

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held September 27, 2022, 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
2. **BOARD HONORS**
 - A. Recognition of Canutillo ISD Teachers Who Were Selected to Participate in the Inaugural Cohort of the Innovative Educator Cohort from the El Paso Community Foundation
Presenter: G. Reveles
 - B. Recognition of Northwest Early College High School Students Who Were Honored by the College Board with a National Recognition Award
Presenter: G. Reveles
 - C. Recognition of Northwest Early College High School, Canutillo Elementary School, Bill Childress Elementary School and Reyes Elementary School for Earning an A Rating in the 2022 Texas Education Agency Accountability Ratings
Presenter: G. Reveles
3. **OPEN FORUM-OTHER**

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

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

For further information on those policies, contact the Superintendent's Administrative Assistant.
4. **BOARD OF TRUSTEE BUSINESS**
 - A. Discussion and Possible Action Regarding Bond 2022 6
Presenter: G. Reveles
 - B. Discussion and Possible Action to Approve a Resolution Expressing the Board's Intent with Respect to the Use of Proceeds of Bonds to be Issued Following 39

Approval of the Voters of the District, Establishment of a Bond Accountability Committee and Other Matters Incident Thereto

Presenter: G. Reveles

- C. Discussion and Possible Action Regarding Behavior Displayed by Trustee Blanca Trout During Canutillo ISD Homecoming Parade to Include Possible Censure of Board Member

Presenter: S. Coronado

5. **SPECIAL PRESENTATION-OTHER**

- A. 2022 Canutillo Academic Ratings and Spring 2022 Assessment Results for STAAR and TELPAS

Presenter: J. Harrison

6. **CONSENT AGENDA-VOTING**

A. *BUSINESS SERVICES*

- 1. Approval of the Meeting Minutes
 - a. Approval of the August 22, 2022 Special Board Meeting Minutes 55
- 2. Approval of the Monthly Warrant List 59
Presenter: C. Pulley
- 3. Approval of the Budget Amendments 60
Presenter: C. Pulley
- 4. Approval of Affiliation Agreement with Tenet Healthcare Corporation ("Tenet") 64
Presenter: T. Andrews
- 5. Approval of Purchase from Bellwether Utilizing TEA Approval for Math Framework in the Amount of \$70,000.00 66
Presenter: J. Arellano
- 6. Approval of Architectural Rendering Services from MNK Architects, for Major Construction Projects Proposed Under "Every Child, Every School - Canutillo Bond 2022" Program in the Amount of \$50,000.00 72
Presenter: B. Vasquez
- 7. Approval to Purchase Components and Professional Services Needed for Installation of Network Refresh for Secondary Campuses, Utilizing DIR-TSO-4167 Cooperative in the Amount of \$193,932.21 from Advanced Network Management, Inc. 75
Presenter: Dr. O. Rico
- 8. Approval to Renew Analytics Software with 4TELLX Utilizing Buyboard Contract 661-22 for an Additional Two Years, at \$66,442.15 per Year for a Total of \$132,884.30 90
Presenter: Dr. D. Kerney
- 9. Approval of Purchase from Frontline Education Systems for TEAMS Information System Maintenance and Support Utilizing Region 19 Contract 17-7247 in the Amount of \$64,500.00 110
Presenter: Dr. O. Rico
- 10. Approval to Award RFP 2031-01 Copy Machine Solutions to Spectrum Imaging Technologies (Spectrum Imaging Technologies Inc.) for 36 Months, With the Option to Extend for Two Additional Years, 12 Months at a Time 115
Presenter: E. Sida
- 11. Approval to Enter Into Interlocal Cooperative Agreement with EPIC 6, Regional 110

- Presenter:** E. Sida
12. Approval of List of Items Identified as Surplus/Salvage for Auction Sales to be Held at Canutillo Middle School (Surplus Warehouse) at 7311 Bosque Rd on October 12, 2022 125
Presenter: A. Aguilar
- B. *CURRICULUM AND INSTRUCTION*
1. Approval of 2022-23 Student Handbook and Student Code of Conduct 127
Presenter: Dr. D. Kerney
2. Approval of Tuition Waivers for the 2022-2023 School Year and Transfer Update 281
Presenter: Dr. D. Kerney
3. Approval of Memorandum of Understanding Between Canutillo ISD and Aliviane 283
Presenter: Dr. M. Reyes
4. Approval of Memorandum of Understanding with El Paso County Juvenile Justice Alternative Education Program for the 2022-2023 School Year 287
Presenter: Dr. M. Reyes
5. Approval of the Texas Education Agency Application for the Option Flexible School Day Program 2022-2023 School Year for Student Support Department Opportunity Academy 391
Presenter: Dr. M. Reyes
6. Approval of the Texas Education Agency Application for Pregnancy Related Services for School Years 2022-2023, 2023-2024, and 2024-2025 408
Presenter: Dr. M. Reyes
- C. *HUMAN RESOURCES*
1. Approval of UIL Stipend for E-Sport Coach/Sponsor for Northwest Early College High School (NWECHS) 411
Presenter: M. Carrasco
2. Approval of Additional Personnel for the Montessori Program in Accordance with Local/Legal Policy DEA 413
Presenter: M. Carrasco
- D. *INTERNAL AUDIT*
1. Approval of Updated the Internal Audit CFC (LOCAL) Policy **2nd Reading** 414
Presenter: R. Lucero
7. **EXECUTIVE SESSION**
To Consult with Attorney Under Sections 551.071, 551.072 and 551.074 of the Texas Government Code:
- A. Discussion Regarding Possible Sale of District Owned Real Estate; Pursuant to Texas Government Code Section 551.072
8. **NEW BUSINESS (continued); OTHER**
- A. Discussion and Possible Action Regarding Sale of District Owned Real Estate
9. **ADJOURNMENT**

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

CANUTILLO A Premier District



Vision

Canutillo ISD is the premier district.
We lead today to positively impact tomorrow.

Mission

Canutillo ISD supports and embraces diversity in a multi-cultural society. Our school community thrives in a safe, engaging, inclusive learning environment. We provide equitable opportunities to ensure our future-ready students are inspired to explore, learn, grow and excel.

