL RECORDS

Name _____ DOB _____

JJAEP Campus _____ Request Date _____

We are requesting <u>COPIES</u> of the following:

____ Demographic
____ Birth Certificate
____ Social Security Card
____ Immunization Record
____ Copy of Cumulative Folder
____ Home Language Survey/LPAC Review
____ Current/In-Progress Report Card Grades
____ Discipline Referrals (for last academic year)
____ Student Code of Conduct (Acknowledgement Statement)
____ Signed Medical Release and Special Medical Needs
____ State Assessment (TAKS/STAAR) from previous grade level
____ Authorization to Release Confidential Information
____ Withdrawal Form from home school upon enrollment into JJAEP campus
____ ISD will inform JJAEP Administrator of students JJAEP start date
____ JJAEP IOWA Pre-test administered date

____ Withdrawal Form & Packet from JJAEP facility upon exit (must have the following):
_____Exit Data Reporting Form (completed in its entirety)
_____JJAEP IOWA Post- test administered date
_____Grades
_____ Credits (if applicable
_____ TAKS/STAAR (while in the JJAEP)
_____ Withdrawal form from JJAEP campus with (TSDS #)

____ JJAEP campus will provide the JJAEP Administrator with the date and time of scheduled Exit Transition Meeting.

<u>Special ED</u>

____ Last ARD **____ Transition Plan**
____ 504 Recommendations **____ Manifestation Determination**
____ IEP

Note: If a JJAEP student is identified as special education, the JJAEP campus will notify the JJAEP Administrator and provide any and all special education documents for the duration of the student's enrollment in JJAEP.

Jennifer Contreras, JJAEP Administrator
6400 Delta Dr.
El Paso, Texas 79905
(915) 849-2500
jecontreras@epcounty.com

Juvenile Justice Alternative Education Program Monthly Activity Report

TEXAS JUVENILE JUSTICE DEPARTMENT

County: _____ **Date:** _____

Person Preparing Form: _____ **Title:** _____

Month Ending: _____ **Phone:** _____

Activity During the Reporting Period	*Mandatory Expulsions*	*Discretionary Expulsions*	*Other Students**
Total number of days program operated			
Total number of actual student attendance days			
Total number of actual student absences			
Total number of Inactive days			
Number of students in program at beginning of reporting period			
Number of students added			
Number of students exited			

* "Other Students" denotes a child enrolled in JJAEP who has not been expelled from school (i.e. court ordered).

ALL BLANK SPACES SHOULD BE COMPLETED MONTHLY.

Return this Report To:

Texas Juvenile Justice Department
Division of Probation and Community Services - JJAEP
Post Office Box 12757
Austin, TX 78711

Fax: (512) 490-7715

Juvenile Justice Alternative Education Program Monthly Activity Report

TEXAS JUVENILE JUSTICE DEPARTMENT

Form Descriptions:

Report Period - The month and year for which you are supplying information.

Total Number Of Days Program Operated - The number of actual operation days during the report period.

Total Number Of Actual Student Attendance Days - The total for the report period and account for each day each student is in actual attendance at the JJAEP. Students must be present at least 4 hours to be counted.

Total Number Of Actual Student Absences - The total for the report period and account for each day each student is actually not in attendance.

Total Number Of Inactive Days - The total for the report period and account for each day each student is maintained as enrolled and not counted as absent or present from the JJAEP.

Number Of Students In Program At Beginning Of Reporting Period - The number of students active in the program on the 1st day of the month (should equal the number in program at ending of report period of the previous month).

Number Of Students Added - The number of students added to the program during the reporting period.

Number Of Students Exited - The number of students who left the program during the month.

Definitions:

Mandatory Expulsions:

This category should only include those students expelled under §37.007 (a), (d) or (e) of the Texas Education Code.

Discretionary Expulsions:

This category should only include students expelled under §37.007 (b), (c), or (f) of the Texas Education Code. This also includes §37.0081 Title 5 Felony offenses and §37.0081 Aggravated Robbery "*Off Campus"* (Penal Code 29.03).

Other:

This category should only include non-expelled students, including Registered Sex Offenders under §37.309. These are students that are typically placed in the JJAEP via a condition of probation or in rare instances voluntarily attend the JJAEP.

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT POLICIES AND PROCEDURES FOR JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

Ysleta Independent School District, El Paso County Juvenile Probation Department

6/22/2021

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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.

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

§348.102 DEFINITIONS

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

(1) Absent Days--The actual number of instructional days a student is enrolled and not in attendance at the JJAEP for a minimum of four (4) hours per day.
(2) Attendance Days--The actual number of instructional days a student is enrolled and in attendance at the JJAEP for a minimum of four (4) hours per day.
(3) Community Activities Officer--has the meaning assigned by Chapter 344.100 of this title.
(4) Inactive Status--Attendance status assigned to a student where the student is maintained as enrolled and not counted as absent or present from the JJAEP.

(5) Intensive Physical Activity--rigorous physical activity that involves rhythmic, repetitive physical activities that use large muscle groups with an increase in heart rate and respiration. This term does not include activities required as part of a physical education class.

(6) JJAEP Administrator-- a juvenile probation department employee designated by the chief administrative officer or governing board of a juvenile probation department as the person responsible for the overall management of the JJAEP.

(7) JJAEP Electronic Data Interchange (EDI) Extract--An automated process to extract and submit modified case records from the juvenile probation department's case management system to TJJD.
(8) JJAEP Staff Member--All full-time, part-time, temporary, seasonal employees and volunteers performing JJAEP related duties.

(9) Juvenile Justice Alternative Education Program (JJAEP)--An educational program operated by the juvenile board designated to serve students pursuant to Chapter 37, Education Code.

(10) Juvenile Probation Department (Department)--Has the meaning assigned by §344.100 of this title.

(11) Juvenile Probation Officer--Has the meaning assigned by §344.100 of this title.

(12) Juvenile Supervision Officer--Has the meaning assigned by §344.100 of this title.

(13) Sending School District--The school district that sends the notice of expulsion and/or documentation needed for a student to enroll in a JJAEP.
(14) TJJD --The Texas Juvenile Justice Department
(15) Exit Reason--The reason a student exits the JJAEP program. A student shall be accounted for in only one of the following categories:

(A) Completed program/returned to home school--Student's term of expulsion has expired or has been terminated early by the home school district.

(B) Completed program/term of probation expired--Student has returned to home school district due to expiration of probation order or term of probation placement in JJAEP ended.

(C) Completed program/term of placement ended--Student returned to home school district due to termination of expulsion status and probation status.

(D) GED Completion--Student has successfully tested and passed the high school equivalency examination.

(E) Graduated--Student has completed all necessary requirements to receive a high school diploma.

(F) Left Program Incomplete--Student has been terminated from the program due to:

(i) a probation modification or revocation;

(ii) an out-of-home placement;

(iii) being held in juvenile detention;

(iv) being held in jail;

(v) absconding (violation of conditions of release from detention or court order);

(vi) being committed to the Texas Youth Commission; (vii) being committed to the Texas Department of Criminal Justice; or

(viii) being truant or a runaway.

(G) Other--A student who left program due to out of county move, death, medical reason, other non-delinquency reason or withdrew to enroll in another educational program that is not provided by the student's home district (i.e., expelling school).

§348.104 INTERPRETATION AND APPLICABILITY

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

§348.106 WAIVERS AND VARIANCES

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

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

§348.200 PROGRAM ADMINISTRATION AND ORGANIZATION

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

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

YISD JJAEP will provide facilities, personnel and services necessary to operate on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department as outlined under Chapter 348 as permitted by § 37.011(e) of the Tex. Educ. Code ("JJAEP Services"). The educational components, to include but not limited to online instruction and distance learning, of the JJAEP shall be subject to the policies adopted by the YISD Board of Trustees. The JJAEP shall follow the programmatic and process components of the JJAEP as outlined in the El Paso County JJAEP Policies, Procedures and Texas Administrative Code Standards. The JJAEP school day start and end times are as follows: High School: 7:30am-315pm; Middle School: 7:30am-3:45pm. Any deviation from scheduled times must be reported to the JJAEP Adminitrator.

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

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

1. JJAEP policies and procedures, JJAEP Student Code of Conduct and applicable program forms will be copied onto Compact Discs (CD) and provided to the JJAEP Campus for provision to newly hired regular status employees, temporary employees and short and long term substitutes prior to working with JJAEP students.

2. The JJAEP Summary of Policies and Procedures **(APPENDIX A)** and JJAEP Student Code of Conduct **(APPENDIX B)** will be reviewed by a campus administrator or designee prior to having ***any*** contact with JJAEP students for all employees working with JJAEP students.
3. In order to facilitate proper review of JJAEP policies, this activity will be done upon the employee (regular status ISD or any substitute) first presenting at the JJAEP Campus by a campus administrator with instructions given to review policies prior to the scheduled JJAEP Orientation training.
4. The JJAEP Summary of Policies and Acknowledgement Form **(APPENDIX C)** will be signed and dated by all new incoming regular status employees, temporary employees and short and long term substitutes to support compliance pursuant to §348.202 and §348.224 of the Texas Administrative Code. Said forms also instruct employees to review entire policies prior to JJAEP NEO.
5. Short-term operational staff substitutes assigned to the JJAEP for less than six (6) weeks will be required to review and acknowledge electronic receipt of the JJAEP Summary Form of Policies and Procedures and Student Code of Conduct but will not be required to attend the JJAEP Orientation training.
6. All other employees to include new regular status ISD employees and long term substitutes assigned or expected to work at the JJAEP for more than six (6) weeks (continuous or intermittent) must attend the JJAEP Orientation within two weeks of JJAEP assignment to comply with the JJAEP standards.
7. The JJAEP Administrator or designee will conduct the orientation training and will review the priority areas of the JJAEP policies as part of the required JJAEP orientation training.
8. As part of the JJAEP annual refresher and staff development training scheduled at the beginning of the school year, the JJAEP Administrator will also provide all JJAEP staff with a JJAEP storage device.
9. The storage device contains the TJJD standards along with the JJAEP policies and procedures, the JJAEP Student Code of Conduct, the current inter-local agreement, applicable training power points, and all necessary forms and contact phone numbers needed for the operation of the program.
10. Upon receipt of the storage device each employee will sign and date the required acknowledgment form **(APPENDIX C).**
    a. If summary of policies and storage device is provided as part of new hire process, the Campus Administrator or designee will indicate their signature on the acknowledgement form and obtain the employee's signature. Copies of the acknowledgement form will be provided to each employee, campus administration and copy forwarded to the JJAEP Administrator by the same work day. Original acknowledgement form will be maintained by the JJAEP campus administrator.
    b. If storage device is provided as part of the annual refresher in person or remote training, the JJAEP Administrator will sign acknowledgement form (as the witness) and obtain employee's signature. Copies of the acknowledgement form will be provided to each employee, campus administration and original will be maintained by the JJAEP Administrator.
11. The YISD administrative personnel shall advise in writing when ISD personnel policies conflict and will result in non- compliance with the JJAEP Interlocal agreement, policies or TJJD standards. Such notification is required by October 1 and will require the state and/or JPD chain of command to be notified and further discussion to determine an appropriate course of action.
12. The YISD will have security and control procedures in place at every JJAEP location site. See Section 348.216: Security and Control.
13. It is the responsibility of Campus Administrators to require staff members (new and long term) to become thoroughly familiar with the JJAEP Program and the contents of the JJAEP Policies and Procedures Manual to ensure the safety of students and staff.
14. Campus Administrators must promote compliance and address staff when internal noncompliance to JJAEP standards is identified.

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

POLICY

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

PROCEDURE

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

(e) **JJAEP Performance Review.**

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

POLICY

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

The JJAEP Annual Performance Review is a composite of statistical, academic and non-academic performance measures on short and intermediate outcomes of the students served through JJAEP. The Annual Performance Review will be presented to the Juvenile Board for review and approval prior to its submission to TJJD, YISD School Board and Superintendent. Upon submission to TJJD, a copy of the Annual Performance Review will be provided to stakeholders. The report must be submitted to TJJD by October 1.

PROCEDURE

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

1. Number of students entering/exiting the program;
2. Reasons for student entries and exits;
3. Number of students eligible for special education services;
4. Student academic performance; as measured by passing rates and half credits (if applicable) for exited students.

5. Attendance rates;
6. Assessment scores for math and reading as measured by the IOWA;
7. Number of new arrests or referrals for students who exited the program
8. Number of Restraints (mechanical or personal)throughout the year;
9. Number of JJAEP Family Program Orientations held
10. Number of JJAEP exit transition meetings held in which a parent, Probation Officer and JJAEP Campus representative is present.
11. Number of youth that successfully complete Probation (Juvenile) or Deferred Prosecution term during or after completion of JJAEP term.
12. Number of New Employee Orientations and training hours

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

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

POLICY

The overall operation of the El Paso County JJAEP and respective policies and procedures shall be reviewed annually through a Management Review conducted by the JJAEP administrator and approved by the Director of Intake. The Management Review is for the JJAEP Administrator to assess certain topics (i.e., safety and security, inter-local cooperation, student code of conduct and efficiency) and identify any needed changes prior to the beginning of each school year. The review will help determine the continued relevance of policy and procedures to the mission of the JJAEP. All revisions, modifications, changes will be presented to the Juvenile Board for final approval.

PROCEDURE

1. Changes in TJJD (Texas Juvenile Justice Department), TAC (Texas Administrative Code) and/or TEC (Texas Education Code) standards as approved by the state legislature will be updated in the subsequent year's JJAEP Policies and Procedures and/or JJAEP Student Code of Conduct handbooks.
2. The JJAEP Administrator will obtain input from respective campus and ISD Personnel on a yearly basis to promote collaborative effort towards the efficient and effective operations of the JJAEP.
3. The Management Review will include, but is not limited to:
    (a) Safety and security;
    (b) Inter-local cooperation;
    (c) Student Code of Conduct;
    (d) Policies and Procedures
    (e) Efficiency
4. The JJAEP Administrator will use the **COMPLIANCE MONITORING ASSESSMENT (STANDARDS AND PROGRAM-APPENDIX E) and COMPLIANCE MONITORING ASSESSMENT (PHYSICAL PLANT-APPENDIX E-1)** and the County of El Paso Contract Monitoring System to track and report problem areas that may need to be addressed.
5. A JJAEP Compliance Monitoring Summary Report will be prepared based off the **COMPLIANCE MONITORING ASSESSMENT TOOLS (See APPENDIX E AND E-1)** summarizing compliance/non-compliance in all areas, corrective measures taken at the campus or administrative level and any subsequent issues of non-compliance.

a. The final versions will be submitted to Superintendent after presentation to the Juvenile Board as part of the Annual Management Review process. Such compliance report will be used as part of JJAEP performance measurement and quality assurance.

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

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

POLICY

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

PROCEDURE – DUTIES OF THE JJAEP ADMINISTRATOR

1. The JJAEP Administrator will ascertain that all areas of the program are monitored, reported and addressed on an ongoing basis to the respective campus administrator and/or the associate District Superintendent

overseeing the JJAEP Campus and as set forth in the JJAEP Inter-local Agreement, JJAEP Policies and Procedures, JJAEP Student Code of Conduct, and JJAEP Standards.

2. The JJAEP Administrator must also:
   a. Have access, maintain and secure the JJAEP employee and student files to safeguard social security numbers, background checks, and other required TJJD employee documents.
   b. Maintain statistical data as required by TJJD for monthly and annual TJJD and El Paso County Contract reporting requirements.
   c. Maintain good rapport with district officials, school administrators, school staff and probation officers to ensure effective and efficient operations of the JJAEP.
   d. Uphold programmatic standards and interact with students, families, ISD and JPD personnel to promote the student's educational growth and success.

348.200 (2) INSTRUCTIONAL STAFF MEMBERS.

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

POLICY

An Inter-Local Agreement made by and between the El Paso County Juvenile Board and the Ysleta Independent School District (YISD) and other districts in partnership with the JJAEP shall outline the required administrative, programmatic and supervision staff as outlined in 348.200 g (2-5)

The YISD shall employ adequate instructional staff and supervision to provide appropriate educational services to JJAEP students.

PROCEDURE

1. The El Paso County Juvenile Board shall contract with the YISD for the provision of instructional staff as dictated by TJJD Standards.
   a. The El Paso County JJAEP will serve students in the following school districts, which shall be bound by the terms of the JJAEP Inter- Local Agreement.
      (1) Socorro Independent School District (SISD)
      (2) Fabens Independent School District (FISD)
      (3) Clint Independent School District (CISD)
      (4) San Elizario Independent School District (SEISD)
      (5) Tornillo Independent School District (TISD)
      (6) Ysleta Independent School District (YISD)
      (7) Anthony Independent School District (AISD)
      (8) Canutillo Independent School District (CISD)
      (9) El Paso Independent School District (EPISD)
2. The Independent School Districts participating in the JJAEP through the established Inter-local Agreement shall ensure that all instructional staff has the appropriate certification and required training as required by the Texas State Board of Education and JJAEP standards.
3. The Independent School Districts participating in the JJAEP through the established Inter-local Agreement shall employ at least one certified teacher and the appropriate number of certified Special Education teachers

at each JJAEP location site as required by federal law and the State Board for Educator Certification. Instructional staff members include only:

a. Teachers who are certified, are highly qualified, and/or meet the teaching requirements of the organization providing education services at the JJAEP;
b. Certified educational aides; and
c. Substitute teachers.