#BeCanutillo
Tomorrow's Best Today

CHILD
EVERY
SCHOOL
CANUTILLO BOND 2022



CANUTILLO ISD SNAPSHOT

- Student enrollment: 6,024
- A 93% Hispanic-serving District
- Employees: 990
- Student Teacher Ratio: 16:1

Number of schools

- 1 high school
- 1 Early college high school
- 2 middle schools
- 6 elementary schools

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DISTRICT SNAPSHOT



Fifth largest school district in El Paso County.



District traces its roots to El Paso County School system, but incorporated in 1959.



Canutillo ISD buses travel 291,056 miles each year.

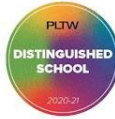


Canutillo ISD food services serves over 1.7 million meals each year.



Canutillo ISD custodians service over 550,000 square feet of instructional space every day.

DISTRICT HIGHLIGHTS



- Only Triple-A Rated School District in Region 19 by the Texas Education Agency for high achievement by students.
- Best Small School District in Texas 2022 from the HEB Excellence in Education Awards.
- U.S. Department of Education National Blue Ribbon School, Northwest Early College High School
- Purple Star Campus Designation for Military Connected Families, Reyes Elementary School
- Project Lead the Way Distinguished School, Davenport Elementary School
- First ISD in the region to launch public Montessori program
- Science, Technology, Engineering and Math Academy, Canutillo Middle School
- Medical Academy, Alderete Middle School
- Aa3 Credit Rating by Moody's Investors Service

STATE FUNDING

State funding for school construction and capital improvements not funded by bonds. Districts must pass a bond in order to qualify to apply for assistance

\$0

**EVERY CHILD
EVERY SCHOOL**
CANUTILLO BOND 2022

**focuses on four
main considerations:**



SAFETY & SECURITY



GROWTH



EQUITY



STUDENT PROGRAMMING

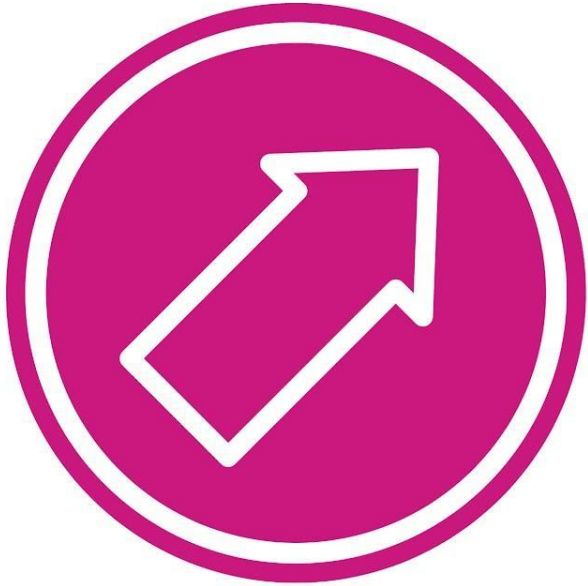


SAFETY & SECURITY

CISD commissioned safety and security study of all facilities.

Study conducted by M6 Global, a national expert in school safety.

CISD Facilities Master Plan identified improvements needed throughout the District for safety protocols and security systems.



GROWTH

District experiencing 20 percent growth (outpacing the state)

CISD one of only 2 districts in the county experiencing growth.

Currently 2,000 homes under construction within CISD boundaries

More than 5,000 additional homes already planned

Reyes and CHS currently are at or above capacity.



EQUITY

Canutillo ISD facilities are on average 25 years old.

Facilities study identified more than \$500 million in deferred maintenance and upgrade needs throughout the District.

CISD is committed to providing equitable access to learning facilities to its historic communities, including our first campuses in the District while addressing new communities within District boundaries.



STUDENT PROGRAMMING

CISD is the highest-performing district in Region 19.

District still has deficiencies in student programming, especially in the secondary level.

CTE instruction, fine arts and athletics facilities for programs such as robotics, engineering, medical, band and athletics are substandard when compared to other Region 19 schools

CISD has no infrastructure for common programs such as orchestra, wrestling, gymnastics and other CTE instruction.

CHILD EVERY
EVERY SCHOOL
CANUTILLO BOND 2022



\$264.1
MILLION

BOND BALLOT

PROPOSITION

A

Construction
Projects

\$255.7 million

PROPOSITION

B

Maintenance Tax
Notes Refinancing

\$8.4 million

CANUTILLO HIGH SCHOOL

Proposed Project: New Athletics/Fine Arts/CTE Classroom Wing Addition

- health sciences instructional space including classrooms, labs offices and storage.
- Renovation of instructional space for engineering and robotics programs.
- multipurpose room for athletics; also, training rooms, coach's offices, locker rooms, showers and renovations for cheer/dance, soccer, volleyball, basketball, baseball and track.
- band room and choir room as well as instructional space for guitar/piano/mariachi, practice rooms, dressing rooms, storage and library.

Other projects: Baseball and softball lights, scoreboards, rubber roof membrane replacement and other roof repairs.

Estimated cost: \$42,000,000

NORTHWEST EARLY COLLEGE HIGH SCHOOL

Proposed Project: Construction of New NWECHS Campus

- Construction of brick-and-mortar campus for NWECHS.

Estimated cost: \$25,000,000

ALDERETE MIDDLE SCHOOL

Proposed Project: New Middle School

- Construction of a new middle-school campus in 79911 ZIP Code
 - The design features will focus on adequate instructional spaces for the Medical Academy.
- Purchase of land for construction of campus.
 - A typical Middle School Campus requires between 25 to 30 acres.

Estimated cost: \$67,000,000

CANUTILLO MIDDLE SCHOOL

Proposed Project: Reconstruction of Canutillo Middle School

- Construction of new middle school building.
- No land purchase necessary.

Estimated cost: \$62,000,000

REYES ELEMENTARY

Proposed Project: Classroom Wing Addition

- Construction and FF&E for a new classroom wing for elementary instruction, on the northwest part of the school to relieve overcrowding.

Estimated cost: \$10,000,000

CANUTILLO ELEMENTARY SCHOOL

Proposed Project: New Multipurpose Building

- Construction of stand-alone building to serve as gathering space for student activities.
 - This building will accommodate a basketball court, offices, restrooms, and storage.
- Discretionary Campus Improvement Fund
 - These funds can be coordinated with Campus Leadership, and the Campus Improvement Committee.
- Other projects:
 - Parking lot and asphalt play courts re-coating
 - Replace fabric canopies with metal canopies
 - Rubber roof membrane replacement and other roofing repairs.