4. The JJAEP campuss shall at all times provide at least one (1) instructional staff member for every twenty-four (24) students in attendance at the JJAEP.
5. The JJAEP campus will maintain a daily staff roster/time cards for all instructional and supervision staff working in the program and make such daily rosters/time cards available to the JJAEP Administrator upon request. The time cards must display the JJAEP instructional/supervision staff members name and position.
6. The daily rosters will be cross-referenced with monthly personnel and certification logs, discipline referrals, discipline reports, signed **JJAEP SUMMARY OF POLICIES AND ACKNOWLEDGEMENT FORMS** (**APPENDIX C**) of new employee and short/long term substitutes to monitor compliance to this standard.
7. The Campus Administrator or designee will review, provide and obtain signatures on the **JJAEP SUMMARY OF POLICIES (APPENDIX A)** and Acknowledgement form containing program forms and Student Code of Conduct prior to any and all substitute(s) or new employee(s) having any contact with JJAEP students. Such form also indicates the individual has cleared an ISD back ground check and staff was provided with the necessary information to begin initial work with the JJAEP population.
8. Such form will assist in the tracking of instructional and supervision staff and ensure compliance of this standard. Said form must be provided electronically to the JJAEP Administrator by the same day it is signed by the JJAEP Campus Administrator.
9. Campus Administrator or designee will submit the **JJAEP STAFFING AND CERTIFICATION LOG (APPENDIX F) on a monthly basis**, and outline all regular ISD employees (non-substitutes) to ensure compliance of instructional staff to student ratio. **Note: This monthly log will also be used to track CPR/First Aid and CPI certification and expiration dates and if the employee requires CAO certification.**

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

POLICY

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

PROCEDURE

1. Each El Paso County JJAEP campus shall not exceed the ratio of (1) one caseworker to (50) fifty students enrolled in the program.

2. School based caseworkers whom are required to leave the campus to complete JJAEP related duties (expulsion hearings, ARD meetings, home visits, and court hearings) shall be considered present for ratio purposes.
   a. A substitute caseworker is required when the regularly assigned caseworker is absent for more than 3 consecutive school days.
3. A JJAEP that employs caseworkers shall meet the minimum professional requirements and shall be licensed or certified, if required by their field.
   a. The JJAEP ISD may contract with Communities in Schools (CIS) to assist in providing services to the student and his/her family.
   4. The JJAEP campus will maintain a daily staff roster/time cards for all caseworkers working in the program each day and make such daily rosters available to the JJAEP Administrator.
5. The daily rosters will be cross-referenced with JJAEP administrator or JPO observations, certification logs, discipline reports, disciplinary referrals, or new employee and short term substitute JJAEP acknowledgement forms (**APPENDIX C**) to monitor compliance.
6. Any subcontractor providing caseworker services will undergo an NCIC/TCIC background checks and the required JJAEP new orientation and PREA training.

(4) SUPERVISION STAFF MEMBERS.
(A) The JJAEP must ensure an adequate number of supervision staff members are present during all operational hours. (B) Supervision staff members include drill instructors, educational aides, security personnel, juvenile supervision officers, juvenile probation officers, community activities officers, and behavior management staff. (C) Any staff member, excluding a certified physical education teacher, who participates in the administration of intensive physical activity must be a: (i) juvenile supervision officer; (ii) juvenile probation officer; or (iii) community activities officer who has received training in adolescent development and behavior, as required by §341.402 of this title. (D) Except for professionals as defined in §344.100 of this title who are providing services in their professional capacity, any staff member whose position may require supervising or transporting JJAEP students must be: (i) certified by TJJD as a juvenile probation officer, juvenile supervision officer, or community activities officer; or (ii) otherwise authorized to perform the duties of a certified juvenile probation officer, community activities officer, or juvenile supervision officer under §§341.400, 341.402, 343.428, 343.622, or 355.428 of this title, as applicable.
(5) OPERATIONAL STAFF MEMBERS.
(A) Operational staff members include instructional staff members, supervision staff members, caseworkers, and JJAEP administrators. (B) The JJAEP must maintain a ratio of at least one operational staff member for every 12 enrolled students.

(h) VERIFICATION DOCUMENTATION.
(1) The JJAEP must maintain a daily staff member roster, staff sign-in sheet, or other verification document that identifies each of the operational staff members who are present in the JJAEP each day. (2) The staff member roster, sign-in sheet, or other verification document must include the date, the time of entry and exit, the staff member's full name, and the staff member's position or title. Electronic records are acceptable for documenting whether staff members are present or absent.

POLICY

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

PROCEDURE

1. Operational Staff member to include instructional staff member, supervision staff and caseworkers will be provided at every JJAEP campus. Operational staff member to student ratio shall be 1 to 12 maximum. A small ratio allows for better control and behavior management due to the challenges involved in working with the JJAEP population.
2. JJAEP Staff are required to sign in and out on a daily basis on the required district staff roster. Staff Roster contains date, time of entry/exit, and staff member's full name and position/title and the ISD shall make such daily rosters available to the JJAEP Administrator. The daily rosters will be cross-referenced with JJAEP administrator or JPO observations, certification logs, discipline reports, and new employee and short term substitute JJAEP acknowledgement forms to monitor compliance.
3. Staff rosters or staff sign-in sheets and attendance records will be requested as needed or on a random basis as part of compliance monitoring.

4. On a random basis, the JJAEP Administrator will also observe classroom instruction and staffing ratios as part of compliance monitoring. No prior notice will be given.

COMMUNITY ACTIVITIES OFFICER (CAO)

Anyone who does not fall under the "professional" definition as defined in 344.100 of this title must receive training and be certified as a "Community Activities Officer" as defined in 344.402. The JJAEP Campus Principal or designee must inform the JJAEP Administrator by the start of the school year of each employee who will require to be certified as community activities officer for that school year. The JJAEP ISD will ensure identified staff members are current on First Aid/CPR and CPI training. The JJAEP ISD will allow identified staff members to attend required training as outlined in 344.626 and 344.630 at the earliest available timeframe to ensure compliance with 348. Any staff member identified to require the CAO certification and does not attend required training will not be authorized to work with JJAEP students until certified.

(a) To be eligible for certification, community activities officers must:

(1) Receive training and maintain current certification in:

(A) Cardiopulmonary resuscitation (CPR);

(B) First aid; and

(C) The personal restraints technique used by the department, if the department authorizes community activities officers to use personal restraints; and

(2) Receive training in the following topics:

(A) The policies of the department related to preventing, identifying, and reporting abuse, neglect, and exploitation.

(B) TJJD code of ethics and TJJD disciplinary procedures;

(C) Trauma – informed care;

(D) Verbal de-escalation policies, procedures, and practices;

(E) Standards regarding use of personal and mechanical restraints, including prohibited techniques and criteria for use.

(b) To be eligible for credit towards initial certification and renewal of certification, documentation of an on- the job training program must include the following elements, at a minimum:

(1) Name and signature of trainee;

(2) Name and signature of trainer(s)

(3) Signature of the supervisor/administrator

(4) Training topics

(5) Number of training hours of each topic; and

(6) Dates the topics were explained to the trainee, practiced by the trainee, and demonstrated by the trainee.

(c) Staff members who provide on-the-job- training must be qualified to do so based on knowledge, education, and/or experience.

(d) For the juvenile probation officers and juvenile supervision officers, a maximum of 40 hours of on-the-job training may be used to meet the initial certification or continuing education requirement in a certification period.

(e) For community activities officer, a maximum of 20 hours of on-the-job training may be used to meet the initial certification or continuing education requirement in a certification period. CIS Coordinators working within the YISD JJAEP are required to become certified as Communities Activities Officer as they do not meet the "professional" definition.

TJJD Training will normally be held onsite at the El Paso County Juvenile Probation Department or YISD facilities unless a virtual training setting is deemed beneficial due to overall health and safety. The JJAEP Administrator will normally coordinate training and provide dates and time to the JJAEP Campus Administrators. CPR/First Aid and

Crisis Prevention Intervention will be provided by the respective ISD the employee works for. The El Paso County Training Coordinator will submit certifications to TJJD as applicable.

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

PROCEDURE

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

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

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

POLICY

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

PROCEDURE

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

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

(d) CRIMINAL HISTORY AND BACKGROUND CHECKS.
The criminal history and background check requirements and criminal history standards established by Chapter 344, Subchapters C and D, of this title apply to a JJAEP.

POLICY

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

PROCEDURE

1. Upon identification of an employee being assigned to the JJAEP, the ISD designee (Campus Administrator or HR representative) will provide written notification of incoming employee through submission of the **JJAEP AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION FORM (APPENDIX I)** for JPD background check.
    a. Said form also requires notification of employee status (contracted or ISD employee), date of JJAEP assignment and employee work email address.
2. The JJAEP Administrator will then submit a written request for a National Crime Information Center (NCIC)/Texas Crime Information Center (TCIC) criminal history records check which includes a sex offender registration records check. This process shall be initiated before the employee's first day of JJAEP assignment

and prior to any direct, unsupervised contact with JJAEP youth. Continued employment with the JJAEP is contingent upon the verification of no disqualifying criminal history as per TJJD standards.

3. Written notification of employee's eligibility due to no disqualifying criminal history or ineligibility due to disqualifying criminal history identified by JPD will be submitted to the school administrators through the **JJAEP EMPLOYEE ELIGIBILITY FORM (APPENDIX J)** or if disqualified, through **THE JJAEP EMPLOYEE INELIGIBILITY FORM (APPENDIX J – 1).**
4. Campus and District HR Administrators will be advised of any findings of disqualifying criminal history and instruction to reassign or remove employee to ensure they do not have any contact with JJAEP students.

a. Personnel records, criminal history record checks, and sex offender registration record checks, may be requested by TJJD monitors upon an audit visit from each supervising agency verifying the outcome demonstrating no disqualifying criminal history.

5. YISD will inform in writing of any JJAEP employee who has received a hit in FACT within 2 school days in which arrest or conviction offense requires that employee be prohibited from having contact with any JJAEP youth until the JJAEP Administrator has confirmed with Legal Counsel as to the decision for employee to have continued contact with youth pending outcome of the alleged offense.
6. If an individual has a military history, respective ISD must provide a copy of the DD-214 or SF-180 as part of the HR records request.

DISQUALIFYING CRIMINAL HISTORY

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

§348.204 Data Collection and Case File Information

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

POLICY

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

PROCEDURE

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

and reconciled prior to submission to TJJD and the County Auditor's office for district reimbursement. Such errors and discrepancies will be noted as noncompliance for the respective JJAEP campus.

3. The JJAEP school administrator and ISD expelling entity will forward all student school records as listed in 348.204, including the Public Education Information Management System (PEIMS) number, pre/post scores, expulsion letters, student acknowledgement forms of receipt of the JJAEP Student Code of Conduct within two weeks (10 school days) of student's enrollment in the JJAEP. The JJAEP Administrator will forward the JJAEP REQUEST FOR SCHOOL RECORDS FORM upon acceptance of a JJAEP youth to facilitate receipt of required records.
4. The Texas Student Data System (TSDS) number (10-digit number) also known as the Unique ID will take the place of the PEIMS data management system and the TSDS; the number is used to communicate with TEA to get the student data that TJJD needs to complete required legislative reports. The TSDS is located in the JJAEP tab and on most withdrawal forms.
    a. The TSDS number will be documented on the expulsion notice received at the point of JJAEP acceptance. This number will be required in order for the student to be pre-tested and must be submitted as part of the initial expulsion process.
5. All student educational data and records are kept in the JJAEP Program file located in the JPD/JJAEP administrator's office. Required data in the JJAEP file includes, but is not limited to:
    a. The TJJD Student Data Form,
    b. Grade Level upon JJAEP entry
    c. Notice of expulsion,
    d. court orders,
    e. law enforcement case/referral reports,
    f. entry/exit, transition plans,
    g. Education records to include:
        requests for records/withdrawal packets,
        special education documentation to include Manifest Determination and IEP documentation, pre/post- test assessment scores, home language survey, admission and exit testing data, if applicable, pre participation physical evaluation, if required, documentation of regular academic reviews (37.011 (d) TEC, date of admissions, number of attendance days, number of absent days, date of release, emergency notification contacts, special medical needs, immunization records, medical release forms, medical consent forms signed by parents, attendance monthly roster, TAKS or STAAR scores, disciplinary referrals, acknowledgement of receipt of Student Code of Conduct, JJAEP Social Service Assessment, other pertinent documents such as copies of social security cards and birth certificates, and cover sheets (check list), and notification of type of counseling referrals or current attendance of counseling and psychological evaluations (if applicable), are maintained in the JJAEP student files.
6. As part of ongoing quality assurance, in house file and case management audits will be conducted to ensure the accuracy of data, via the following file auditing procedures.

FILE AUDITING PROCEDURES:

- Once a student has exited the JJAEP the JJAEP Administrator, Senior Officer or designee will conduct a file audit to ensure that the JPD file section pertaining to JJAEP is in order prior to TJJD exit reporting and closure within the JMIS. a. All exited JJAEP case files will be closed in the JMIS System and TJJD database within 10 work days of JJAEP exit to ensure information is included as part of the TJJD monthly extract.
- The closed file must be submitted to the Intake Senior Officer for archive and random review as part of checks and balances.
- The Senior Officer will review the JJAEP Performance Measures spreadsheet and JJAEP JMIS tab to verify update of all case closure data.

- The Senior Officer will report any discrepancies to the Director of Intake for documentation of findings and return file to the JJAEP Administrator for corrections;
- Once corrections have been completed; files will be reviewed by the Intake Senior Officer to ensure that the discrepancies have been corrected.

(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.

§348.206 Curriculum

POLICY

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

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

PROCEDURE

1. The Inter-Local Agreement states this standard provision of educational services.
   a. **REQUIRED COURSES:** The El Paso County JJAEP provides the following required courses to all students in attendance at the JJAEP:
      - ENGLISH/LANGUAGE ARTS
      - MATHEMATICS
      - SOCIAL STUDIES
      - SCIENCE
      - HIGH SCHOOL EQUIVALENCY (GED)
      - SELF DISCIPLINE
2. Each school district participating in the JJAEP will consider course credit earned by a student while in a Juvenile Justice Alternative Education Program as credit earned in a district school.
3. Each program shall administer assessment instruments under Chapter 39, Section 39.023, TEC, and shall offer a high school equivalency program.

4. The JJAEP campus school guidance counselor shall regularly review the student's academic progress with the parent or guardian of each student as part of the JJAEP intake and exit/transition process. Within the El Paso County JJAEP, this is done during the JJAEP intake and exit.
5. At a minimum, the educational reviews will be required at the JJAEP Intake meeting and at the JJAEP exit Transition meeting. The requirement under 37.011 (d) mandates that the ISD guidance counselor of qualified designee regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student. Documentation of this review along with student and parent signatures verifying attendance of the mandated regular educational review will be forwarded to the JJAEP Administrator as part of each JJAEP student's intake and exit transition plans. Such verification will be kept in the JJAEP student file.
6. YISD agrees to provide a JJAEP Student Update Form upon a student's 65th day in JJAEP to the Participating Home School District that outlines youth's grades, attendance and discipline and will inform/justify any early JJAEP release decision by the Participating Home School District. 7. The Juvenile Probation Officer will assist in the JJAEP academic and parental engagement goal during the JJAEP Family Program Orientation where a review of the JJAEP parental engagement folder and emphasis on linkage to the schools portal system will be made.
7. High school students will be assisted by educational school counselors, Communities In Schools caseworkers or tutors (if available). The probation officer will also monitor academic progress as part of supervision and work with parents to encourage follow up with respective support services to assist youth at progressing academically towards meeting high school graduation requirements.
8. Class schedules/daily program schedules; curriculum and/or instructional materials, support services, attendance and student attendance daily rosters/sign-in sheets will verify compliance with this standard.
9. Self-Discipline courses or services must be specifically identified and communicated in writing to JJAEP Administrator by YISD at the beginning of the school year. Self-Discipline courses or services not listed as part of youth's daily course schedule will require that ISD maintain documentation of provision to JJAEP students via student signature to verify compliance in this area. Utilization of a specific school board approved curriculum is encouraged, however, not mandated if ISD demonstrates such services serve the goal of self-discipline.
10. In lieu of the traditional school curriculum, a High School Equivalency curriculum is available at JJAEP campuses pursuant to TAC 348.112 © standards. Any youth attending high school equivalency courses will be required to sign in and out to verify attendance to the high school equivalency program. The high school equivalency course curriculum must address the elements required to pass the high school equivalency exam to ensure standards are met.
11. 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) Students that started with the TAKS will continue with it and students that are beginning their education in Texas will be given the STAAR.

§348.208 Program Requirements

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

POLICY

A school district may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or §504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission Review and Dismissal (ARD) or § 504 committee determines that the alleged misconduct is not related to the student's disabilities.. The JJAEP, in collaboration with the sending school district, must ensure that a student with a disability who receives special education services is provided educational services that will support the student in meeting the goals identified in the individualized education program established by a duly constituted admission, review, and dismissal (ARD) committee, in accordance with Section 37.004, Education Code, and federal requirements.

PROCEDURE

1. After the committee determines that the alleged misconduct is not related to the student's disabilities and the school district documents that the Individualized Education Plan (IEP) has been fully implemented, the referring school district's ARD or §504 committee shall determine the length of placement at the JJAEP according to the district's Student Code of Conduct.
2. If the manifestation ARD determines the student's behavior is due to the student's disability, the student can only spend up to 45 days in a JJAEP placement.
3. Copies of the ARD to include the Manifestation Determination and the IEP and BIP must be provided to the JJAEP Administrator as an attachment to the expulsion packet. The following ARD committee documentation must be maintained for each special education eligible student:
   (A) most recent full and complete ARD meeting paperwork;
   (B) manifestation determination ARD meeting paperwork; and
   (C) most recent evaluation of eligibility for special education services
4. The referring school district shall remain responsible for making available the services, if any, necessary to provide a free and appropriate public education (FAPE). Such services to provide a free and appropriate public education are the only services that the referring district is obligated to provide.
5. Should the proposed expulsion be under Section 37.007 (a), (d) (mandatory expulsion) or (e), a representative of the JJAEP campus must be invited to the student's ARD committee meeting, as a non-consensus member.
6. 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.
7. Should the JJAEP campus suspect that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services under IDEA in the future; it shall refer the student to his or her school district of residence for possible referral and evaluation in accordance with applicable statues and regulations.
8. Any student who does not meet the eligibility requirements of the Inter-Local Agreement is not entitled to educational services by the JJAEP.