Estimated cost: \$7,000,000

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BILL CHILDRESS ELEMENTARY SCHOOL

Proposed Project: New Multipurpose Building

- Construction of stand-alone building to serve as gathering space for student activities.
 - This building will accommodate a basketball court, offices, restrooms, and storage.
- Discretionary Campus Improvement Fund
 - These funds can be coordinated with Campus Leadership, and the Campus Improvement Committee.
- Other projects:
 - Parking lot and asphalt play courts re-coating
 - Replace fabric canopies with metal canopies
 - Rubber roof membrane replacement and other roofing repairs.

Estimated cost: \$6,700,000

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DAVENPORT ELEMENTARY SCHOOL

Proposed Project: New Multipurpose Building

- Construction of stand-alone building to serve as gathering space for student activities.
 - This building will accommodate a basketball court, offices, restrooms, and storage.
- Discretionary Campus Improvement Fund
 - These funds can be coordinated with Campus Leadership, and the Campus Improvement Committee.
- Other projects:
 - Parking lot and asphalt play courts re-coating
 - Replace fabric canopies with metal canopies
 - Rubber roof membrane replacement and other roofing repairs.

Estimated cost: \$6,200,000

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GARCIA ELEMENTARY SCHOOL

Proposed Project: New Multipurpose Building

- Construction of stand-alone building to serve as gathering space for student activities.
 - This building will accommodate a basketball court, offices, restrooms, and storage.
- Discretionary Campus Improvement Fund
 - These funds can be coordinated with Campus Leadership, and the Campus Improvement Committee.
- Other projects:
 - Parking lot and asphalt play courts re-coating
 - Replace fabric canopies with metal canopies
 - Rubber roof membrane replacement and other roofing repairs.

Estimated cost: \$6,400,000

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JOSE DAMIAN ELEMENTARY SCHOOL

Proposed Project: New Multipurpose Building

- Construction of stand-alone building to serve as gathering space for student activities.
 - This building will accommodate a basketball court, offices, restrooms, and storage.
- Discretionary Campus Improvement Fund
 - These funds can be coordinated with Campus Leadership, and the Campus Improvement Committee.
- Other projects:
 - Parking lot and asphalt play courts re-coating
 - Replace fabric canopies with metal canopies
 - Rubber roof membrane replacement and other roofing repairs.

Estimated cost: \$6,700,000

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LONE STAR BUILDING

Proposed Project: Roof

- Rubber roof membrane replacement and other roofing repairs.

Estimated cost: \$2,700,000

SAFETY & SECURITY MEASURES

Proposed Project: Safety and Security projects based on recommendations from Safety Expert Assessment being conducted in August 2022.

- Board will receive briefing on safety audit on Aug. 15.

Estimated cost: approximately \$14,000,000

BOND PROJECT MANAGEMENT

Fee to contract third-party management of all Bond projects on behalf of the District.

PROPOSITION B MAINTENANCE TAX NOTES

Payoff of maintenance tax notes on the election ballot, borrowed at the height of the COVID-19 pandemic to provide every student in the District with resources to support remote instruction including Apple devices, universal connectivity, and LED lighting, need to be paid back.

Cost: \$8,400,000



TAX IMPACT

3 cents max to current tax rate

Average CISD home: \$5 a month
(\$60 a year)

Assumes homestead exemption of \$40,000

Home Valuation	Annual Impact if approved	Monthly Impact if approved
\$100,000	\$18	\$1.50
\$150,000	\$33	\$2.75
\$223,258 (average CISD home)	\$55	\$5.00
\$300,000	\$78	\$6.50
\$400,000	\$108	\$9.00
\$500,000	\$138	\$11.50



\$0

**TAX IMPACT
FOR SENIOR
CITIZENS**

TAX RATE HISTORY



VOTER INFORMATION

OCTOBER						
2	3	4	5	6	7	8
9	10	11	last day to register to vote			
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	early voting				

NOVEMBER						
early voting	1	2	3	4	5	
6	7	8	election day		11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

More info at:





TRANSPARENCY

CISD Contract with the Voters

- Legally-binding resolution
- Creates Bond timelines
- Establishes list of projects
- Bond Portal with real-time updates
- Citizen Bond Advisory Council

MORE INFORMATION

www.canutillo-isd.org/canutillobond2022



QUESTIONS

A RESOLUTION expressing the Board's intent with respect to the use of proceeds of bonds to be issued following approval of the voters of the District, establishment of a bond accountability committee and other related matters

WHEREAS, the Board of Trustees (the "Board") of the Canutillo Independent School District located in El Paso County, Texas (the "District") has called an election to be held on November 8, 2022 (the "Election") to authorize the issuance of \$255,730,900 of unlimited tax school building bonds (the "Proposition A Bonds") and the issuance of \$8,369,100 of refunding bonds to refund all or a portion of the "Canutillo Independent School District Maintenance Tax Notes, Series 2020" (the "Proposition B Bonds"); and

WHEREAS, at public meetings and presentations in connection with the Election, there have been various public discussions of the District's plans for its facilities and the construction projects currently anticipated to be financed with Proposition A Bond proceeds in the event the District voters approve the Proposition A Bonds in the Election; and

WHEREAS, the Board would like to establish its current intention to use funds from any issuance of the Proposition A Bonds for certain projects; and

WHEREAS, at public meetings and presentations in connection with the Election, there have been various public discussions of the District's plans for its outstanding maintenance tax obligations to be refunded with Proposition B Bond proceeds in the event the District voters approve the Proposition B Bonds in the Election; and

WHEREAS, the Board would like to establish its current intention to use funds from any issuance of the Proposition B Bonds for a certain purpose; and

WHEREAS, the Board hereby finds and determines that this action is in the best interests of the citizens of the District; now, therefore,