9. Special Education services must continue to provide any and all related services as outlined in the student's Individualized Education Plan (IEP)

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

POLICY

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

PROCEDURE

1. ESL certified teachers at each JJAEP campus shall provide services and instruction to students with such needs.
2. ISDs will identify JJAEP youth who are LEP or primarily Spanish speaking as part of the JJAEP Campus Intake meeting.
3. ISDs will ensure consideration is given regarding LEP or primarily Spanish speaking JJAEP students regarding academic instruction and as mandated by the Texas Education Code.

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

POLICY

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

For statewide standardized tests, the JJAEP must adhere to all testing protocols required by the Texas Education Agency.

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.

PROCEDURE

1. All high school equivalency candidates will be enrolled in a high school equivalency preparation program for the high school equivalency testing. Attendance requirements will remain the same as for a student seeking a regular high school diploma.
    a. The assigned JPO will submit a recommendation for high school equivalency testing for any JJAEP student currently under the jurisdiction of the Juvenile Court RECOMMENDATION FOR HIGH SCHOOL EQUIVALENCY TESTING.
2. All JJAEP students 16 years old or older having a total of four high school credits or less will be considered a priority to prepare for the high school equivalency testing.
3. Candidates 18 years or older may test when they have achieved the proper scores on pretests.
4. Parents/Guardians will be responsible for the fee for the five tests, plus transportation to the testing site unless other arrangements are made and/or agreed by the Probation Officer and/or JJAEP Administrator.
5. Candidates for high school equivalency certificates will be given a pre-test at College, Career, and Technology Center CCTC – (EPISD) and through the Ingenuity (software) (YISD). High school equivalency Testing software have the pre-test embedded into the program to determine what areas the student will be required to take tutoring in. High school equivalency testing materials should be readily available for any auditing entity to examine.
6. The high school equivalency curriculum shall address the elements required to pass the high school equivalency test but program components may be integrated into the regular program curriculum.
7. Candidates who do not master the practice tests will be required to continue to attend instruction integrated into the regular program in order to improve their skill level. Candidates who participate in the high school equivalency preparation program may retest when the teacher/instructor determines the student is prepared. Written permission from the teacher/instructor is required for re-testing.
8. When the student has mastered all five core-tests or a designated core-test, the student will be sent to the El Paso Community College or the respective certified high school equivalency ISD testing site within El Paso County to take final high school equivalency exams.
9. Scores or certificates will be mailed two or three weeks after the last test is taken. Once the certificate is received, arrangements will be made for the student to exit the JJAEP. Notification by the ISD will be provided to the JJAEP.
10. Prior to taking the final high school equivalency test, the student will have to get a TX ID and pay a cost for the high school equivalency the testing. The JJAEP will have to keep up with any cost changes to advise the family when the time comes for high school equivalency testing.
11. Verification documents at the time of a TJJD monitoring visit will include:
    a. High school equivalency file;
    b. High school equivalency class work;
    c. High school equivalency curriculum.
12. Other areas of verification for high school equivalency completion:
    a. High school equivalency examinations results;
    b. Testing documentation, if applicable.

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

POLICY

Any social service or counseling needs demonstrated by the student constitutes a referral to the appropriate social service agency. Counseling services shall be available to all students enrolled and in attendance at a JJAEP.

Counseling services may be provided via contracts with appropriate community based service providers. Any sub contracted provider must undergo and pass a NCIC/TCIC background check and attend the JJAEP new orientation training (ANE portion only).

PROCEDURE

1. The assigned probation officer and any assigned school based caseworker or social worker (contracted or ISD employed) will utilize interviews, screenings and/or assessments to determine the needs of the student and his/her family.
2. The JJAEP campus and Probation Officer will share information to ensure a JJAEP student's academic and emotional needs are met.
3. If student is referred to the Juvenile Justice system, the assigned probation officer will provide a Pre-screener and/or Full Pact assessment (as appropriate based on case status within Juvenile Justice System) and provide referrals based on youth's identified criminogenic risk factor(s) and other identified needs.
4. If student is an adult and not referred to the Juvenile Justice System, a social service assessment may be given (if student makes themselves available) by the assigned probation officer and JPD will work in cooperation with any school based caseworkers, counselors, social workers and/or adult probation officers to ensure appropriate service coordination.
5. Students requiring social services will be referred to the appropriate social service agencies by the supervising probation officer (adult or juvenile), JJAEP Administrator, school counselor, social worker, or Community in Schools (CIS) caseworker. Social services may include:
    a. Academic tutoring
    b. Mentoring services
    c. After-school activities
    d. Drug, gang and violence prevention activities/counseling
    e. Career assistance and exploration
    f. Work experience opportunities
    g. Enrichment activities and field trips
    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 agencies for their needs if school or community based social service providers are inadequate to fully meet 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 caseworkers, or school counselors that may assist in determining other needs; they are available to make referrals for other services that are not provided by the school with outside agencies such as medical, teen pregnancy services, or vocational agencies.
8. The Juvenile Probation Officer will ensure that if the child is in need of counseling services and under the 65th Court's jurisdiction; requirement, enforcement, compliance and reporting of appropriate counseling services and progress are part of the Judgment of Probation or Deferred Prosecution Agreement and subsequent Court reporting to place accountability on probation officer, youth and parents as part of formal or informal supervision.
9. Any therapeutic or counseling services will be provided through a qualified and/or credentialed service provider or the family's health provider.

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

POLICY

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

PROCEDURE

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

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

POLICY

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

PROCEDURE

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

c. If nurse is not on duty, contact EMS;
d. Student should be transported immediately to the hospital;
e. Parents, district officials, and JJAEP administrator/JPD officials should be contacted immediately;
f. A TJJD incident report must be submitted within 24 hours (Serious Injury and/or Supervisory Neglect).
g. If the nurse has any medical records that could be beneficial to emergency personnel or doctors, copies should be provided to emergency personnel.

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

POLICY

The El Paso County JJAEP program does not have an intensive physical activity component at any of the JJAEP facilities and will not require students to undergo any screening for physical activity.

348.210 Student Attendance Accounting

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

POLICY

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

PROCEDURE

1. Each JJAEP location site shall maintain student sign-in sheets. Student must sign in at the exact time of arrival and sign out at the exact time of departure to ensure accuracy and minimize errors on the monthly activity report. The sign-in sheets shall be recorded daily and contain a student's printed name with their signature beside it.

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

13. Due to the complex process required for accurate submissions, MAR training will be given to staff and administrators as part of the annual refresher training.

Should discrepancies be identified after the Monthly Activity Report and data have been submitted to TJJD and/or County Auditors and in which district reimbursement is affected, the following accounting protocol applies:

CORRECTIONS TO TJJD

- Correct Error and attach all supporting documentation justifying correction.
- Contact TJJD and advise of error via e-mail with the supporting documentation attachment.
- Correct error in the TJJD system (electronic system).
- TJJD will make any monetary adjustments to district reimbursements.
- Correct student file and place supporting documentation that was sent to TJJD in the student file.
- Correct JJAEP spreadsheet (monthly total enrollment, annual report, and total attendance tabs).
- Place copies of corrections in MAR log, student file, and forward copy to county auditors.

CORRECTIONS TO COUNTY AUDITORS

- Corrections sent to TJJD will also be sent to the County Auditors through JPD Senior Accountant.
- Senior Accountant will contact County Auditors on error notifications with proper submittal of documentation sent to TJJD supporting verification of correction.
- Make and forward copies of corrections for County Auditors; needed for the annual (every January) JJAEP reimbursement county audit for JJAEP educational services invoiced and paid to the operating school districts.
- County Auditors will make the appropriate monetary adjustments for any over/under payments in future reimbursements to correct any fiscal errors.

§348.212 Inter-Local Cooperation

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

POLICY

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

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

a. Attendance records will show date of entry and exit.
b. Entry and exit information will be entered into JMIS-JJAEP information.

c. Entry and exit information will be recorded in the Student Data Form.
d. Withdrawal Form/Leaver Form contains both the entry/exit date.

PROCEDURES:

A. JJAEP PROGRAM REFERRAL AND ENTRY:

1. Pursuant to the Texas Education Code §37.0081 the authority to expel and place a student in an alternative school setting vests with the Board of Trustees of a school district, or the Board's designee.
2. The designated Behavior Coordinator for each expelling campus/district shall fulfill their duties as described in Chapter 37 rules prior to placement in JJAEP and in the event a student in JJAEP is subject to in-school suspension or out of school suspension.
3. Each ISD expelling entity/ designee must conduct an expulsion hearing and forward the expulsion notice with the required data information (must include TSDS #) to the JJAEP Administrator no later than two (2) business days after the final appeal hearing is concluded and decision to expel is upheld. Failure to provide such written notice shall result in the child remaining in the Participating District's educational program.
4. Documentation received for JJAEP placement will be reviewed by the JJAEP Administrator to ensure JJAEP criteria are met. (Pursuant to the TEXAS EDUCATION CODE 37.007 and in accordance with the Inter-Local Agreement)Such documentation is as follows:
   a. The alleged offenses **MUST** have occurred on school property or at a school sponsored or school related activity;
   a. If the offense is drug or alcohol related and is punishable as a felony, the offense **MUST** have occurred on or within 300 ft of school property, as measured from any point on the school's real property boundary line, or while attending a school sponsored or school related activity on or off school property;
   c. The student **MUST** be **expelled** by the school district pursuant to a mandatory expulsion offense listed in §37.007 (a), (d), and (e) of the Texas Education Code. **(SEE APPENDIX L–JJAEP OFFENSE CODES).**
   d. A Participating District may expel student for conduct as provided in TEC Sec. 37.007 (b)(1), specifically terroristic threat under section 22.07 (c-1), (d), or (e) Penal Code. 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 Inter-local Agreement. .
   e. The school district **MUST** file an offense report with the appropriate law enforcement agency regarding the alleged incident made the basis of the expulsion.
   f. The respective law enforcement agency **MUST** make a referral to the Juvenile Court or Adult Justice System.
   g. The expelling school district will normally make a recommendation for a minimum of 75 school days but not to exceed 180 school days of JJAEP placement as per Inter-Local agreement, unless special circumstances to justify a shorter expulsion term. It is expected that expulsions to JJAEP will be done in accordance with school policy and for the length of time deemed appropriate and not unnecessarily longer.
5. Each school district shall provide a copy to the El Paso County Juvenile Probation Department of the order expelling a District's student pursuant to §37.007 of the Texas Education Code along with all information required pursuant to §52.041 of the Texas Family Code (*expulsion notice-TJJD Standard§348.108(b)) no later than the second business day after a hearing is held pursuant to §37.009 of the Texas Education

Code and the JJAEP Inter-Local Agreement. Failure to provide such written notice shall result in the child remaining in a district's alternative educational program until proper notice is given.

6. Expulsion Notice shall also be provided to parent/guardian, JJAEP Campus, and JJAEP Administrator. At a minimum, expulsion notice should contain: Mandatory Offense, Offense Code, expulsion term, to include date expulsion term expires, Texas Student Data System number (TSDS); and PIEMS #, LEA number, and if child is classified as special education and/or 504. Special education and 504 documents must be provided to the JJAEP program administrator alongside the expulsion notice packet.
7. If student is eligible for special education services, the Participating District must provide a copy of the Admission, Review, and Dismissal report (ARD). The ARD committee documentation must be maintained for each special education eligible student to include, the most recent full and complete ARD meeting paperwork, the manifestation determination ARD meeting paperwork, and the most recent evaluation of eligibility for special education services.
8. Each school district shall provide a copy of the law enforcement report or "Notice of Delinquency" for the offense for which the student is being placed into the JJAEP along with the Expulsion Letter/Notice.
    a. For adult students pending charges within the Adult Criminal Justice system, the JJAEP Administrator may not require an offense report be provided by the school district, if offense report is obtained directly from ILEADS and confirmation determines that offense meets the mandatory criteria.
9. The JJAEP Administrator will forward the "REFERRAL ACCEPTANCE FOR JJAEP PLACEMENT" to the referring district and campus administrator within two (2) working days upon receipt of the appropriate documentation to include: the police report or Notice of Delinquency notification, Expulsion Order and/or Expulsion Letter in its entirety. **(SEE APPENDIX M – JJAEP ACCEPTANCE FORM)**
10. The JJAEP Administrator will forward a "REFERRAL DENIAL" form to the referring school district if criteria on the police report does not meet the requirements specified in the JJAEP Inter-Local Agreement pursuant to §37.007 of the Texas Education Code. **(SEE APPENDIX M-1 – JJAEP DENIAL FORM)**
11. Failure to enroll in the JJAEP program within seven school days of the JJAEP acceptance (in which no appeal is pending) will result in the reversal of the JJAEP acceptance.
12. To facilitate a smooth transition, facilitate a student's placement in a JJAEP and meet standards pursuant to TAC 348. 116 (b), the home school (sending school) will immediately provide a written transition plan to include all transcripts and appropriate documentation, and any special education and LEP documentation to the JJAEP Campus Administrator.
    a. Along with the JJAEP Acceptance Form, the JJAEP Administrator will submit the JJAEP Request for School Records on all new JJAEP enrollments. The expelling district agrees to immediately, but not later than three (3) school days from JJAEP acceptance determination, provide and advise the JJAEP campus of all necessary school withdrawal and educational records; to include any special education or 504 paperwork in order to facilitate an appropriate educational plan.
13. The school records request form includes the following:
    a. The withdrawal form from the home school
    b. Transcripts
    c. CUM file;
    d. Special Education Records, if applicable to include ARD documentation such as the Manifest documentation and IEP upon exit;
    e. Notification of Expulsion;
    f. Immunization;
    g. Grades and credits; and
    h. State assessment scores (SEE EXIT DATA REPORTING)
14. The JJAEP Campus will schedule a JJAEP Intake appointment with the student and parent within 7 school days of JJAEP Acceptance. If a student's JJAEP Intake appointment cannot be fulfilled within such timeline, the JJAEP campus must communicate reasoning to JJAEP Administrator.

15. During the JJAEP intake, the parent and student will receive a copy of the JJAEP Student Code of Conduct and sign the **JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGEMENT 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 for all juvenile justice programs, to include JJAEP.
16. For a student expelled and placed in a JJAEP for a term of 75 days or more, Participating Districts agree to hold a review upon a student's 75th day in a JJAEP placement to consider early removal from the JJAEP Program based on youth's progress and/or other factors that may compel an early release from the JJAEP. The review may be facilitated by the JJAEP Campus or sending district.
17. Upon the commencement of the school year and as deemed appropriate, Participating Districts will hold review under Interlocal Agreement Placement Review section for returning JJAEP students that carried over from prior school year and have met the 75th day placement day in JJAEP.
18. For students who are expelled into the JJAEP and are accepted but do not enroll under the JJAEP due to parents withdrawing the student, the student will remain eligible for JJAEP expulsion upon enrolling back into a formal school district. The expelling district would need to hold another expulsion hearing and provide a new expulsion term along with the required expulsion packet.

B. PROGRESS REPORTS

1. Copies of the JJAEP student's progress report will be provided to the parent, guardian, or custodian and the JJAEP Administrator at a minimum of every 120 days or earlier. The JJAEP Administrator or 65th District Court may request grades more frequently.
2. Parent/Teacher conferences will be scheduled and a strong emphasis on parental engagement will be given during the JJAEP Intake and as part of any JPD supervision. Such parent and student involvement will increase accountability and empower parent toward working with the school to achieve better academic progress.

C. JJAEP EXIT CRITERIA

1. A student shall exit from the JJAEP upon the expiration of the term of expulsion as stated on the student's expulsion letter, upon completion of their court ordered or deferred supervision; or at the discretion of the school district after advising the JJAEP administrator in writing of the district's decision. It is highly recommended that the sending school expel for a minimum term of 75 school days. This minimum term allows for adequate timeframe for student to demonstrate progress and take the IOWA standardized test as part of the JJAEP Performance measurement.
    a. All ISDs afford an appeal process to the expulsion decision and a school district has the discretion to make an administrative decision and remove a student from the JJAEP at any time and return the student to the home school or place in the DAEP. Written notification to the JJAEP Administrator from the school district, JJAEP campus, or designee will be required advising of their action. The letter will be placed in the student's JJAEP file.
    b. Should the ISD overturn their ruling, the ISD or designee must notify the JJAEP Administrator within same day of decision.
2. The student will be JJAEP post-tested (IOWA Basic Skills Test, Complete or Survey on-line versions) prior to projected exit date if he/she has been enrolled in the JJAEP for a minimum of 65 days.
3. Assigned Probation Officers must inform the JJAEP Administrator (in writing) within 30 days in advance of projected early termination date if youth will be recommended for an earlier termination than what was originally advised on the JJAEP Collaboration and Status Notice. This notification is vital as youth

must be post tested prior to exit from a JJAEP campus and for purposes of reimbursement. Once youth's supervision status changes and he/she is no longer under the supervision of the Court, it may result in the Post Test not being given due to youth's JJAEP exit.

4. If a student has completed Deferred Prosecution (DP), probation or an adult community supervision, a Motion to Terminate, Review Hearing Order (terminating the student), Letter of closure/completion from DP or other official record will be obtained and forwarded to the JJAEP Campus and the respective school district expelling entity notifying of the change in legal status. The school district will make the determination to transfer the student into Disciplinary Alternative Education Program (DAEP), or return the student to their home school. Notification will be required from the school district advising of their decision within 5 work days. The email and ISD response will be placed in the student's JJAEP file.
5. If the student Court disposition includes: prosecution refused, found not guilty, or dismissed by court, paperwork (Order of Dismissal, Decline, and Not delinquent by trial) must be obtained and forwarded to ISD expelling entity establishing that the disposition has occurred. The school district will make a determination transfer the student into DAEP or return the student to the home school. ISD response will be required within 5 work days advising of their action. The letter will be placed in the student's JJAEP file.
6. JJAEP campuses will submit a withdrawal or a Universal Lever form to the JJAEP Administrator within 5 school days of exit indicating the student's JJAEP exit date along with the JJAEP exit data reporting form.
7. A withdrawal packet will assure that that the home school receives all the necessary information needed for the student's continued success. **(APPENDIX O– EXIT DATA REPORTING FORM)**

D. EXIT TRANSITION MEETINGS

1. Upon notification from the JJAEP Administrator of youth's exit due to termination of court ordered supervision or completion of JJAEP term, the JJAEP Campus Administrator will coordinate an exit transition meeting with the returning/home school.
2. The purpose of this meeting will be to meet 348.116 (B) and develop the foundation for academic and social success after JJAEP exit and upon return to student's home school.
3. The following will be invited to the Exit Transition meeting: JJAEP Campus Administrator, CIS, special education teacher (as applicable), guidance counselor, student, parent, probation officer and home school Administrator or designee. The meeting's purpose will be to review youth's JJAEP placement and achievements develop youth's graduation or educational plan due to return to home school and identify supports for youth to remain successful. The following information is also reviewed during the exit meeting:
    a. A review of courses attended
    b. Credits earned and credits pending
    c. Discipline and behavior progress, or lack thereof
    d. Attendance record
    e. IOWA assessment pre and post test scores, if available
    f. STAAR or TAKS assessment scores
    g. transcript and grades in progress
    h. Youth's accomplishments and improvements

4. At the time of official exit, the parent will be provided with a withdrawal packet (Withdrawal packet or Universal Lever) –from the JJAEP facility which may include: Withdrawal form/Universal Lever, grades, credits, attendance records and immunization.
5. The JJAEP will forward the student's transcript to their respective home school.
6. Respective JJAEP registrar shall transfer all grades and course credit earned to the sending school districts when a student is transferred back to the home school district.

7. A transcript for graduating students will be required. The transcript must advise that the student is being "recommended for graduation".
8. If the student's court disposition/status changes such as charges being downgraded, lowered to a misdemeanor charge, not found guilty, case was dismissed, or no disposition ordered, each school district determines whether a student returns to the home school or is placed into the district's Disciplinary Alternative Education Program (DAEP).

E. STATEWIDE ASSESSMENT

1. If required due to grade level classification, JJAEP students will take the state assessment (STAAR replaced TAKS. Students that were started with the TAKS test will continue to be tested with TAKS. Students beginning to be assessed will begin with the STAAR assessment. Eventually the TAKS will phase out.)
2. Teachers are trained in accordance with TEA guidelines at a staff development prior to the scheduled testing.
3. Each JJAEP has a designated testing coordinator (usually the school counselor) to assure that the TAKS or STAAR is carried out appropriately and is responsible for safeguarding the confidentiality of the test and ensuring the test is administered as per established guidelines.
4. Designated teachers may assist the principal in verification of grade status, securing test materials, and administrating the TAKS or STAAR test in accordance to TEA guidelines.
5. All TAKS or STAAR scores shall be reported to the student's home school district as part of the exit process.
6. Scores for students that took any state assessments will be requested from designated person who has access to TEA website on score results; scores are required for the TJJD Annual Performance Evaluation. **(SEE APPENDIX O – EXIT DATA REPORTING FORM)**

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

POLICY

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

PROCEDURE

1. The JJAEP Administrator will forward the JJAEP Collaboration and Status Notice within 5 days of JJAEP acceptance to inform the JJAEP Campus and Probation Officer of the following, if not yet provided:
    a. Student's JJAEP start and projected end date
    b. JJAEP eligible offense
    c. Student's Court and/or supervision status, start and projected review and/or end dates
    d. If pending adjudication or disposition, student's pending Court dates
    e. School record request and JJAEP Exit Transition Meeting information
    f. Student's assigned probation officer (if applicable)
    g. Senior Officer or supervisor will be copied to provide for support to respective Probation Officer (as needed) or in the event officer is unavailable
    h. An updated Collaboration and Supervision Notice will be sent once youth's case disposition changes and to advise school of changes in Probation Officer(s).

2. The JJAEP campus liaison will provide the following documentation to the JJAEP Administrator on a monthly basis. If updated, records are needed for Court purposes:
    - Monthly Activity Report (MAR);
    - Spreadsheet/Roster; (Accompanies MAR, designates when a JJAEP student enters and exits.)
    - Attendance Records - (Accompanies MAR, JJAEP students on probation require Probation Services officers to request educational records or referrals for Court purposes);
    - Grades in Progress; Discipline Referrals (required for all major violations of the JJAEP Student Code of Conduct, but all referral are needed for Court reporting)
    - JJAEP campuses will provide an updated JJAEP Staffing and Certification Log listing and CPR, First Aid and CPI certification log every month at the time the MAR is submitted (Sent with MAR).

§348.214 PHYSICAL PLANT POLICY

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

POLICY

The JJAEP will abide by federal, state, local ordinances and codes, and TJJD Standards for Physical Plant compliance. To ensure that the physical plant is in compliance the PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT will be utilized once per year to monitor current health and fire inspections, occupancy signs in the classrooms and common areas, and that classroom space, fixtures and common areas are adequate to meet the programmatic requirements for each student. **(SEE APPENDIX E AND E1– PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT)**

PROCEDURE

1. **All emergency exits within each of the JJAEP campuses should be:**
    a) Properly positioned
    b) Clear of obstruction
    c) Permanently marked for evacuation in the event of fire or other emergency.
2. **Places of assembly must have a minimum of two exit options.**

3. The local Fire Marshal has issued occupancy limit notices (capacity signs) for the El Paso County JJAEP campus. Each facility establishes that they comply with the state and local fire authority standards regarding:
    a) Rated capacity in classrooms;
    b) Rated capacity in the cafeteria with tables in room; or without tables in the room;
    c) Rated capacity in the gymnasium area (if applicable);
    d) Capacity of the JJAEP facility as determined by the local Fire Marshal.
4. Each school district will ensure that the JJAEP facility provides comprehensive insurance coverage that includes property insurance and comprehensive general liability insurance. Insurance coverage includes workers compensation in accordance with the laws of the jurisdiction.
5. A copy of the policy can be obtained through the school districts' central offices.

6. Each JJAEP facility will ensure that interior finishing materials; furnishings in classroom areas, exit areas and places of public assembly are in accordance with recognized National Fire Safety Codes and the referenced guideline.
7. Separate and adequate space in the El Paso County JJAEP campus is provided for all mechanical equipment such as heating, air conditioning, electricity, etc.
8. The YISD JJAEP campus will ensure that the facility has appropriate means and steps implemented to provide that students remain safely within the facility and to prevent access by the general public without proper authorization or clearance.
9. The YISD will assure that the JJAEP campus conform to all applicable Federal, State and Local Building Codes and shall have available for inspection at all times a "Certificate of Occupancy" issued by the city of El Paso verifying that all necessary local building codes have been met in order for the program to operate within each JJAEP campus.
10. To determine compliance with this standard, the following will be reviewed:
    a) Review the facility's most recent fire inspection report for any violations cited by the appropriate authority. Fire Inspection Report should be posted within the facility where it is easy visible.
    b) Review the current health inspection report, if applicable. Health Inspection Report should be posted in the facility's kitchen area where it is easily visible.
    c) Review the current food handler's certification, if applicable. Food Handler's certification should be posted in the facility's kitchen area where it is easily visible.
11. The JJAEP will use the **COMPLIANCE MONITORING ASSESSMENT-PHYSICAL PLANT** to examine the applicable areas. A compliance monitoring assessment will be conducted yearly by JPD/JJAEP. If findings show that there are continued non-compliances the JPD/JJAEP may need to conduct more frequent compliance monitoring assessments.
    a) Facility administrators will be notified of the discrepancies to be corrected as soon as possible. On the Physical Plant §348.118 a period of two weeks to correct non-compliance will be given.
    b) The Physical Plant Compliance Monitoring Assessment will be reviewed by the Director of Intake 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 be also be forwarded to the Chief Probation Officer who will provide compliance/non-compliance matters to district superintendents, school administrators, and other district officials in charge of their alternative schools.

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

PROCEDURE FOR CRISIS SITUATION: Staff or designated person will advise front desk/control area of crisis situation.

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

Front Desk/Control Area:

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

School Sponsored Events Off Campus

1. JJAEP students participating in any type of outings will be adequately supervised. Precautions will be taken to assure that there is enough authorized personnel to supervise students.
2. Headcounts will be conducted periodically to assure that all students are present.
3. If JJAEP staff uses their personal vehicles to transport, they must have adequate liability insurance which should be current and in their employee file.
4. A Parental Authorization form for students participating in an outing must be obtained prior to the departure on the outing.
5. In the event of a serious incident occurring during an outing, the same procedures will be practiced as outlined for any serious incident or emergency situation while on campus. Report the incident immediately to emergency personnel, administrators, and to TJJD if applicable. In the latter, a TJJD Incident Report must be submitted within 24 hours for all TJJD serious incidents or ANE allegations.

General Public / Visitors:

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

SCHOOL BUS TRANSPORTATION

Transportation of students attending the JJAEP is the responsibility of the expelling district. Neither the JJAEP, nor the El Paso County Juvenile Probation Department is responsible for transportation of students sent by other Districts attending the JJAEP, including students with disabilities who require transportation as a related service. The Participating District must have a transportation plan in place. Most school districts in El Paso County have pre-arranged bus transportation for students required to attend the JJAEP. Parents are provided with information of the district's dispatch office to schedule transportation and arrange the designated area where the student will be picked up and dropped off.

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

PROCEDURE

1. The school districts will use their own buses to transport JJAEP students to their respective campuses.
2. Bus drivers will follow their districts policy on maintenance and transportation of students.
3. Any serious incident or negative behavior of a JJAEP student will be reported to the School administrator/Assistant Principal.
4. Negative behavior on a school bus will warrant an incident report to be submitted to the School Administrator/Principal and JJAEP Administrator due to the potential of harm to others. The School administrator or JJAEP Administrator may take administrative/legal action deemed appropriate for the student's negative behavior.
5. A copy of the incident report will be forwarded to the JJAEP Administrator and maintained in the student's JJAEP/JPD file.
6. Emergencies while transporting students will be handled appropriately by notifying police, EMS, administrators, and parents, TJJD, and JJAEP Administrator in a timely manner. They will be handled like any other emergency.
7. Adult students that present a dire need to use their personal vehicles and the permission of their parents to get to school may be considered. The student will be required to present proof of current insurance and possess a current TX Driver's License to their JJAEP campus.

EMERGENCY SITUATIONS

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

A. Fire;

B. Bomb Threats;
C. Hazardous Weather Conditions;
D. Active Shooter event; and
E. Riots

PROCEDURE

A. FIRE

1. JJAEP fire prevention regulations and practices shall ensure the safety of staff, students and visitors at all times.
2. The El Paso Fire Department will respond to any and all emergencies experienced at the JJAEP**.**
3. The El Paso Fire Department shall inspect the JJAEP campuses' fire safety plan, which includes the appropriate location of fire extinguishers, First Aid supplies and emergency exits.
   a. Fire extinguishers within the JJAEP campus will be inspected, certified and tagged as properly charged and workable on an annual basis by an independent and authorized agent.
   b. If extinguishers are used at any time, they shall be recharged and returned to fully operational as soon as possible.
4. The JJAEP administrators shall ensure that all staff is trained and knowledgeable in the use of all fire safety equipment and in implementation of written emergency plans and procedures.
   a. **Combustible Refuse:** All other combustible refuse (i.e. rags used with flammable liquids) will be disposed of immediately after use in the outside metal dumpster. At no times will combustible materials such as this be kept or stored within the JJAEP campus facilities.
   b. **Fire Drill Procedures:**

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

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

Evacuation Plan

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

a) The JJAEP School administrator shall ensure all staff is familiar with the building floor plans and primary and secondary evacuation routes.

b) Fire or exit drills may be conducted monthly as per certain ISD policy. For all fire drills conducted, the JJAEP School administrator/designee shall maintain a log and documentation of drill results and forward results on a monthly basis (or when drills occur) to the JJAEP Administrator to utilize toward compliance monitoring. Favorable ratings will be highlighted as part of Physical Plant compliance monitoring for ISDs that emphasize safety through drills that exceed frequency and standards.

c) A copy of the JJAEP floor plan and emergency evacuation routes shall be posted on prominent readily visible areas throughout the JJAEP buildings.

d) Exit signs are located in principal areas throughout the buildings and aid in the prompt evacuation of students and staff.

Fire Prevention Practices:

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

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

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

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

d. **Fire Plan Review**

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

e. **Fire Investigations**

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

f. **Firefighting Equipment and Fire Fighting Personnel**

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

g. **Emergency Lighting**

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

h. **Hydrants**

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

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

i. **Emergency Pull Stations**

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

j. **Trash Receptacles**

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

1) Fireproof
2) Readily accessible
3) Empty and cleaned daily

k. **Emergency Plans**

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

l. **First Aid Equipment**

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

B. BOMB THREAT

Written Bomb Threat: Save all the materials including any envelope or container. Handle the material as little as possible, to preserve possible finger prints. Contact local law enforcement immediately to assess and intervene in the suspected bomb danger. After police are notified, contact the JJAEP School administrator/designee and advise of the status of the situation at hand. Turn over all material to the police upon their arrival at the scene.

Telephone Bomb Threat:

a. The staff member answering the telephone should refer to the FBI Information card on the next page and conduct the following instructions:
   - Exact words of the caller.
   - Exact time the call was received and ended.
   - Description of the caller's voice.
   - Questions to ask (try to get specifics).:
     1. When is the bomb going to explode?
     2. Where is it?
     3. What type of bomb is it?
     4. What does it look like, etc.?

b. Be polite and show interest; do not hang up even if the caller does.
c. Call the Police Department to report the threat.
d. Report the call to the School administrator immediately, when call is terminated.
e. Take the students outside and move them to a safe distance away from the building.
f. The Police Department or proper emergency response authorities upon deciding that a search is warranted will conduct search of the premises.
g. In the event that facility has to be evacuated due to an imminent bomb threat, all students, staff, and visitors will be moved in an orderly manner out of the building to a safe location. Each facility has their evacuation plan to follow. Only emergency personnel will remain in the building and will be the only authority to approve the return into the facility. Administrators and designated staff to assist in the

evacuation shall be responsible for facilitating the evacuation from and back into the building when law enforcement/fire Marshalls give order to reenter the facility.

h. Student's parents should be contacted and advised on the status and condition of their child within 4 hours of the "all clear" given by law enforcement via telephone.

C. HAZARDOUS CONDITIONS

In the case of a **SEVERE STORM ALERT:** Students, staff, and visitors should be moved to designated safety area in hallway.

In case of **LOSS OF ELECTRICAL POWER**:

Emergency power automatically will be provided to a JJAEP facility via an automated emergency power generator, which will provide emergency lightening and back up to any other essential equipment.

D. ACTIVE SHOOTER EVENTS

The JJAEP campus must have policy and procedures in place and readily accessible to staff addressing active shooter events. Drills must be conducted as per district policy or Texas Education Code standards to ensure students and staff are aware of the steps to take to ensure preservation of life for an active shooter event.

E. RIOTS

1. In case of a riot, fight, or hostage situation, police officers on campus will be notified immediately. The El Paso Police Department will take command of the situation and will instruct school administrators of necessary actions.
2. Students not involved in the disturbance will be moved to a safe place where they can be supervised and accounted for.
3. Once the disturbance is under control a headcount of students will be made to assure that the facility is secure, that no one has escaped, or may be hiding.
4. Police will detain students participating in the event for further investigation.
5. Police will take appropriate action on students involved to include detention or release pending outcome of investigation.
6. School Administrators will report the incident to the JJAEP Office immediately and submit an incident report to the JJAEP Administration Officer.
7. A copy of the incident report will be placed in the student's file.

F. MEDICAL EMERGENCIES

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

DEFINITION:

Emergency Care: An emergency refers to any serious illness, injury, or situation, which may require surgery and may or may not be life threatening.

The following guidelines will be followed in an emergency health related situation that may present itself as a life-threatening situation:

1. The staff member first to arrive on the scene will begin administering first-aid until professional medical care arrives. While one staff member is administering first-aid, another shall be responsible for calling 911 and obtaining EMS services, contacting the school administrator, parents, and police on campus. The student's welfare is the highest priority, therefore all necessary actions to assure their well-being.
2. Life threatening situations will warrant EMS to transport the student to University Medical Center. A copy of the signed Consent for Medical Treatment will accompany the student with EMS personnel.
3. Once the student has been stabilized or transported, a JJAEP staff member will be responsible for the following:
   a. Brief all necessary personnel on the situation and await further instructions from the school administration.

b. Assure that the parent or a staff member will be at the hospital to provide caring support. (If parent cannot be located, the student may have to be transported back to the school or home after a medical clearance has been obtained).
c. If school administrators are not readily available, proceed immediately in obtaining medical services. Do not delay in securing medical attention.
d. In non-life threatening situations, a staff member or nurse will contact the parent to pick up the student.
e. All medical emergencies are required to be documented. A TJJD Incident Report will be submitted when any medical treatment has been provided. If it is a serious incident, it shall be reported via a telephonic call within 1 hr to police and within 4 hrs to TJJD. The ANE Incident Report must be submitted within 24 hrs. of the incident.

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

POLICY

TJJD standards require that two staff members be certified at all times in cardio-pulmonary resuscitation (CPR) and first aid at all times when on duty and in close proximity to the students when students are present at the JJAEP campus. In accordance to the JJAEP Inter-Local agreement, the standard will be followed and both EPISD and YISD will ensure that at least two regular staff members on duty at all times will be certified in CPR and First Aid. These certified staff members must be in close proximity of JJAEP students throughout the course of the work day. Although the use of substitutes is a common practice, substitutes are not regular status employees and are not required to be certified in CPR/First Aid. As such, it is vital that school administrators work closely with the JJAEP administrator to ensure that at least two staff members included in the daily ratio and in close proximity to JJAEP students are certified in CPR/First Aid at all times.