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

SECTION 1: The Board covenants and pledges to the voters of the District that the District will issue the Proposition A Bonds, if approved by the voters, in one or more series, in accordance with applicable requirements of law, for the purposes of designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities, to wit: classroom additions and other improvements to existing elementary schools; construction of one (1) new middle school; improvement to, and reconstruction of, Canutillo Middle School; additions and improvements to Canutillo High School; additions and improvements to Northwest Early College High School; security improvements to District facilities and secure vestibules for various school buildings; any necessary or related removal of existing facilities; and the purchase of the necessary sites for schools and school facilities (collectively, the "2022 Bond Projects") The 2022 Bond Projects shall include:

- (i) Construction of new multipurpose classroom wing addition for Canutillo High School;
- (ii) Construction of a new brick-and-mortar classroom campus for Northwest Early College High School
- (iii) Construction of a new Alderete Middle School.
- (iv) Reconstruction of Canutillo Middle School.
- (v) Construction of a new classroom wing addition at Reyes Elementary School.
- (vi) Construction of one multi-purpose classroom addition at Canutillo, Childress, Davenport, Damian and Garcia elementary schools.
- (vii) Allocation of approximately \$1 million for deferred maintenance projects at each of the following schools: Canutillo, Childress, Davenport, Damian and Garcia elementary schools.
- (viii) Replacement of the rubber roof membrane at the Lone Star Building.
- (ix) Allocation of approximately \$10 million to \$14 million for districtwide safety and security construction and system upgrades.

The order of the listed 2022 Bond Projects in this Section is not intended to confer any priority of construction scheduling.

SECTION 2: The Board covenants and pledges to the voters of the District that the District will issue the Proposition B Bonds, if approved by the voters, in one or more series, in accordance with applicable requirements of law, for the purposes of refunding all or a portion of the principal and/or interest on certain previously issued maintenance tax obligations styled “Canutillo Independent School District Maintenance Tax Notes, Series 2020”, dated June 1, 2020.

SECTION 3: Following approval of the Proposition A Bonds by the voters at the Election, the Board shall establish a Bond Accountability Committee to monitor implementation of the 2022 Bond Projects.

SECTION 4: 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 5: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6: 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 7: 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 8: This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

[Remainder of page left blank intentionally.]

PASSED AND APPROVED, this 27th day of September, 2022.

CANUTILLO INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(District Seal)

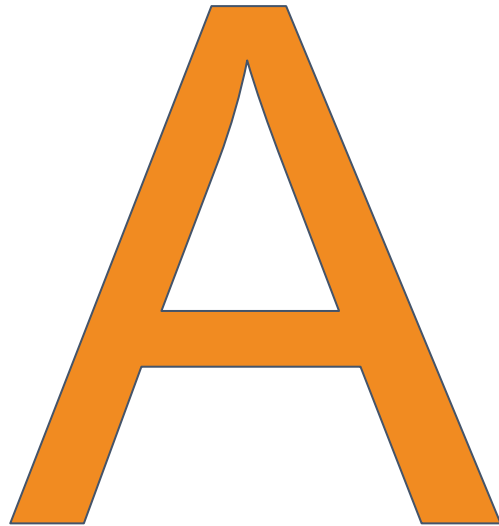
CANUTILLO A Premier District

2022 Canutillo Assessment Results & Academic Ratings

Presented by: Jessica Harrison
District Testing, Research, & Accountability Administrator



Accountability Rating Summary



	Component Score	Scaled Score	Rating
Overall		90	A
Student Achievement		86	B
STAAR Performance	49	81	
College, Career and Military Readiness	60	90	
Graduation Rate	96.4	90	
School Progress		91	A
Academic Growth	78	91	A
Relative Performance (Eco Dis: 61.0%)	55	88	B
Closing the Gaps	86	88	B



How did our schools do?

	Overall Rating	Overall Scale Score	Student Academic Achievement Rating	Student Achievement Score	School Progress Rating	School Progress Score	Academic Growth Rating	Academic Growth Score	Relative Performance Rating	Relative Performance Score	Closing the Gaps Rating	Closing the Gaps Score	Distinction Designations
BCE	A	93	C	74	A	96	A	96	B	80	B	86	★
CES	A	91	C	77	A	91	A	91	B	85	A	90	★★★★
DDE	B	88	C	76	B	89	B	89	B	85	B	86	★★★
GES	B	84	C	73	B	86	B	86	C	72	C	79	
JDE	C	79	C	72	B	82	B	82	NR*	-	C	71	
RES	A	96	A	91	A	94	A	94	B	82	A	100	★★
AMS	B	84	B	80	B	86	B	83	B	86	B	80	★★★★★
CMS	B	84	C	76	B	86	B	86	B	80	B	80	★★★
CHS	B	80	C	79	B	82	B	82	B	80	C	76	★
NW	A	98	A	97	A	95	A	92	A	95	A	100	★★★★
									* Not Rated, HB1365				