PROCEDURE

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

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

POLICY

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

PROCEDURES: See Evacuation Plan

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

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

JJAEP CLOSURE

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

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

POLICY

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

The following guidelines will be used to move JJAEP youth:

General Movement & Supervision within JJAEP Campus Facilities:

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

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

When a student leaves the JJAEP facility for any reason this action should be communicated to all appropriate staff.

JJAEP staff should make periodic head counts to ensure the earliest possible detection of an absent student

While moving students from one area of the facility to another, staff should walk behind the group to avoid a student leaving the group. A head count should be conducted when the group arrives at its destination.

Group Movement outside the Facility:

1. JJAEP staff will explain behavioral expectations to students by JJAEP staff 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:
    - Participation in all activities
    - Sit in assigned areas
    - Remain with the group at all times
2. No less than two JJAEP staff must monitor any outdoor activities with JJAEP students unless otherwise approved by the School administrator/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/designee shall be contacted. Staff should use another staff member, or an administrative staff member to return the student.

Student Arrival and Dismissal Protocol

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

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

Supervision by Other Students:

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

Use of Hand Held Radios by Staff:

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

SEARCHES

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

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

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

DEFINITIONS

Contraband

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

Metal Detector Wand

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

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

Guidelines

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

PROCEDURE-CLOTHED/PATDOWN SEARCHES

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

A. When Searches are appropriate:

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

B. Components of a pat down search:

1. Searches must be systematic and orderly.
2. Searches must be conducted with care and attention.
3. The search must be conducted in an area providing distance away from other students to prevent distractions or the transference of contraband from one student to another.
4. Searches are conducted for security, never as discipline.

5. Staff members of the same gender will search students, no exceptions. Cross-gender pat searches are not permitted. As per PREA 115.315 (f).
6. The searching staff must use verbal commands to instruct the student in his or her body movement. Searching staff should never use force or unnecessary physical contact to facilitate movement during a pat-down search.
7. Oral cavity searches shall be conducted to prevent concealment of contraband (only ears, nostrils and mouth).

C. Procedures for conducting an individual pat down search:

1. Metal detector will be used to scan the body. Outline the body with the wand and front and back of body. The metal detector technique will be performed by the same sex gender.
2. Always wear gloves when conducting pat down searches.
3. Advise the student on what is about to occur. Ask the student if he/she has any contraband. If the student admits to be 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 police. 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.
5. Lighters, matches or other incendiary devices.
6. Knives, box cutters or razors; to include pocket knives, keychain knives, letter openers and scissors not classified as "safety scissors".
7. Sprays of any kind or other chemical agents.
8. Glass containers or glass objects.
9. Food and Drinks unless authorized by the administration. 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 nurses. Nurse may know or not know about the medication and will take the necessary action to contact parent regarding other information on the medication.

STRIP SEARCH TECHNIQUES ARE PROHIBITED

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

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

POLICY

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

PROCEDURE

1. Any major or minor violation of the student code of conduct or facility rules that results in a disciplinary referral will be documented and parent notified as soon as possible but no later than 24 hours after issuance of disciplinary referral. All disciplinary referrals for JJAEP students must also be forwarded to the JJAEP administrator.
2. If violation is also a serious incident as defined under TJJD guidelines (Youth sexual conduct, Youth on Youth physical assault, Attempted suicide or reportable injury-restrain related or not restraint related) emergency units will be notified immediately but no later than one 1hr. TJJD should be called within 4 hours followed by an Incident Report within 24 hours via e-mail or phone call.
3. The JJAEP Administrator and 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 CD provided to employee at the beginning of the school year and during New Orientation training.)
4. Details, violation, full name of the referring staff member, action taken by staff member(s) and administrator, date and time of incident, any staff members or students witnessing incident that is basis for the referral, and outcome of incident will be required on documentation. Documentation of a disciplinary report being forwarded to the JJAEP Administrator shall be maintained in the student's JJAEP and JPD file.
5. The JJAEP Administrator will provide a copy of the incident to student probation officers having probationers in JJAEP (if referral not already sent to Juvenile Probation Officer) for further court action if necessary.
6. Incident will be discussed with the school administrators to assure that all information was gathered and to see if any improvement or intervention can be made to facilitate handling the matter.
7. Parent will be contacted to discuss the student's behavior no later than 24 hours after incident.
8. Disciplinary reports are reviewed by TJJD on monitoring visits.

DISCIPLINARY OFFENSES

MAJOR

- Possession of contraband (Weapons)
- Possession of or being under the influence of drugs
- A threat that is perceived as imminent toward any student, teacher or staff member.
- Destruction of property (may require incident report to TJJD)
- Sexual Misconduct (requires incident report to TJJD)
- Assault (requires incident report to TJJD if against another student)
- Sexual assault (requires incident report to TJJD)
- Any incident involving a restraint (requires incident report to TJJD)
- Any incident involving abuse, sexual abuse, neglect, or exploitation (requires incident report to TJJD)

- Any incident that causes substantial disruption during school day, whether on or off school campus, this includes any cyber bullying that may have occurred off-campus but is manifesting on campus (may require incident report to TJJD)

Any incident that may warrant an arrest or meets elements of a Class B misdemeanor or above may require incident report to TJJD)

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

MINOR

- Refusal to follow administrators'/staff directives.
- Verbal Disrespect
- Derogatory or offensive language
- Antagonizing others
- Walking off campus
- Dress code violations
- Tardies or unexcused absences

WEAPONS

The El Paso County JJAEP Probation Officer(s) and JJAEP staff will not possess/utilize a weapon or chemical agent at any time while at any JJAEP facility. At no time shall visitors be in possession of firearms or other weapons.

Law enforcement personnel on active duty and who are acting within the scope of their job and authority may maintain possession of their weapon(s) or chemical agents while within the facility. El Paso County Probation Officers are not authorized to carry weapons or chemical agents.

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

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.

§348.218 RESTRAINT REQUIREMENTS

POLICY

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

Definitions:

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

(1) Approved Personal Restraint Technique--A professionally trained curriculum-based and competency-based restraint technique that uses a person's physical exertion to completely or partially constrain another person's body movement without the use of mechanical restraints. The approved personal restraint technique shall be approved for use by TJJD and adopted by the juvenile board.

(2) Approved Mechanical Restraint Devices--A professionally manufactured and commercially available mechanical device designed to aid in the restriction of a person's bodily movement. The approved mechanical restraint devices shall be approved by TJJD. The following are TJJD approved mechanical restraint devices:

(A) Ankle Cuffs--Metal, cloth or leather band designed to be fastened around the ankle to restrain free movement of the legs;

(B) Anklets--Cloth or leather band designed to be fastened around the ankle or leg;

(C) Handcuffs--Metal devices designed to be fastened around the wrist to restrain free movement of the hands and arms;

(D) Plastic Cuffs--Plastic devices designed to be fastened around the wrist or legs to restrain free movement of hands, arms or legs;

(E) Waist Belt--A cloth, leather, or metal band designed to be fastened around the waist used to secure the arms to the sides or front of the body; and Page 17 of 22

(F) Wristlets--A cloth or leather band designed to be fastened around the wrist or arm which may be secured to a waist belt.

(3) Mechanical Restraint--The application of an approved mechanical restraint device which restricts or aids in the restriction of the movement of the whole or a portion of an individual's body to control physical activity.

(4) Personal Restraint--The application of physical force alone, restricting the free movement of the whole or a portion of an individual's body to control physical activity.

(5) Physical Escort--Touching or holding a student with a minimum use of force for the purpose of directing the student's movement from one place to another. A physical escort is not considered a personal restraint.

(6) Protective Devices--Professionally manufactured devices used for the protection of students or staff that do not restrict the movement of a student. Protective devices are not considered mechanical restraint devices.

(7) Restraint--Application of an approved personal restraint technique, an approved mechanical restraint device, or chemical restraint to an individual to restrict the individual's freedom of movement or to modify the individual's behavior.

Other Relevant Definitions to This Policy

(8) Physical Force: Is defined as the use of any body part of staff to physically move or restrict movement of a child, including but not limited to: grabbing a student with hands to restrict movement or carry a student, pushing/shoving to physically move a student, wrapping arms around a student to restrict movement or carry them, etc.

(9) Excessive Physical Force: Is defined as physical force used by staff wherein less appropriate restrictive attempts to deal with a situation were ignored or not attempted; and/or force used outside of proper training techniques resulting in an injury to the student.

(10) Crisis Situation: Is defined as a situation where an individual is at imminent risk of serious bodily injury -to themselves or another person(s).

MECHANICAL RESTRAINTS

The El Paso County JJAEP School personnel do not utilize mechanical restraints at their facilities. However, local and ISD law enforcement are available at each of the campuses; they are responsible for the use of mechanical restraints and personal restraint matters should a situation arise involving the need to restrain a student. These law enforcement officers are certified peace officers and thus, trained and authorized on the use of mechanical restraints.

PROCEDURE

Only a law enforcement officer may use mechanical restraints.

1. In no event are restraint techniques justifiable as punishment, discipline, compliance or intimidation by any law enforcement officers.
2. The use of any force by any law enforcement officer shall be fully documented and recorded by the JJAEP Campus Administrator or staff who witnesses restraint.

3. Any restraint conducted by a law enforcement officer requires a TJJD incident report form as case may also meet elements of a resisting arrest or other appropriate charge.
4. Restraint shall be terminated as soon as the youth's behavior indicates that the threat of imminent self-injury or injury to others is absent.
5. Any restraint incident resulting in bodily injury or serious bodily injury to a student, as defined in the Texas Penal Code, shall be reported to the county juvenile board or its designee in writing within 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 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

If and 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 staffs, in the JJAEP campus, have to 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 (CPI) shall only use the approved physical restraint techniques as taught. ISD staff who lapse in CPI certification throughout the year must not engage in a physical restraint of JJAEP youth. It will be the responsibility of the Campus Administrator to ensure that staff does not lapse in their certification and if a lapse occurs, staff are aware as to their limitations regarding restraints.
2. All El Paso County probation staff shall be certified and maintain his/her certification in Handle With Care (HWC) techniques accordingly; and
3. At no time shall an employee of the El Paso County Juvenile Probation Department or JJAEP ISD be involved in or assist in a physical restraint of a student or use any physical force against a student unless the employee has been deemed competent through the certified HWC or CPI course.
4. Once a staff member has completed the initial 8 hour/two day HWC certification training for two consecutive yearly terms, the JPD employee will be required to take a refresher course during the third year and certification process begins again every year thereafter in order to maintain his/her certification in this area; and
5. Restraints shall <u>ONLY</u> be used in instances of:
    a. Threat of imminent self-injury
    b. Injury to others and/or
    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

6. 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
7. 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.

Staff Response against Sudden Assault:

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

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

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

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

1. The school administrators must be notified of the physical force/restraint used and an Incident Report shall be completed and submitted to TJJD within 24 hrs.
2. A copy of the report will be placed into the student's JJAEP file.
3. School administrators, JJAEP administrator shall be informed of all incidents where staff has had to use force against a student.

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

Medical Treatment:

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

Restraint Prohibitions
POLICY

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

(1) Restraints used for punishment, discipline, retaliation, harassment, compliance, or intimidation;

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

Restraint Documentation
It is the policy of the El Paso County JJAEP, that restraints should be used as a last resort when all other behavior management techniques have failed or the youth presents an immediate danger to himself/herself or others. JJAEP staff members and campus administrators should be mindful of their ISD policies and Employee Code of Conduct regarding physical contact and restraints of students and be cognizant that JJAEP policies may be stricter and apply additional measures of accountability. All restraints shall be fully documented, communicated to the JJAEP Administrator and TJJD and maintained in the student's case file. Written documentation regarding the use of restraints requires the submission of the **TJJD INCIDENT REPORT (SEE APPENDIX P)** by all involved staff members within 24 hours and will follow all policies, procedures, and timelines to start the process of reporting a restraint. (**SEE APPENDIX Q - INTERNAL INVESTIGATION REPORT)**

PROCEDURE
Incident Report Documentation
Any incident

An Incident Report will be filled with the following information.
(1) Name of student;
(2) Staff member(s) name and title(s) who administered the restraint;
(3) Date of the restraint;
(4) Duration of the restraint including notation of the time the restraint began and ended;
(5) Location of the restraint;
(6) Description of preceding activities;
(7) Behavior prompting the restraint;
(8) Type of restraint applied;
(9) Efforts made to deescalate the situation and alternatives to restraint that were attempted; and
(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.

§348.220 Serious Incidents

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

POLICY

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

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

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

§348.222 Abuse, Exploitation and Neglect

358 ANE DEFINITIONS

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

358.100 DEFINITIONS

(1)Abuse, Neglect, or Exploitation--The definitions of "abuse," "neglect" and "exploitation" shall have the meanings ascribed under Texas Family Code §261.001 and §261.401 which states:

For the purposes of this chapter, "abuse" includes serious physical abuse and sexual abuse as defined in this section. See definitions under 261.001 and 261.401

(2) Alleged Victim--A juvenile under the jurisdiction of the juvenile court or participating in a program operated under the authority of the governing board or juvenile board (as in a JJAEP) who is alleged to be a victim of abuse, neglect or exploitation.

(3) Attempted Escape--Committing an act that amounts to more than mere planning but that fails to effect an escape.

(4) Attempted Suicide--Any voluntary and intentional action that could reasonably result in taking one's own life.

(5) Chief Administrative Officer-- Regardless of title, the person hired by the 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 --

(A) The voluntary, unauthorized departure, or attempt to depart, by an individual who is in custody; or

(B) Failure to return to custody following an authorized temporary leave for a specific purpose or limited period.

(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 required form used to report to the TJJD allegations of abuse, neglect, exploitation, death and serious incidents.

(9) Inconclusive--The finding assigned to an internal investigation when the evidence does not clearly indicate whether or not the conduct, which formed the basis of an allegation of abuse, neglect or exploitation, occurred.

(10) Internal Investigation--A formalized and systematic inquiry conducted by the administrator or designee of a juvenile probation department, juvenile justice program or juvenile justice facility in response to an allegation of abuse, neglect, exploitation or death.

(11) Internal Investigation Report--The written report submitted to the TJJD that summarizes the steps taken and the evidence collected during an internal investigation of alleged abuse, neglect, exploitation or death.

(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, such as a JJAEP Program.

(13) Juvenile Justice Facility ("facility")--A facility, including its premises and all affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. 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, except for a facility operated solely for children committed to the Texas Youth Commission; and

(C) A public or private non-secure juvenile post-adjudication student treatment facility housing juveniles under juvenile court jurisdiction.

(14) Juvenile Justice Program ("program")--A program or department 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 that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-juvenile program that serves juvenile offenders under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

(15) Juvenile Probation Department ("department")--All physical offices and premises utilized by a county or district level governmental unit established under the authority of a juvenile board(s) to facilitate the execution of the responsibilities of a juvenile probation department enumerated in Title 3 of the Texas Family Code and Chapter 141 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 unless further 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 as the reporter.

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

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

(A) Requires medical treatment as defined in this section; or

(B) Results from a personal, mechanical or chemical restraint and is a substantial injury as defined in this section.

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

(22) Serious Physical Abuse--Bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment as defined in this section.

(23) Sexual Abuse--Conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact. A juvenile, regardless of age, may not affirmatively or impliedly 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: intentional touching of the genitalia, anus, groin, breast, inner thigh or buttocks with the intent to abuse, intimidate, hurt, humiliate or harass, arouse or gratify sexual desire; deviate sexual intercourse; sexual contact; sexual intercourse; or sexual performance as those terms are defined in subparagraphs

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 by 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: *See specific definitions as per 37 TAC Chapter 358*

(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, which 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 require medical treatment as defined in this section.

(31) Youth Sexual Conduct--Two or more juveniles, regardless of age, who engage in deviate sexual intercourse, sexual contact, sexual intercourse, sexual performance as those terms are defined in paragraph (24) of this section or sexual behavior, conduct or actions which are exhibited, performed or simulated as those terms are defined in paragraph (25) of this section. A juvenile may not consent to the acts as defined in paragraphs (24) and (25) of this section under any circumstances. Consent may not be implied regardless of the age of the juvenile.

POLICY

The respective JJAEP Program within the YISD serves juveniles that are under the jurisdiction of the El Paso County Juvenile Board and thus, are considered Juvenile Justice Programs. Due to this designation, JJAEPs must adhere to below procedures as set forth in §358 Identifying, Reporting and Investigating Abuse, Neglect, Exploitation, Death and Serious Incidents in Departments, Programs and Facilities in addition to the TECs, ISD or campus policy regarding Abuse, Neglect or exploitation of students in their charge. To this end, the El Paso County JJAEP Program and respective campuses shall have a zero tolerance policy regarding sexual abuse as defined in Chapter 358 of this title. These PREA standards provide for administrative and/or criminal disciplinary sanctions that may apply, in addition to any school based sanctions that may result from a failure to act or a willful act regarding ANE procedures. School administrators/JJAEP Administrator and respective campus staff shall ensure that students in the program are not be subjected to abuse or neglect or exploitation as defined below. The JJAEP Administrator shall oversee the implementation and adherence to the zero tolerance policy and is responsible for the periodic training of volunteers, interns, and staff at both ISD JJAEPs.

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

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

Serious incidents involving a juvenile that:

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

A death of a juvenile that:

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

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

PROCEDURES

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

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

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

1. **Duty to Report:** An employee, volunteer, or other individual working under the auspices of a JJAEP program must report the death of a juvenile or an allegation of abuse, neglect, or exploitation to TJJD and local law enforcement if he/she:
   a. Witnesses, learns of, or receives an oral or written statement from an alleged victim or other person with knowledge of the death of a juvenile or an allegation of abuse, neglect or exploitation has occurred or
   b. Has a reasonable belief that the death of a juvenile or abuse, neglect or exploitation has occurred. Non Delegation of Duty to Report: The duty to report cannot be delegated to another person.
2. **Reporting Time Frames:**
   Except Sexual Abuse or serious physical abuse: Upon receipt of an allegation/complaint of abuse, neglect or other exploitation, the first person of knowledge must make a report to TJJD within 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 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 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 e-mail. If report is made via phone, the completed incident report form must be submitted within 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 24 hours when a student has died or is the alleged victim of abuse, neglect or exploitation;

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

§358.340. PREVENTIVE MEASURES AND REPORTING OF ALLEGATIONS BY STUDENTS

1. JJAEP students have the right to report to TJJD allegations of abuse, neglect or exploitation and the death of a juvenile. During the JJAEP intake held at the school, JJAEP campus staff will provide **APPENDIX R ANE and R1- ANE (SPANISH)** outlining TJJD contact information.
2. Parent and youth will both sign form and be provided a copy that contains the toll free TJJD number.
3. The JJAEP Student Code of Conduct will also advise the students of this right and information on reasonable, free and confidential access to TJJD to report allegations.
4. If family attends the JJAEP Family Program Orientation held at JPD, this information and contact number to TJJD will be provided to them as an additional layer of oversight.
5. JJAEP staff shall make every effort to provide an environment that is free of coercion or any inappropriate conduct of any kind awareness and vigilance of behavior that may indicate abuse, neglect or exploitation.
6. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras can be utilized as additional security, but never as a substitute for face to face supervision.
7. If a student is identified as vulnerable to sexual abuse, steps will be taken to ensure the student's safety, i.e. additional supervision, follow up by JJAEP staff, etc.

8. JJAEP staff shall never be allowed as the sole supervisor of students of the opposite gender. No exceptions! (This includes searches, restroom breaks or any function of the program where students are vulnerable or exposed.
9. Any student with any type of handicap to include deafness will be allowed to report any sexual activity through whatever means necessary to help them communicate. (Unimpeded.)
10. The YISD /Juvenile Probation Department shall not hire, transfer or allow anyone whom has engaged or is pending investigation on sexual abuse or inappropriate sexual conduct to come into any contact with JJAEP youth.

§358.360 ALLEGATIONS OUTSIDE OF THE JUVENILE JUSTICE SYSTEM

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

§358.400 INTERNAL INVESTIGATIONS

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

A. 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.

B. INTERNAL INVESTIGATION PROCEDURES

An internal investigation must be conducted and documents prepared and submitted in accordance to 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 hours of getting the assignment from their respective school district administration).

6. The school administrator or JJAEP/JPD designated officer in charge must always conduct a visual and verbal injury assessment after an incident or allegation of abuse and ensure it is documented on the incident report.
7. If any injury is reported or there is visual evidence of injury, the student must be seen by the nurse or physician immediately.
8. If a nurse or physician is not available, arrangements will be made for immediate transport to area hospital.
9. If a student makes an allegation of sexual abuse, the nurse or physician will immediately examine him or her
10. A written medical assessment must be completed by the nurse or physician and made available to the investigating officer, including any other documentation or information that may be relevant to the investigation.
11. Contact the alleged perpetrator(s) and schedule a formal meeting within 48 hours.
12. As per 358.440 all persons must fully cooperate with any investigation of an allegation of abuse, neglect or exploitation of the death of a juvenile.
13. An employee, intern or volunteer who has been identified as an alleged perpetrator has the right to refuse to be interviewed. However, the alleged perpetrator must cooperate with the investigation to the extent that the investigation does not violate individual rights against self-incrimination.
14. The alleged perpetrator(s) may have no contact with the alleged victim(s) or any other student served by 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. 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 designee(s) must place administrator on administrative leave or reassign him/her to a position having no contact with the alleged victim, relatives of the alleged victim or other juveniles.
22. 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**).

- 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
- Whether any violation of JJAEP or ISD policy or Code of Ethics or Conduct occurred.

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

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

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

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

§358.460 CORRECTIVE MEASURES

- At the conclusion of the internal investigation, the administrations involved shall take appropriate corrective measures, if warranted, which may include, but not limited to:
- Review policies and procedures;
- Revision/modification of any policies or procedures (as appropriate);
- Administrative disciplinary action or appropriate personnel actions against all persons found to have abused, neglected, exploited a juvenile; or otherwise violated policy or;
- 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:

- Facility name
- Alleged victim
- Alleged perpetrator
- Date allegation reported to TJJD
- Date of alleged incident
- Date incident reported to parents or guardian of the juvenile or documentation that diligent efforts to provide notification were made.
- First person who learned or suspected allegation and date
- Dates internal investigation was initiated and completed
- Brief summary of allegation
- Applicable policy and procedure
- Summary and steps of investigation
- Findings of investigation *(*Founded, Unfounded or Inconclusive*)*

- Code of Ethics violations
- Personnel action
- Supporting documentation
- Date the internal investigation was completed
- 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 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 requires 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 30 business days after the initial report to TJJD. This timeframe may be extended upon request. Completed report must be submitted within 24 hours of the investigation's conclusion, and no more than five 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 30 days and to the TJJD within 10 days of conclusion.

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

(SEE APPENDIX Q - INTERNAL INVESTIGATION FORM)

§358.840 SUBMISSION OF INTERNAL INVESTIGATIONS REPORT

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

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

- Written statements
- Relevant medical documentation
- Training records, if applicable
- 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):

- Alleged victim(s) name and DOB;
- Alleged victim(s) PID number;
- Name of subject(s) of investigation; (alleged perpetrator(s)
- Date of birth and driver's license or state issued identification number of investigation subject(s)
- Date and time of alleged incident;
- Date and time incident was reported to the TJJD;
- Type of alleged incident (abuse, neglect or exploitation, death or serious incident, etc.);
- Type of injury, if applicable
- If Restraint related (physical, mechanical or chemical);
- Disposition of internal investigation (i.e., Founded, Unfounded, inconclusive).
- County generated case identification number

TJJD will request information at the end of the school year and will also extract the information from the respective TJJD initial incident report and subsequent Internal Investigation Form to include, but not limited to the following:

§358.600 SERIOUS INCIDENTS

- 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.
- 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 (1) hour of the allegation, TJJD is notified by phone within (4) hours (TJJD # 1-877-786-7263) and the completed incident report form is completed, faxed or emailed to TJJD within (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
- **A report to law enforcement must be made within 1 hour and TJJD within 4 hours in the event of:
- Sexual abuse (contact or no contact)
- Serious physical abuse (injury that requires medical treatment)

- Death

*See Incident report form for breakdown of incidents and timelines for TJJD and Law Enforcement reporting.

§358.320 MEDICAL DOCUMENTS FOR SERIOUS INCIDENTS

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

§348.224 STUDENT CODE OF CONDUCT

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

POLICY

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

PROCEDURE

A. ADOPTION

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

B. NOTICE TO STAFF, STUDENT, PARENT/GUARDIAN

1. Staff, students, parents, guardians, or custodians will be provided with a JJAEP Student Code of Conduct at the time of intake.
2. Upon receipt and review, a signature will be required on the Acknowledgement of receipt of the JJAEP Student Code of Conduct.
3. A copy of the Acknowledgement form will be placed in the student's JJAEP file.

4. Prior to the start of the school year at the annual refresher training and during New Orientation Training at JPD, JJAEP staff will be provided with a CD containing the Student Code of Conduct and other pertinent JJAEP documents. All JJAEP staff will be required to sign an Acknowledgement which will be maintained in their personnel file.

C. DISCIPLINE AND SANCTIONS

The JJAEP Student Code of Conduct will provide sanctions and disciplinary procedures that maybe applied to students for particular behaviors. JJAEP students will be afforded due process protections. The JJAEP Student Code of Conduct will include prohibited behaviors and conduct; disciplinary consequences for prohibited behaviors and conduct; and description of circumstances allowing for removal from the classroom; and circumstances under which a student may be placed into another educational setting.

D. DISCIPLINE MANAGEMENT TECHNIQUES

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

1. STUDENT WITH DISABILITIES
   a. Discipline for students with disabilities is subject to applicable to state federal law, to include district's Student Code of Conduct.
   b. In accordance to the Education Code, students enrolled in Special Education programs (SPED) may not be disciplined for bullying, harassment or making hit lists until an ARD meeting has been held to review the student's conduct.
   c. The JJAEP shall take into consideration a disability that substantially impairs a JJAEP SPED student's capacity to appreciate the wrongfulness of the student's conduct.

2. TECHNIQUE
   The following discipline management techniques may be used alone or in combination for behavior prohibited by the district's Student Code of Conduct or by campus or classroom rules:
   a. Verbal correction, oral or written;
   b. Cooling-off time or "time-out";
   c. Seating changes with the classroom or district buses;
   d. Temporary confiscation of items that are not allowed while the student's is enrolled in the JJAEP;
   e. Rewards or demerits;
   f. Behavioral contracts;
   g. Counseling by teachers, counselors, administrative personnel, probation officer/JAJEP administrator;
   h. Parent-teacher, administrator, probation officer conferences;
   i. Grade reductions for cheating, plagiarism, and as otherwise permitted by district policy;
   j. Afterschool detention;
   k. In-school suspension;

l. Community service;
m. Withdrawal of privileges, such as participation in extracurricular activities;
n. Withdrawal or restriction of privileges;
o. Out-of-school suspension; and
p. Call to law enforcement for new offense.
q. Restitution for damage.
r. A Notice of Absence will be issued for violation of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made, as required to the Justice of the Peace Court or other agencies, as necessary. The Justice of the Peace Court may asses a fine and other requirements for truancy.

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

4. BEHAVIOR COORDINATOR ROLE
   a. The responsibility of the "Behavior Coordinator Role" is taken by the principal of the JJAEP in El Paso County or can be taken by a designated person. Any inappropriate conduct that occurs is reported to the JJAEP administrator who will document the conduct and inform the parents and probation officer.
   b. Consequences for any negative behavior are explained at intake to both the juvenile and parent; it is also outlined in the Student Code of Conduct and JJAEP Policies and Procedures.
   c. When a major infraction of the JJAEP Student Code of Conduct occurs or a serious incident (as defined by TJJD) occurs, the Campus Behavior Coordinator or designated person (if in a District of Innovation) must document the behavior through a disciplinary referral as well as any action taken to address the behavior. Notification to parent(s) will be made as soon as possible, but no later than 24 hours after a disciplinary referral has been given or suspension or removal from the class room into the In School Suspension (ISS) occurs. The disciplinary referral will be submitted to the JJAEP Administrator and/or assigned probation officer; the JJAEP administrator will document the incident in JMIS and file the referral in the juvenile's case file.
   d. Behavior management can be dealt with through counseling, suspension; conferences with parents/PO; placement in ISS or OSS; or through report and/or arrest is warranted.
      (1) Suspension – may be warranted in cases where there has been a serious violation of school rules/policies. The Campus Behavior Coordinator will have the discretion to suspend the juvenile. Suspension is rare as sending the juvenile

home is not conducive to the JJAEP philosophy to maintain the juvenile in school.

(2) The ISS will be used in place of suspension when possible, particularly when the juvenile engages in persistent class disruption.

(3) Arrest - is warranted when an offense has occurred on school grounds or during transport on a district school bus that meets the elements of a Class B misdemeanor or above.

(4) Counseling - will be provided for any inappropriate conduct/incident where there may have been a display of anger, threats to cause harm to staff or students. Such action will help intervene and prevent further incidents.

(5) Conferences – Notification to parents, administrators, JJAEP staff, and probation officers will be made when there is a serious incident or recurrent inappropriate behavior such bullying, harassment, or making hit lists. Conferences will be held by some or all of the above parties to prevent more serious consequences.

(6) Probation Officer/JJAEP Administrator will address the behavior/incident with the juvenile and will inform the court of any and all incidents (if applicable).

(7) Home visits will be conducted if there are persistent, unexcused absences. Behavior Coordinators, CIS coordinators, case managers, counselors, school social workers and/or probation officer may conduct the home visit.

(8) Court Ordered Counseling Services - The juvenile's counselor/therapist may be contacted by the probation officer to be made aware of the behaviors displayed in the school setting.

E. PROHIBITED SANCTIONS

The JJAEP Student Code of Conduct lists prohibited sanctions to include corporal punishment, physical abuse, humiliating punishment or hazing; physical exercise imposed for discipline or intimidation; deprivation of food and water; one student sanctioning another or expulsion from a JJAEP.

F. DRESS CODE PROCEDURES

PURPOSE: The dress code is established to teach grooming and hygiene, to instill discipline, and to prevent disruption.

1. UNIFORM APPEARANCE: Students are expected to arrive in school uniform and groomed in a manner that is clean and neat, that will not be a health or safety hazard to themselves or to others. Students out of compliance will be given an opportunity to correct the problem. Failure to correct the problem will require an immediate parent conference. Students with severe violations will be sent home to change into appropriate clothing, returning to campus immediately. Failure to return will result in an unexcused absence.
2. FACIAL APPEARANCE:

   Males:

   a. No facial hair. Beards, goatees, & mustaches will not be permitted. Non-compliant students will be escorted to the restroom to shave. Parents will be required to purchase razors.
   b. Sideburns will be allowed down to mid-ear only. Sideburns must be maintained at all times.
   c. Cutting or shaving of eyebrows is NOT permitted.
   d. Tongue or facial piercing is NOT permitted.

e. All fingernails will be kept short and trimmed at all times. At no time will they be allowed to extend beyond the tips of the finger.

Females:

a. No make-up of any kind to include but not limited to: lipstick, Chap Stick, blush, eye liner, brow liner, shadow, mascara, etc.
b. All fingernails will be kept short and trimmed. Nail polish or artificial nails will not be permitted. At no time will they be allowed to extend beyond the tips of the finger.
c. Make-up will be confiscated and not returned.
d. Non-compliant students will be escorted to the restroom by their parents/guardian to wash off makeup.

3. TATTOOS:
   All tattoos on the arms and neck must be covered with a white long-sleeve undershirt.
4. HAIRCUTS:
   a. All students will maintain a clean appearance at all times.
   b. Hair must not cover face or eyes.
   c. No spiked hair (no more than 1" in length) or Mohawks allowed.
   d. Student's hair color shall not cause a distraction.
   e. Males with long hair must have hair pulled away from the face into pony tail. Use of black elastic hair band is required.
   f. Hair should be shampooed regularly.
5. JEWELRY:
   No jewelry, religious or otherwise, watches or body piercings are permitted. ALL jewelry will be confiscated.
6. SHIRTS:
   a. Polo Shirts with appropriate school level colors required. Some schools will have a logo on their shirts. Shirts will remain tucked in at all times.
   b. For safety and security reasons, students must wear only plain white undergarments under their shirts. Females must wear a white bra under their shirt.
   c. Oversized shirts will not be permitted.
7. PANTS/BELTS:
   a. Pleated or straight-front Dockers style or dress slacks with appropriate school level colors are required.
   b. Pants will be worn at or above the waistline. Depending on the JJAEP facility, black belts may be required to properly secure the pants at the waistline. Sagging is not allowed.
   c. Insignia, logo, military, or woven belts are not permitted.
   d. No baggy pants, bell-bottoms, cut pant legs, dragging pant legs; Capris, hip huggers/low rise jeans, cargo pants or side pockets are allowed.
   e. Pants must be the appropriate size for the student, not to exceed ONE INCH LARGER than his /her waist OR excessively tight so as not to create a distraction.
   f. Pant length should touch the top of the shoe's heel and not be frayed at the edges. Extra gym shorts under the pants will not be permitted.
8. SHOES:
   a. Black dress shoes or solid black tennis shoes, with regular width black shoe laces.

b. Thick or colored shoe laces will not be allowed. Shoes will remain laced and tied properly throughout the day.
c. Extra socks in shoes will not be permitted.
d. Open-toed shoes such as sandals or steel-toed shoes will not be allowed.
e. Socks must be plain WHITE.

9. WINTER CLOTHING:
   a. Sweatshirts must FIT the student. NO oversized sweatshirts are allowed.
   b. No sweatshirts with hoodies will be allowed. JJAEP facilities may require jackets or sweatshirts school logos on uniforms.
   c. White long sleeve shirts may be worn under student's polo shirt.
10. ADDITIONAL ITEMS:
   a. No cell phones or pagers at any time.
   b. No electronic equipment of any kind allowed.
   c. No weapons of any type. This includes small pocket knives and/or cutting instruments.
   d. Gum and candy will be confiscated.
   e. Loose items in pockets and/or notebooks will be confiscated and not returned. i.e., any personal items.
   f. Students will not be allowed to enter the restroom while in possession of any type of writing utensil. Pens/pencils will be confiscated and not returned.
   g. Students will not be permitted to bring wallets, purses, and more than $2.00 for lunch.

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

POLICY

GRIEVANCE PROCEDURES

a. Procedure and practice shall facilitate student complaints of mistreatment or complaints. The El Paso County JJAEP has a policy to provide an opportunity to resolve any complaint that a student or parent may have in reference to mistreatment, instructional or programmatic issues, or a belief that the student's rights have been violated by staff, policy, or another student. Retaliation in any form against a student who files a complaint is strictly prohibited. The intent of this standard is to give students the opportunity to express concerns within the program.
b. Grievance procedures shall ensure that each student is afforded one level of appeal on all grievance complaints.
c. 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)**
d. Students and parents may submit the grievance form to a staff member at the JJAEP Campus (counselor, administrator, CIS) or may go directly to Pupil and Parent Services at 9600 Sims, El Paso, TX 79925; 915-434-0743. Student or parent may also contact the assigned probation officer or the Diversionary and

JJAEP Administrator, Jennifer Contreras at 915.849.2500 or email at jecontreras@epcounty.com to further discuss the issue or submit grievance.

e.