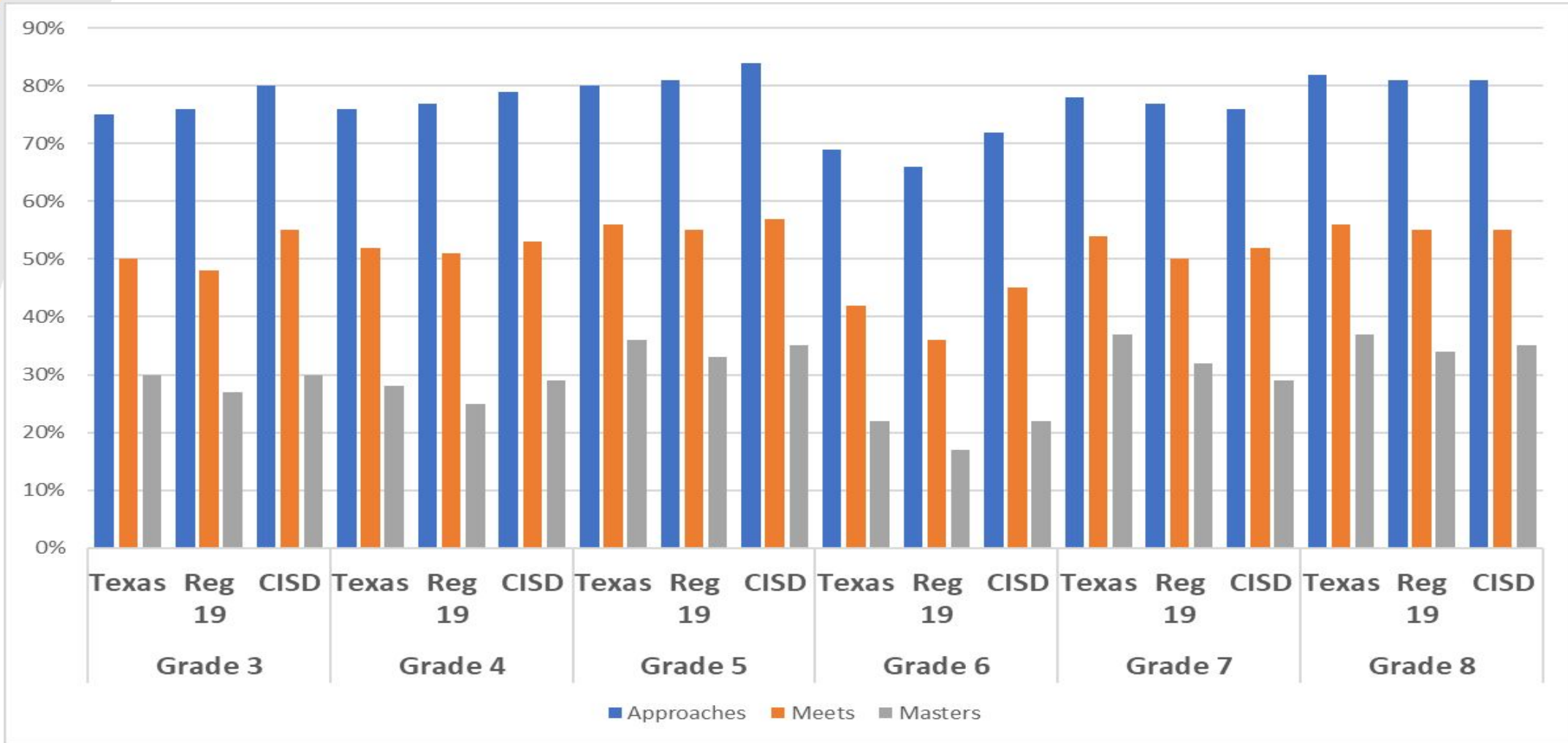


How do we compare across the region?

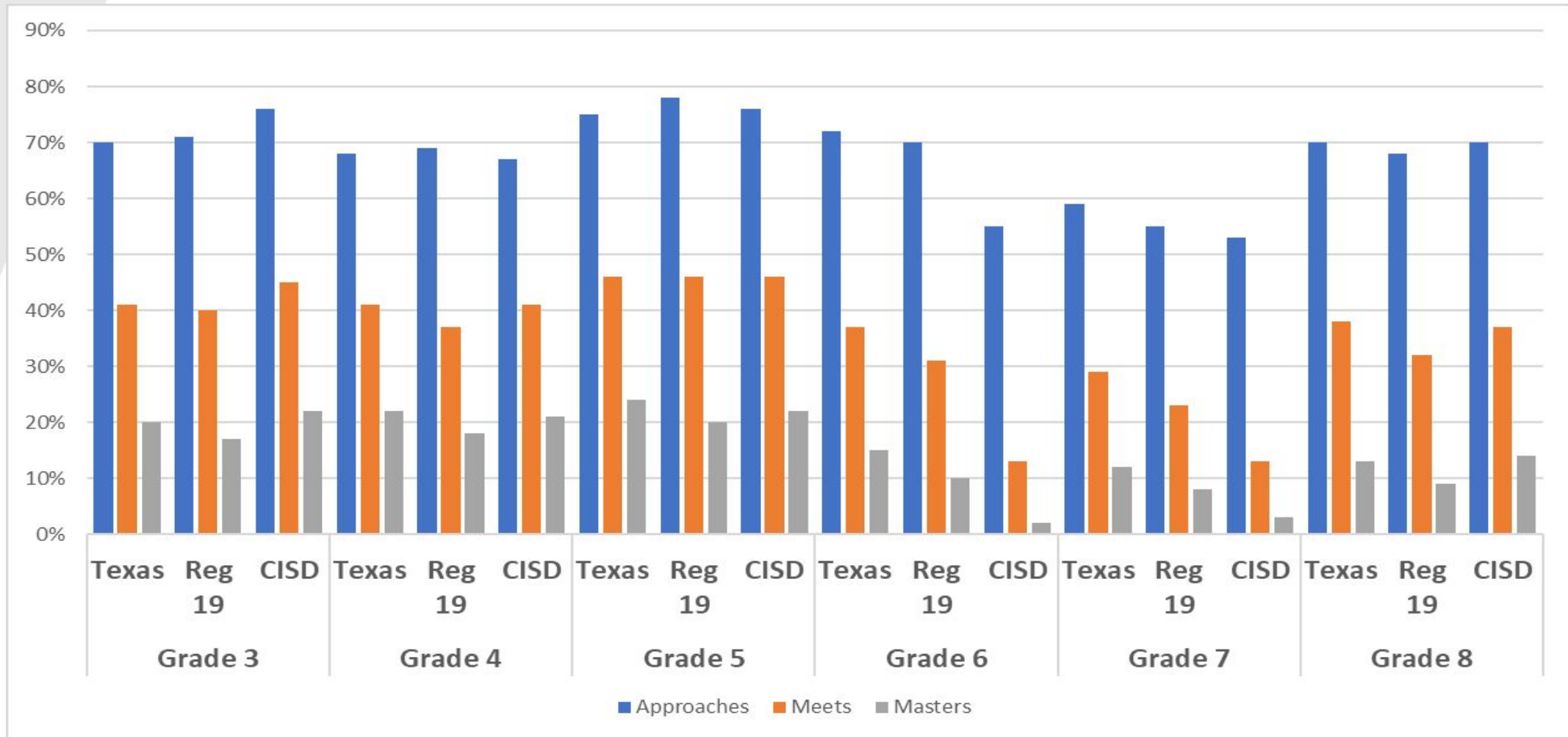
District	Overall Rating	Overall Scale Score	Student Academic Achievement Rating	Student Achievement Score	School Progress Rating	School Progress Score	Academic Growth Rating	Academic Growth Score	Relative Performance Rating	Relative Performance Score	Closing the Gaps Rating	Closing the Gaps Score	Distinction: Post Secondary Readiness
Anthony ISD	A	91	B	88	A	95	A	95	A	92	B	80	No district in the greater El Paso area earned distinctions
Canutillo ISD	A	90	B	86	A	91	A	91	B	88	B	88	
Clint ISD	B	86	B	81	A	91	A	90	A	91	C	74	
El Paso ISD	B	87	B	81	B	89	A	90	A	92	B	82	
Fabens ISD	B	85	C	74	A	91	A	91	A	90	C	70	
San Elizario ISD	B	87	C	73	A	92	A	92	B	86	C	75	
Socorro ISD	B	88	B	85	A	91	A	91	A	90	B	82	
Ysleta ISD	A	91	B	85	A	93	A	92	A	93	B	85	