COMPLAINTS

a. General complaints should be resolved at the lowest possible administrative level. General complaints or questions regarding campus level decisions should be addressed with the school administrator/assistant school administrator or the JJAEP administrator.
b. The student should make an honest effort to discuss and resolve problems being experienced by dealing face-to-face with the JJAEP staff whenever possible.
c. The JJAEP staff will take reasonable and appropriate steps in an attempt to correct the problem; if staff is unable to resolve the matter, the student can report it to the JJAEP administrator or school administrator/assistant school administrator verbally or in writing. A Student Grievance Form can be provided upon request from staff.
d. Grievance procedures shall ensure that each student is afforded one level of appeal on all grievance complaints. The JJAEP administrator, school administrator/or assistant school administrator will investigate the grievance and will attempt to resolve the grievance. Upon request, a student's parent/ guardian will be provided a copy of the Student Grievance Form, including the response within five (5) school days after submitting the grievance. Efforts to resolve the matter will be documented on a Student Grievance Review form, which will serve as verification as to what actions were taken by the administration to address the grievance. (**SEE APPENDIX – S1 JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS**)
e. Copies will be forwarded to the JJAEP Administrator and Copies of the Student Grievance Form/Student Grievance Review Form will be placed in the JJAEP file and student school file kept at the JJAEP facility or JJAEP office at the JPD.
f. If the student/parent feels that they are not satisfied with the response provided by staff, school administrators or the JJAEP Administrator, they have a right to go to Pupil Services/Juvenile Probation Department appeal the results. The deadline for submitting an appeal of the initial response must be no earlier than five (5) school days after the student receives the initial response. The student will receive a written response within 10 school days after submitting an appeal. (Student Grievance Form/Student Grievance Review Form for Administrators, the TJJD ANE notices, and JPD notice on how to file a complaint is attached at the end of the intake packet.)

GRIEVANCE FORM FOR PARENTS

El Paso County JJAEP will maintain the policy to address the complaints within 5 working days or earlier. All complaints/grievances from parents, or members of the community against any employee of the Juvenile Probation Department and/or employee of the YISD should be resolved as quickly as possible. Corrective action against any employee of the YISD, or the Juvenile Probation Department will be taken if necessary. Parents must receive and sign a copy of the JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS (response to complainant's grievance) to acknowledge that complaint was addressed. **(SEE APPENDIX T1 GRIEVANCE REVIEW FORM FOR ADMINISTRATORS)**

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

POLICY

SEXUAL ABUSE PROCEDURES

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

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

All JJAEP personnel shall adhere to the abuse, exploitation and neglect requirements set forth in chapters 358 of this title. Supervision of JJAEP students is critical to ensure that prevention and intervention of sexual abuse and **APPENDIX T OUTLINES SEXUAL ABUSE RED FLAGS.**

JAEP personnel will report any type of abuse immediately to school administrators, JJAEP administrators, law enforcement, Texas Department of Protective and Regulatory Services, and the Texas Juvenile Justice Department. Law enforcement will be notified within 1hour; TJJD will be notified within 4 hours; and the TJJD Incident Report will be submitted within 24 hours. The following persons must also be notified for any sexual abuse outcries.

- School administrators
- School nurse
- Police - 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 – jecontreras@epcounty.com
- Have the student examined by nurse and/or physician;
- Student and family should be referred to sexual abuse counseling as soon as possible.

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

§348.300 TJJD PERFORMANCE REPORTS

(a)TJJD completes a 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.

Each biennium, TJJD provides statistical and performance data for every mandatory JJAEP indicating if the JJAEP is impacting the measures being utilized in the evaluation.

PROCEDURE

TJJD publishes statistical and performance data gathered statewide from all counties which will indicate how each JJAEP in the state has performed within the last two years. Once the JJAEP Performance report is published, it is disseminated by the JJAEP Administrator to the Juvenile Board, Chairman of the School Board of trustees and each ISD superintendent and stakeholders participating in the JJAEP, as well as JJAEP school administrators to show how the El Paso County JJAEP rated among other counties in above areas (c 1-6).

§348.400 FUNDING FOR THE JJAEPs

(a) Funding for JJAEPs is provided in accordance with requirements in the General Appropriations Act. (b) TJJD will not release funds to a JJAEP until it has received the following: (1) memorandum of understanding with completed signature page(s), as required by 348.200 for this title; (2) student code of conduct for the current school year; and (3) school calendar. (c) TJJD will not release funds to a 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.

It is understood by the YISD that the daily rate of compensation for educational services is determined by the State of Texas and is subject to change throughout the year.

EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM AMENDED STUDENT CODE OF CONDUCT 2021-2022 SCHOOL YEAR



THEDISTRICT
YSLETA INDEPENDENT SCHOOL DISTRICT

Ysleta Independent School District

JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGEMENT-YISD

Dear Student and Parent:

The El Paso County Juvenile Probation Department provides this Student Code of Conduct to parents/guardians and students who have been admitted into the Juvenile Justice Alternative Education Program (JJAEP). Your child is in the JJAEP due to expulsion for one of the mandatory expulsions listed in the table below. The purpose of this publication is to provide you with information about the general rules and guidelines for attending and receiving an education in the Ysleta ISD while in the JJAEP. A JJAEP brochure is also provided with this document containing the contact numbers for ISD campus principal/assistant principal and the El Paso County Juvenile Probation JJAEP staff.

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

The student and parent each must sign below on the space provided and it must be turned in to the school.

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

Student's Name: _____
(Please Print)

Student's Signature: _____ Date: _____

Parent/Guardian's Name: _____
(Please Print)

Parent/Guardian's Signature: _____ Date: _____

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

JJAEP Offense Listing for Mandatory Expulsion

**New items shown in italics*

Offense Code	Offense Description (Updates are in Italics)	Offense Type
37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02(a)] [Education Code (EC) 37.007 A(1)]	Mandatory
37.007A12B	*Unlawful Weapon: Location-Restricted Knife [PC 46.02 (a)] [EC 37.007 (a)(1)] (For students who are under the age of 18)*	Mandatory
37.007A12C	Unlawful Weapon: Club [PC 46.02(a)] [EC 37.007 (a)(1)]	Mandatory
37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]	Mandatory
37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]	Mandatory
37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05 (a)(3)] [EC 37.007 (a)(1)]	Mandatory
37.007A15D	Prohibited Weapon: Firearm Silencer (Penal Code 46.05 (a) (1)(D)) (37.007 A(1))	Mandatory
~~37.007A15E~~	~~Prohibited Weapon: Knuckles [PC 46.05 (a)(5)] [EC 37.007 (a)(1)] (to be de-activated)~~	~~Mandatory~~
37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05 (a)(6)] [EC 37.007 (a)(1)]	Mandatory
37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]	Mandatory
37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05 (a)(8)] [EC 37.007 (a)(1)]	Mandatory
37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05 (a)(9)] [EC 37.007 (a)(1)]	Mandatory
37.007A15J	*Prohibited Weapon: Improvised Explosive Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]*	Mandatory
37.007A2A1	Aggravated Assault	Mandatory
37.007A2A2	Aggravated Sex Assault	Mandatory
37.007A2A3	Sex Assault	Mandatory
37.007A2B	Arson	Mandatory
37.007A2C1	Murder	Mandatory
37.007A2C2	Capital Murder	Mandatory
37.007A2C3	Attempted Murder	Mandatory
37.007A2D	Indecency With A Child	Mandatory
37.007A2E	Aggravated Kidnapping	Mandatory
37.007A2F	Aggravated Robbery	Mandatory
37.007A2G	Manslaughter	Mandatory
37.007A2H	Criminally Negligent Homicide	Mandatory
37.007A2I	Continuous Sex Abuse Of A Young Child Or Children (PC 21.02)	Mandatory
37.007A3	Felony Drug	Mandatory
37.007D(M)	Retaliation	Mandatory
37.007B1	Felony Terroristic Threat	Mandatory
37.007E	Federal Firearm	Mandatory

JJAEP STUDENT CODE OF CONDUCT

A. ADOPTION

The Ysleta Independent School District has adopted this JJAEP Student Code of Conduct as a supplement to its Student Code of Conduct. JJAEP students shall follow all disciplinary procedures adopted in their respective school district's student code of conduct in addition to those in this JJAEP Student Code of Conduct..

B. NOTICE

Students, parents, guardians, or custodians will be provided with a JJAEP Student Code of Conduct at the time of intake. They will also be required to sign an Acknowledgement of receipt of the JJAEP Student Code of Conduct. As part of your JJAEP placement, you must become familiar with the YISD Student Code of Conduct (located on the YISD website) which contains comprehensive information regarding all matters related to enrollment at a YISD school.

C. DISCIPLINE AND SANCTIONS

The JJAEP Student Code of Conduct will provide sanctions and disciplinary procedures that may be applied to students for particular behaviors. JJAEP students will be afforded due process protections. The JJAEP Student Code of Conduct adopts the District's sanctions and disciplinary procedures to include prohibited behaviors and conduct; disciplinary consequences for prohibited behaviors and conduct; description of circumstances allowing for removal from the classroom; and circumstances under which a student may be placed into another educational setting.

In accordance to the District's student code of conduct, discipline will be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action will draw on the professional judgment of teachers and administrators and on a range of discipline management techniques. Discipline will be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements. Prohibited behaviors by students are outlined in the YISD Student Code of Conduct outlined on the YISD website, however, due to JJAEP status, the below categories are designated to distinguish between major and minor violations of the JJAEP Student code of Conduct.

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DISCIPLINARY OFFENSES

MAJOR

- Possession of contraband (Weapons)
- Possession of or being under the influence of drugs
- A threat that is perceived as imminent toward any student, teacher or staff member.
- Destruction of property (may require incident report to TJJD)
- Sexual Misconduct (requires incident report to TJJD)
- Assault (requires incident report to TJJD if against another student)
- Sexual assault (requires incident report to TJJD)
- Any incident involving a restraint (requires incident report to TJJD)
- Any incident involving abuse, sexual abuse, neglect, or exploitation (requires incident report to TJJD)
- Any incident that causes substantial disruption during school day, whether on or off school campus, this includes any cyberbullying that may have occurred off-campus but is manifesting on campus (may require incident report to TJJD)

Any incident that may warrant an arrest or meets elements of a Class B misdemeanor or above may require incident report to TJJD)

MINOR

- Refusal to follow administrators'/staff directives

- Verbal Disrespect
- Derogatory or offensive language
- Antagonizing others
- Walking off campus
- Dress code violations
- Tardies or unexcused absences

The District will take into consideration self-defense, intent or lack of intent, the student's disciplinary history and a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct as factors in the decision to order a suspension or removal from the classroom.

Considering the above factors, discipline for a particular offense (unless otherwise specified by law) may bring into deliberation varying techniques and responses. The following discipline management techniques may be used – alone or in combination for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

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

If a student is removed from the JJAEP and placed in another setting other than a disciplinary alternative education program, the student will have to return to the JJAEP to complete the expulsion term upon re-enrollment. The JJAEP student may be given the opportunity to attend summer school, if applicable, to make up credits or TAKS/STAAR testing obligations.

JJAEP CAMPUS ADMINISTRATOR ROLE

a. Any inappropriate conduct that occurs is reported to the JJAEP Administrator and probation officer who will document the conduct/incident.

b. Consequences for any negative behavior are explained at the JJAEP school intake to both the juvenile and parent; it is incorporated in the Student Code of Conduct and Policies and Procedures for staff.

c. When inappropriate conduct or an incident occurs, the Administrator documents the behavior through a disciplinary referral as well as any action taken to address the behavior. Notification to parent(s) will be made when there has been a suspension or removal from the class room into In School Suspension (ISS). The disciplinary referral will be submitted to the JJAEP Administrator; the JJAEP administrator will document the incident in JMIS and file the referral in the juvenile's case file.

d. Behavior management can be dealt with through counseling; suspension; conferences with parents/Probation Officer; or placed into ISS. If an arrest is warranted, further consequences may be incurred. Possible schools based consequences include the following:

1) **Suspension** – may be warranted in cases where there has been a serious violation of school rules/policies. The Administrator will have the discretion to suspend the juvenile. Suspension is rare as sending the juvenile home is not conducive to the JJAEP philosophy to maintain the juvenile in school.
2) **ISS** will be used in place of suspension when possible, particularly when the juvenile engages in persistent class disruption.
3) **Arrest** – is warranted when an offense has occurred on school grounds or during transport on a district school bus.
4) **Counseling** – will be provided for any inappropriate conduct/incident where there may have been a display of anger, threats to cause harm to staff or students. Such action will help intervene and prevent further incidents.
5) **Conferences** – Notification to parents, administrators, JJAEP staff, and probation officers will be made when there is a serious incident or recurrent inappropriate behavior such as bullying, harassment, or making hit lists. Conferences will be held by some or all of the above parties to prevent more serious consequences.
6) **Probation Officer/JJAEP Administrator** – will address the behavior/incident with the juvenile and will inform the court of any and all incidents (if applicable).
7) **Home visits** – will be conducted if there is persistent unexcused absences. Administrator, case managers, counselors, and/or probation officer may conduct the home visit.
8) **Court Ordered Counseling Services -** the juvenile's counselor/therapist may be contacted by the probation officer to be made aware of the behaviors displayed in the school setting.

EXPECTATION OF JJAEP STUDENTS

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

D. PROHIBITED SANCTIONS

JJAEP students shall follow the prohibited sanctions listed in their respective school district's student code of conduct. The following sanctions shall be prohibited:

(1) Corporal punishment, physical abuse, humiliating punishment or hazing;
(2) Deprivation of food and water;
(3) One student sanctioning another, or
(4) Expulsion from a JJAEP
(5) Physical exercises imposed for discipline or intimidation

E. DRESS CODE

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

UNIFORM APPEARANCE: Students are expected to arrive in school uniform and groomed in a manner that is clean and neat, that will not be a health or safety hazard to themselves or to others. Students out of compliance will be given an opportunity to correct the problem. Failure to correct the problem will require an immediate parent conference. Students with severe violations will be sent home to change into appropriate clothing, returning to campus immediately. Failure to return will result in an unexcused absence. Continued noncompliance may result in a disciplinary referral. Campus administrators will communicate and work collaboratively with the JJAEP Administrator in the event a JJAEP student requires assistance in obtaining uniform items.

Facial Appearance

- **No facial hair.** Beards, goatees, & mustaches will not be permitted. **Non-complying students will be escorted to the restroom by parents/guardian to shave. Parents will be required to purchase razors.**
- Sideburns will be allowed down to mid-ear only. Sideburns must be maintained at all times.
- Cutting or shaving of eyebrows is NOT permitted.
- Tongue or facial piercing is NOT permitted.
- **All** fingernails will be kept short and trimmed. Nail polish or artificial nails will not be permitted. At no time will nails be allowed to extend beyond the tips of the finger.
- No make-up of any kind to include but not limited to: lipstick, Chap Stick, blush, eye liner, brow liner, shadow, mascara, etc.
- **All** fingernails will be kept short and trimmed. Nail polish or artificial nails will not be permitted. At no time will nails be allowed to extend beyond the tips of the finger.
- Make-up will be confiscated and not returned.
- **Non-compliant students will be escorted to the restroom to wash off make-up.**

Tattoos:

- **ALL** tattoos on the arms and neck must be covered with a **white long-sleeve undershirt.**

Haircuts:

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

Jewelry:

- No jewelry, religious or otherwise, watches or body piercings are permitted. ALL jewelry will be confiscated.

Shirts:

- Forrest Green polo shirts are required for high school JJAEP students; Navy Blue polo shirts are required for students enrolled in the middle school.
- Shirts will remain tucked in at all times.
- *Students must wear only **plain white undergarments** under their shirts. Females must wear a white bra under their shirt.*

- Oversized shirts will not be permitted.

Pants/Belts:

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

Shoes:

- **Black** dress shoes or **solid black** tennis shoes, with regular width **black** shoe laces.
- Thick or colored shoe laces will not be allowed. Shoes will remain laced and tied properly throughout the day.
- Extra socks in shoes will not be permitted.
- Open-toed shoes such as sandals or steel-toed shoes will not be allowed.
- Socks must be plain WHITE.

Winter Clothing:

- A matching colored, hooded or normal sweatshirt is required for cold weather conditions. Uniforms are available with the school administration.
- Black or White Sweatshirts must FIT the student. **NO oversized** sweatshirts are allowed.
- White long sleeve shirts may be worn under student's polo shirt.

Additional Items:

- No cell phones or pagers at anytime.
- No electronic equipment of any kind allowed. For example, toys, games, ipods, etc
- No weapons of any type. This includes small pocket knives and/or cutting instruments. Certain illegal or location-restricted knives may also result in criminal charges.
- Gum and candy will be confiscated.
- Loose items in pockets and/or notebooks will be confiscated and not returned. i.e., any personal items.
- Students will not be allowed to enter the restroom while in possession of any type of writing utensil. Pens/pencils will be confiscated and not returned.
- Students **will not** be permitted to bring wallets or purses, and they may not have any more than $2.00 for lunch.

F. GRIEVANCE PROCEDURES

The El Paso County JJAEP has a policy to provide an opportunity to resolve any complaint that a student or parent may have in reference to mistreatment, instructional or programmatic issues, or a belief the student's rights have been violated by staff, policy, or another student. Retaliation in any form against a student who files a complaint is strictly prohibited. A copy of the grievance form is attached to this packet. Students and parents may submit the grievance form to a staff member at the JJAEP Campus (counselor, administrator, CIS) or may go directly to Pupil and Parent Services at 9600 Sims, El Paso, TX 79925; 915-434-0743. Student or parent may also contact the assigned probation officer or the Diversionary and JJAEP Administrator, Jennifer Contreras at 915.849.2500 or email at jecontreras@epcounty.com to further discuss the issue or submit grievance.

General complaints should be resolved at the lowest possible administrative level. General complaints or questions regarding campus level decisions should be addressed with the school principal/assistant principal

and/or the JJAEP administrator. If student or parent 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.

1. The student should make an honest effort to discuss and resolve problems being experienced by dealing face-to-face with the JJAEP staff whenever possible.