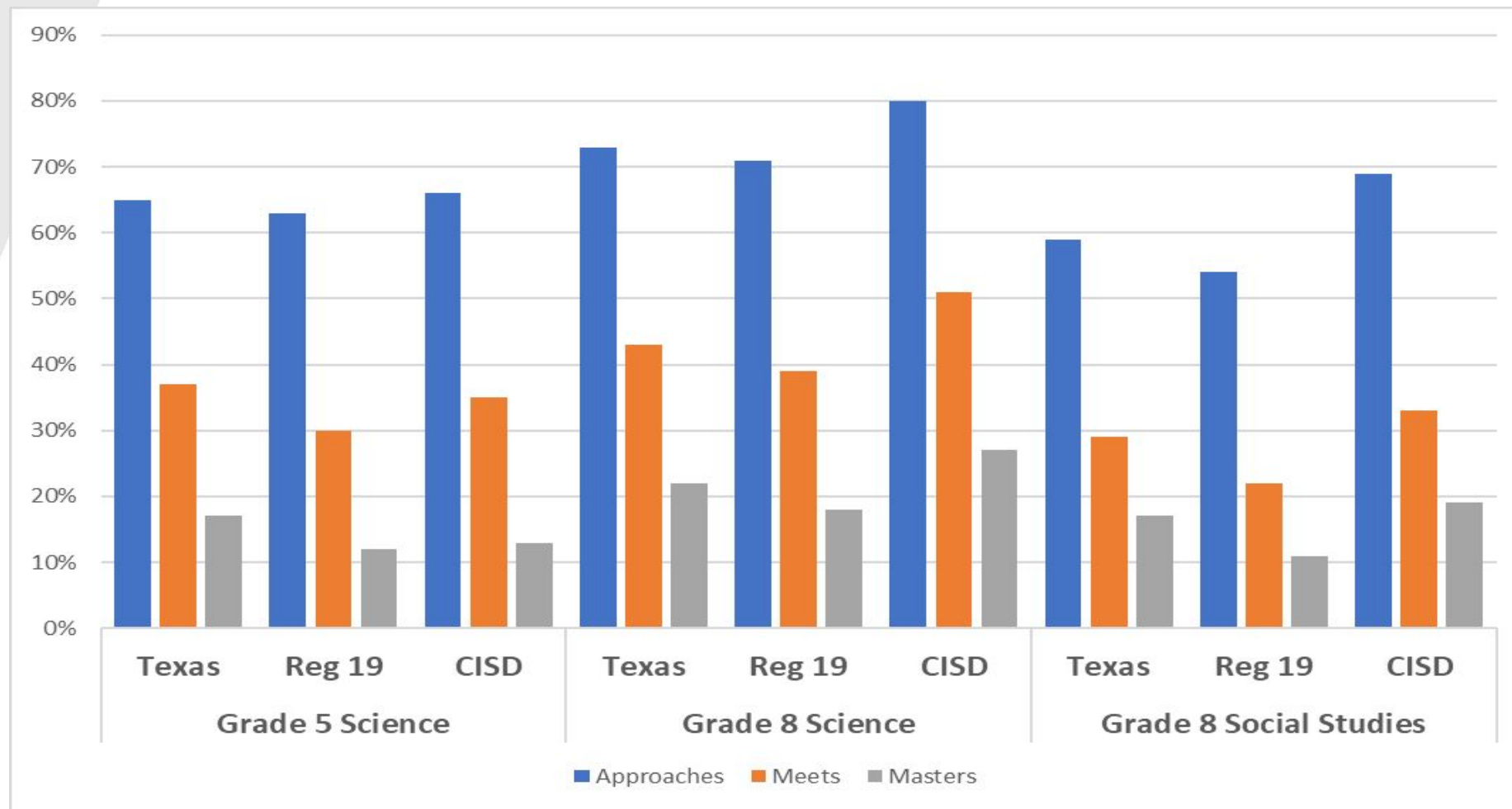
STAAR 3-8: Reading



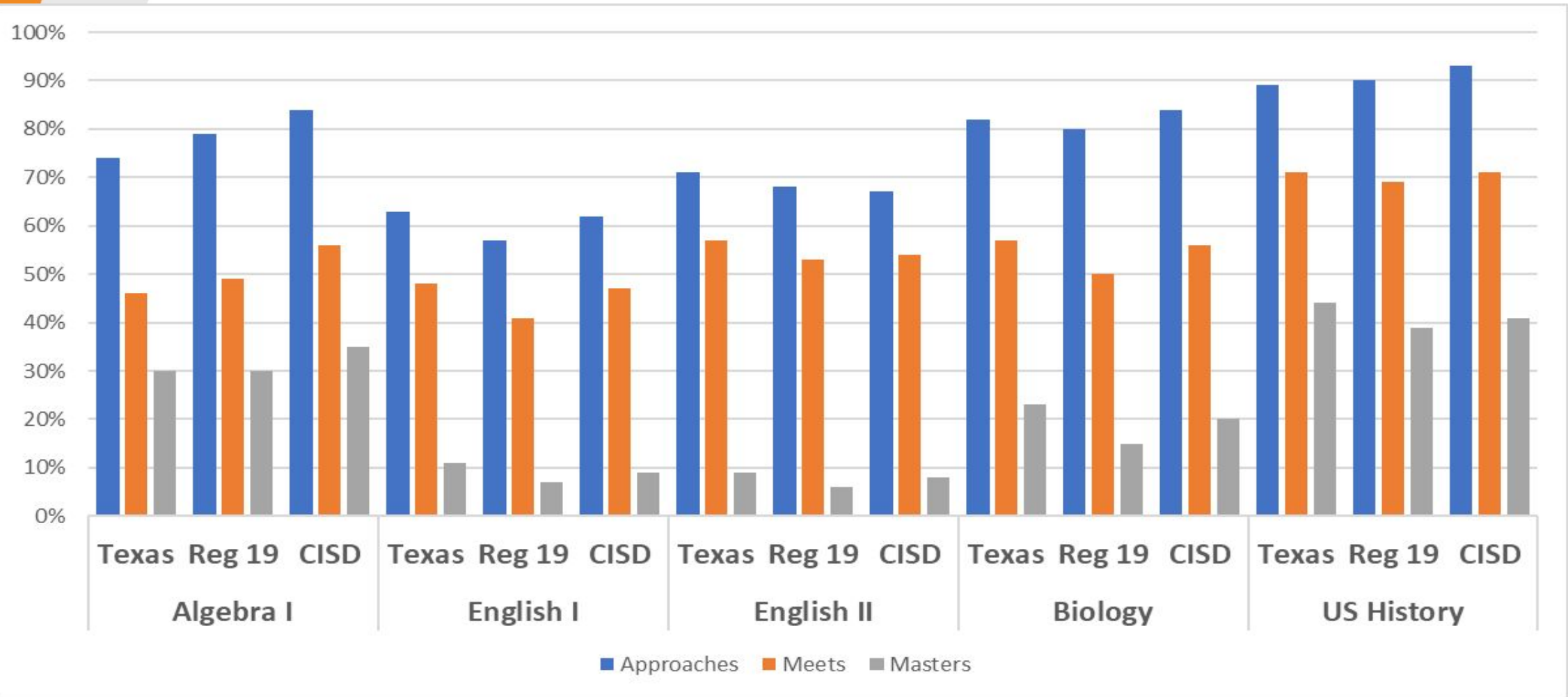
STAAR 3-8: Mathematics



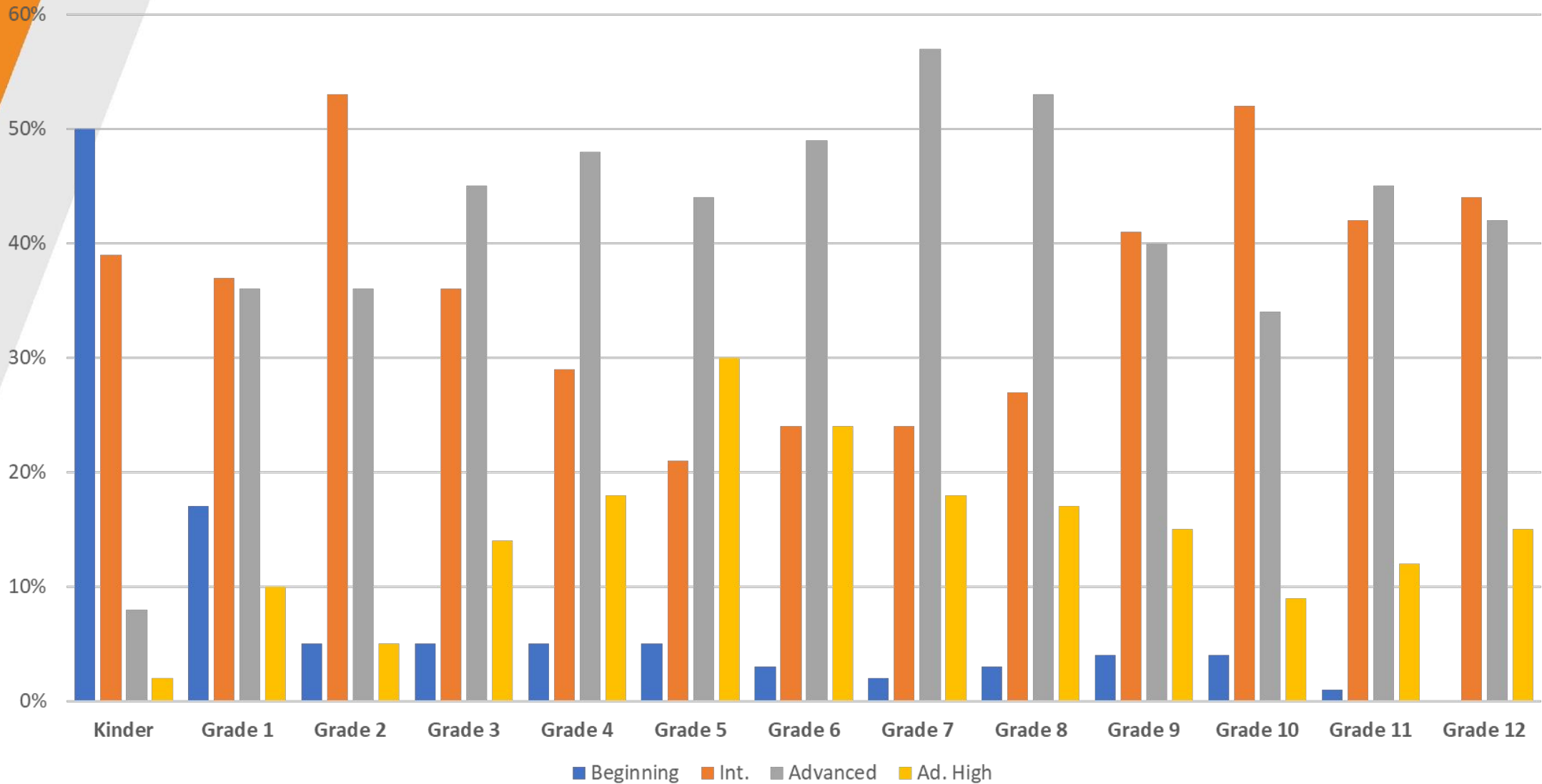
STAAR 3-8: Science & Social Studies



STAAR End of Course



TELPAS K-12: Composite Summary



STAAR & TELPAS Alternate Assessments

- Alternate testing is administered for students with severe and profound disabilities that prevent them from participating in regular STAAR.
- All eligible students took STAAR and TELPAS ALT in Spring 2022.
- Grades 3-8 Reading and Math students show Satisfactory progress towards meeting identified benchmarks.
- Students in grades 9-12 completed required EOC Alt assessments to meet their graduation requirements, most scoring Satisfactory and Accomplished.
- Students who took TELPAS Alt show promising results in English language awareness, imitation, and early independence.