2. The JJAEP staff will take reasonable and appropriate steps in an attempt to correct the problem; if staff is unable to resolve the matter, the student can report it to the JJAEP Administrator or school principal/assistant principal verbally or in writing. A Student Grievance Form must be provided to the student upon request by school staff.

3. The JJAEP administrator, principal/or assistant principal will investigate the grievance and will attempt to resolve the grievance. The student will receive a written response within five (5) school days after submitting the grievance. Efforts to resolve the matter will be documented on a Student Grievance Review Form for Administrators. Copies will be forwarded to the JJAEP Administrator. Upon request, a student's parent/ guardian will be provided a copy of the Student Grievance Form, including the response. Copies will be placed in the JJAEP file and student school file.

4. If the student/parent feels that they are not satisfied with the response provided by staff, school administrators or the JJAEP Administrator, they have a right to go to Pupil Services/Juvenile Probation Department and appeal the results. The deadline for submitting an appeal of the initial response must be no earlier than five (5) school days after the student receives the initial response. The student will received a written response within 10 school days after submitting an appeal.

5. COMPLAINTS & GRIEVANCES FROM PARENT

   El Paso County JJAEP facilities will maintain the policy to respond quickly to all complaints/grievances from parents, or members of the community against any employee of the Juvenile Probation Department and/or employees of the YISD. Corrective action will be taken if deemed necessary. Parents must receive a copy of the JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS (response to complainant's grievance) and will sign to acknowledge that they received a copy.) A copy of the Student Grievance Form is attached to this student code of conduct.

G. SEXUAL ABUSE POLICY

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

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

The Prison Rape Elimination Act of 2003 (PREA), a federal law that addresses the prevention of sexual abuse in adult and juvenile facilities or programs, such as the JJAEP as well as community correction programs. All JJAEP facilities will maintain a zero tolerance policy in conjunction with PREA regarding all forms of sexual abuse in all juvenile facilities and programs operated by the El Paso County Juvenile Probation Department and the TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD). School administrators, school staff and JJAEP personnel all shall be designated as coordinators to oversee the implementation and adherence to this zero tolerance policy.

All JJAEPs shall have a zero tolerance policies and practices regarding sexual abuse in accordance with the Prison Rape Elimination Procedures Act of 2003 (§358.500) that provide for administrative sanctions as explained in §348.224 of the JJAEP Policies and Procedures manual will be followed to include:

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

1. Any JJAEP staff personnel that witnesses, learns of, receives an oral/written statement from a student or other person with knowledge or reasonable belief of an occurrence of alleged serious physical abuse of sexual abuse involving a student shall follow JJAEP school protocol of informing their principal or assistant principal and subsequently reporting to the TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD) and local law enforcement. **The JJAEP facilities will maintain a zero tolerance policy in conjunction with PREA regarding all forms of sexual abuse. The JJAEP Administrator and Campus Administrators (Principal and Assistant Principal) shall oversee the implementation and adherence to the zero tolerance policy. (All volunteers, interns, and staff shall be trained regarding Abuse, Neglect and Exploitation and PREA standards.)**

2. No officer, volunteer, counselor, teacher, visitor, student shall engage in any conduct of a sexual nature. There is no "consent" allowance for any juvenile under the care and/or control of the Department as well as juveniles previously under the care and/or control of the Department. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras will also be utilized as additional security, but never as a substitute for face to face supervision.

3. If a student is identified as vulnerable to sexual abuse, steps will be taken to ensure his/her safety, i.e. additional supervision, referral to school counselor to discuss possible issues, notification to probation officer (if applicable) to also assist in identifying any problems.

4. 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).

5. 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. (No restrictions will be applied by the school)

6. YISD/Juvenile Probation Department shall not hire or promote anyone whom 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.

7. YISD/Juvenile Probation Department shall make every effort to provide an environment that is free of coercion or any inappropriate conduct of any kind.

8. 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.

9. All allegations shall be investigated thoroughly by a neutral party and all shall be reported to Local Law Enforcement.

10. All students may report in writing (grievances) by telephone, face to face, or another means that will allow for their privacy and protection.

11. If a student does not feel comfortable reporting to anyone in the JJAEP they may contact a third party (Law Enforcement, TJJD, CPS, etc.) directly.

12. **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.**

13. 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

1. JJAEP personnel will report any type of abuse immediately to school administrators, JJAEP Administrators, law enforcement, Texas Department of Protective and Regulatory Services, and the TEXAS JUVENILE JUSTICE DEPARTMENT within 24 hours. The below persons must receive a notification or report regarding allegation:
   a. School administrators
   b. School nurse
   c. Police – 911
   d. Parent
   e. Texas Department of Protective and Regulatory Services - 1-800-252-5400
   f. TEXAS JUVENILE JUSTICE DEPARTMENT - 1-877-786-7263; submit TJJD Incident Report to abuseneglect@tjjd.texas.gov
   g. JJAEP Administrator – 915-849-2500.

2. Depending on the nature, source, or circumstances surrounding the abuse, staff may be directed to:
   a. Have the student examined by nurse and/or physician;
   b. Make referral to local police agencies;
   c. Contact parents and advise them of incident;
   d. Gather as much relevant information as possible pertaining to the sexual assault;
   e. Student and family should be referred to sexual abuse counseling as soon as possible; or
   f. 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).

H. HIGH SCHOOL EQUIVALENCY

Students in JJAEP that have struggled within a traditional school curriculum and setting may have the option of participating in a High School Equivalency program. This is an option available for any student of the JJAEP and requires pre testing and possible remedial assistance to get student prepared for the actual test. Students that want to have this considered should first speak to their parent(s), probation officer and guidance counselor about this option and ensure the below criteria is met.

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

A JJAEP student, who has less than 4 high school credits, will be considered a priority for consideration of a high school equivalency program.

I. CONSIDERATION OF REMOVAL OF A CHILD

Consideration will be given as a factor in each decision concerning suspension, removal to a disciplinary alternative education program, expulsion, or placement in a juvenile justice alternative education program, regardless of a whether the decisions concerns a mandatory or discretionary action, to a student's status in the conservatorship of the Department of Family and Protective services or a student's status as a student who is homeless.

J. TRANSITION FROM AN ALTERNATIVE EDUCATION PROGRAM TO REGULAR CLASSROOM

As soon as possible after an alternative education program determines the date of a student's release from the program, the alternative education program administrator (Cesar Chavez Academy), shall provide written notice of that date to the student's parent or a person standing in the parental relation to the student and the administrator of the campus to which the student intends to transition to. YISD and receiving district will jointly develop an appropriate written exit plan *from* the JJAEP and transition plan *to* the home school. An academic review will be provided to include a review of courses attended, credits earned, credits pending, discipline and behavior progress or follow up areas, state assessment and/or IOWA skills test scores (Pre and Post), and attendance records for JJAEP term through the JJAEP Exit Transition Meeting facilitated by Cesar Chavez Academy. In order to promote successful transition and long term success, said exit transition meeting will occur prior to a youth's withdrawal from the JJAEP and will include the home school (returning) campus administrator or designee, YISD Campus administrator, assigned 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).

K.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.

EL PASO COUNTY JUVENILE **PROBATION DEPARTMENT**

JJAEP STUDENT GRIEVANCE FORM

GRIEVANCE TYPE:
□ **MISTREATMENT** □ **PROGRAMATIC ISSUES** □ **VIOLATION OF STUDENT'S RIGHTS**

JJAEP FACILITY
□ **CCA** □ **CCMS**

Date & Time: _____ ID: _____

Employee accepting grievance: _____

Please explain: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Student's Signature: _____

Grievance Received By: _____ Time & Date: _____

Copies of all Student Grievances and Grievance Reviews shall be forwarded to the JJAEP Administrator, Jennifer Contreras at jecontreras@epcounty.com



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.

Appendix G

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

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

HR Reviewer's Name:

_____
Print Name and Title

_____
Signature

Date: _____

THE ABOVE SIGNATURE CERTIFIES THAT THE LISTED JJAEP EMPLOYEES HAVE ALL THE ABOVE INFORMATION ON FILE AS REQUIRED BY THE TEXAS JUVENILE PROBATION COMMISSION.

				Education and Certification						Personal Records											Policies and Procedures	
	EMPLOYEE NAME	POSITION	JJAEP START DATE	Bachelor's Degree	Proof of licensing or certification verification	College or University Accreditation	College, High School Diploma, Certificate or Home School Transcript	Teacher Certification	Special Ed Certification	Job Description	Criminal History Records Check – NCIC/TCIC	LOCAL SEX OFFENDER CHECK	FAST-FINGER PRINTS	FIRST AID	CPR	CPI, IF APPLICABLE	Applicable Certification Verification	Applicable Personnel Actions	Documentation of Employee Qualifications	Certified Letter from the Employing School District's HR, if applicable[6]	New Orientation & JJAEP Policies and Procedures	Documentation of Receipt of the Student Code of Conduct
																					X	X
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			
Address	*City*	*State*	*Zip*

Administrator's Name/Title	*Phone*	*Fax*

Type of Program/Facility (check one):
- ☐ Pre-Adjudication (Detention)
- ☐ Post-Adjudication (Secure)
- ☐ Post-Adjudication (Non-Secure)
- ☐ Probation
- ☐ JJAEP
- ☐ Day Reporting Program

LAW ENFORCEMENT NOTIFICATION

Law Enforcement Agency Name			*Person Notified*	
Phone	*Fax*	*Report Number*	*Date Notified*	*Time Notified*

SERIOUS INCIDENTS -- Report to TJJD within ***24 Hours***

- ☐ Attempted Escape
- ☐ Escape
- ☐ Escape-Furlough
- ☐ Youth Sexual Conduct
- ☐ Youth-on-Youth Physical Assault
- ☐ Attempted Suicide:
  Referred for Mental Health Services? ☐ Y ☐ N
- ☐ Reportable Injury:
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

YOUTH INVOLVED

Name		*DOB*	*Age*	*Race*	*Height*

Weight	*Gender*	*Placing County*	*PID*	*Current Location of Youth:*
	☐ M ☐ F			☐ Facility ☐ Residence ☐ Other

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

ABUSE, NEGLECT, EXPLOITATION, OR DEATH

Report to TJJD and Law Enforcement within ***24 Hours:***

- ☐ Exploitation
- ☐ Emotional Abuse
- ☐ Verbal Abuse
- ☐ Neglect:
  ☐ Medical ☐ Supervisory
- ☐ Physical Abuse
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

Report to Law Enforcement within ***1 Hour*** and TJJD within ***4 Hours***

- ☐ Death:
  ☐ Suicide ☐ Non-Suicide
- ☐ Sexual Abuse:
  ☐ Contact ☐ Non-Contact
- ☐ Serious Physical Abuse (injury that requires medical treatment):
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

11209 Metric Boulevard, Bldg. H
Austin, TX 78758

P.O. Box 12757
Austin, TX 78711

www.tjjd.texas.gov
P (512) 490-7230 or (512) 490-7126

STAFF-ON-YOUTH ALLEGATIONS ONLY

ALLEGED VICTIM: YOUTH

Name	*DOB*	*Age*	*Race*	*Height*

Weight	*Gender*	*Placing County*	*PID*	*Current Location of Youth:*
	☐ M ☐ F			☐ Facility ☐ Residence ☐ Other

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

ALLEGED PERPETRATOR: STAFF

Name / Title	**DOB**	Gender	Re-Assigned	Resigned	Suspended	Terminated
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

YOUTH-ON-STAFF ASSAULTS ONLY

TJJD will 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*
			☐ M ☐ F

Was the staff injured? ☐ Y ☐ N

If Yes: Was medical treatment needed? ☐ Y ☐ N

Briefly describe any injuries:

SUSPECT: YOUTH

Name	*DOB*	*Age*	*Race*

Gender	*Placing County*	*PID*
☐ M ☐ F		

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

DESCRIPTION OF INCIDENT

- **THIS SECTION MUST BE COMPLETED. Supplementary attachments may *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*	*Date*
	X	

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

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First Person of Knowledge Name/Title	*Phone #*	*Email Address*

County Case ID #	*County*	*Incident Date*	*Incident Time*

LOCATION OF ALLEGED INCIDENT

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Address	*City*	*State*	*Zip*

Administrator's Name/Title	*Phone*	*Fax*

Type of Program/Facility (check one):

- ☐ Pre-Adjudication (Detention)
- ☐ Post-Adjudication (Secure)
- ☐ Post-Adjudication (Non-Secure)
- ☐ Probation
- ☐ JJAEP
- ☐ Day Reporting Program

LAW ENFORCEMENT NOTIFICATION

Law Enforcement Agency Name			*Person Notified*	
Phone	*Fax*	*Report Number*	*Date Notified*	*Time Notified*

SERIOUS INCIDENTS -- Report to TJJD within ***24 Hours***

- ☐ Attempted Escape
- ☐ Escape
- ☐ Escape-Furlough
- ☐ Youth Sexual Conduct
- ☐ Youth-on-Youth Physical Assault
- ☐ Attempted Suicide:
  Referred for Mental Health Services? ☐ Y ☐ N
- ☐ Reportable Injury:
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

YOUTH INVOLVED

Name	*DOB*	*Age*	*Race*	*Height*

Weight	*Gender*	*Placing County*	*PID*	*Current Location of Youth:*
	☐ M ☐ F			☐ Facility ☐ Residence ☐ Other

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

ABUSE, NEGLECT, EXPLOITATION, OR DEATH

Report to TJJD and Law Enforcement within ***24 Hours:***

- ☐ Exploitation
- ☐ Emotional Abuse
- ☐ Verbal Abuse
- ☐ Neglect:
  ☐ Medical ☐ Supervisory
- ☐ Physical Abuse
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

Report to Law Enforcement within ***1 Hour*** and TJJD within ***4 Hours***

- ☐ Death:
  ☐ Suicide ☐ Non-Suicide
- ☐ Sexual Abuse:
  ☐ Contact ☐ Non-Contact
- ☐ Serious Physical Abuse (injury that requires medical treatment):
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

11209 Metric Boulevard, Bldg. H
Austin, TX 78758

P.O. Box 12757
Austin, TX 78711

www.tjjd.texas.gov
P (512) 490-7230 or (512) 490-7126

STAFF-ON-YOUTH ALLEGATIONS ONLY

ALLEGED VICTIM: YOUTH

Name	*DOB*	*Age*	*Race*	*Height*

Weight	*Gender*	*Placing County*	*PID*	*Current Location of Youth:*
	☐ M ☐ F			☐ Facility ☐ Residence ☐ Other

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

ALLEGED PERPETRATOR: STAFF

Name / Title	**DOB**	**Gender**	**Re-Assigned**	**Resigned**	**Suspended**	**Terminated**
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

YOUTH-ON-STAFF ASSAULTS ONLY

TJJD will 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*
			☐ M ☐ F

Was the staff injured? ☐ Y ☐ N

If Yes: Was medical treatment needed? ☐ Y ☐ N

Briefly describe any injuries:

SUSPECT: YOUTH

Name	*DOB*	*Age*	*Race*

Gender	*Placing County*	*PID*
☐ M ☐ F		

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

DESCRIPTION OF INCIDENT

- **THIS SECTION MUST BE COMPLETED. Supplementary attachments may *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*	*Date*
	X	

Counseling Department Mission: Canutillo School Counselors are committed to empowering students to reach their potential, achieve their personal goals, and be contributing members of society.

TO: Canutillo ISD School Board Members, Dr. Pedro Galaviz
FROM: Nicole Morales, District Lead Counselor
DATE: July 14, 2021
RE: Student Support Services Student Re-Entry Plan 2021-2022
CC: Marina Rocha, Dr. Monica Reyes, Dr. Debra Kerney

Here is the request for the re-entry plan for students for the 2021-2022 from School Counseling Social Work, and Student Support Services. We are committed to focus on a "whole child approach" in working with students, in collaboration with Student Support Services programs. Evidence based systems that will be utilized: trauma-informed care, social-emotional learning, and crisis response/intervention practices.

Re-Entry Plan

1. Training for Teachers

- Social Emotional Learning (SEL) training for all staff during professional development week. Providing teachers and staff with "tips and tricks" to work with students to meet their social/emotional needs.
- Trauma Informed Care Training (all staff)
- Suicide Prevention/Child Protective Services (CPS) reporting given by counselors to campus staff (all campuses)
- Behavioral/Mental Health trainings from outside partner agencies, such as Project Vida, NAMI, Peak, El Paso Behavioral Health, El Paso Mental Health, and Child Guidance Center.

2. System Support
   - Partnership with Project Vida with *Be Well Initiative* (CHS/NWECHS-expanding to CMS and Garcia ES)
   - Partnership with *Texas Tech Health for Telemedicine* Psychiatric Services for students-districtwide (TTCHAT)
   - Coordinated School Health collaboration/Wellness Program revamp

3. Direct Services
   - Collaboration with UTEP Social Work program to utilize social work interns with school counselors for case management.
   - Creation and implementation of a Student Assistance Program (SAP) *AC+ION Program* referral process for Tier 2/3 intervention for students' behavioral/mental health support.

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

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

P: (915) 877-7508
F: (915) 877-7527
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.

- SEL Curriculum implementation for PK-12 Counseling Lessons-Grades 3-12 with ReThink Education.
- Implementation of American School Counseling Association (ASCA) Model for Multi-Tiered Systems Support (MTSS) for students (whole child approach to counseling/behavioral/mental health).
- Creation of Safety Team-with a focus on Behavioral Threat Assessment.
- Positive Behavior Interventions and Support (PBIS) campus approach districtwide.
- Apricot Social Solutions program implementation that will provide a cloud base - case management program the district social workers and counselors will use for direct referrals to outside agencies.
- Integration of Panorama Education resource for full PK-12 Social Emotional Learning (SEL) curriculum implementation.
- Social Emotional Learning (SEL) after school club/activities for students
- Social Services for students and families.

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.