Changes Coming for 2023 Assessment

- ★ TELPAS will be completely online; 4 components in two assessments
 - Assessment One: Reading & Writing
 - Assessment Two: Listening & Speaking

- ★ Newly formatted STAAR test at all grade levels
 - Reading & Writing combined for all ELA assessments grades 3 - EOC English II
 - New question types more closely aligned to instruction and intended for interactive online assessments
 - TEA no longer requires districts to stop testing at the end of a 4 or 5 hour window. In general, TEA expects students to be able to complete their STAAR testing within 3 hours, but students may continue testing until the end of the school day if they need to.



Any Questions?

- ★ Parent can access results through an embedded link in their CISD Parent Portal
- ★ Community members interested in learning more are encouraged to visit TXschools.gov and search Canutillo:



Data in this presentation can be retrieved through the Texas Analytic Portal : <https://txreports.emetric.net/>

For more information on Canutillo Assessment, visit: <https://www.canutillo-isd.org/departments/testing>



1. GENERAL FUNCTIONS-OTHER

1.A. Call to Order

The meeting was called to order at **5:09 p.m.** by Board President Coronado.

1.B. Pledge of Allegiance

1.C. Texas Pledge of Allegiance

1.D. Roll Call

Present: Trustees Coronado, Mendoza, Payan, Rodriguez and Trout

Student Advisor – Aitiana Mondragon

Absent: Trustees Hernandez and Searls

Student Advisor – Leslie Reyes

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.

Mr. Bernardo Barela addressed the Board regarding comments being made about a statement he previously made. He stated that he is being accused of not wanting to teach low-income children. He stated this is untrue and wants the best for community.

Mr. Sergio Martinez addressed the Board regarding equity. He stated that the District is not here to make money it is here to educate.

Mr. Bobby Simental addressed the Board and stated that he grew up in Canutillo and remembers how school was compared to now. He commended the District on all that has been accomplished.

Ms. Guadalupe Montanez , Principal of Deanna Davenport Elementary, addressed the Board and spoke in favor of the Bond. She stated that she knew that it was hard for the Board to bring forward another bond and asked that they remember that the bond is not about the wants but rather, the needs of the district.

Ms. Jessica Melendez-Carrillo, Principal at Reyes Elementary, addressed the Board and spoke in favor of the Bond. She thanked the Board for their endless support and for the 2 portables at the school.

Ms. Carol Cassady addressed the Board and applauded the district on the AAA rating. She expressed concerns regarding the Bond and incurred debt.

Mr. Chris Judge, Principal at Canutillo Middle School, addressed the Board and spoke in favor of the Bond. He stated that it is important for the students to see their efforts at work and currently the facilities don't match what the district's AAA rating means.

3. BOARD OF TRUSTEE BUSINESS

3.A. Discussion and Possible Action to Approve Order Calling for Board of Trustees' General Election on November 8, 2022, and Other Matters Incident Thereto

Steve Blanco, Legal Counsel for Canutillo ISD addressed the Board. He read through the Order. Administration recommended the Order to be approved.

It was motioned by Trustee NAME, seconded by Trustee NAME and unanimously passed to Approve the Order Calling the Board of Trustees' General Election on November 8, 2022.

3.B. Consideration and Approval of an Order Calling a Bond Election to be Held by the Canutillo Independent School District, Making Provisions for the Conduct of a Joint Election, and Resolving Other Matters Incident and Related to Such Election

Mr. Gustavo Reveles, Communications Director, presented on this item.

Trustee Payan asked whether the projects included roof repair and Mr. Reveles confirmed that they did.

Ms. Mondragon, Student Advisor, spoke in regard to Northwest Early College High School (NWECHS). She stated that a new campus is needed. Currently all classes are held in portable and felt that student body should not feel neglected by the district. She expressed that now is the time to make the investment into the school.

Ms. Teresa Clapsaddle, Principal for Canutillo High School, addressed the Board to answer their questions. She stated that an additional building would be built for Fine Arts and Athletics which would free up space for Robotics to spread out and have the ability to build robots to compete. She added that currently the high school is over capacity by approximately 100 students.

Trustee Payan asked how many of the other early college high schools in El Paso use portables. Mr. Gustavo Reveles answered that the vast majority use portables. Trustee Payan asked if this has been discussed with El Paso Community College (EPCC). Mr. Reveles stated that Dr. Galaviz has been reaching out to Dr. Serrata, President of EPCC.

Trustee Trout asked about the cost to replace the portables with new ones compared to the cost of new building. Mr. Reveles stated that it would be \$5,000,000.00 for the portables and \$25,000,000.00 for the new building.

Trustee Mendoza expressed support for a new brick and mortar building for the early college and Trustee Payan agreed.

Ms. Mondragon, student advisor, expressed concerns regarding safety and security, as she stated that the walls on the portables are thin and not safe. She stated that if a new brick and mortar building was built, it would be safer for both students and staff.

It was motioned by Trustee **Payan**, seconded by Trustee **Mendoza** and passed with four affirmative votes to adopt option 3 as presented by administration for \$264,100,000.00, which includes bond for new construction and tax notes and also includes Proposition A & B.

Trustee Trout voted no.

3.C. Discussion and Possible Action to Approve the Joint Election Services Contract with the County of El Paso for the General Election on November 8, 2022

Mr. Steve Blanco, Legal Counsel for Canutillo ISD, presented on this item. He stated that the agreement has been reviewed with El Paso County and recommended the Board approve administration to sign and approve the agreement.

It was motioned by Trustee Payan, seconded by Trustee Mendoza and passed unanimously to approve as presented by counsel.

4. **ADJOURNMENT**

The meeting was adjourned at 6:57 p.m. under unanimous consent.

Presented to the Board of Trustees for approval on September 27, 2022. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

DRAFT

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

C Pulley

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

C Pulley
Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





FINANCIAL SERVICES

CANUTILLO A Premier District

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

FROM: Cristina Pulley, Executive Director of Financial Services

DATE: September 1, 2022

SUBJECT: Budget Amendments for August 2022

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

Admin Cost Ratio Formula:

21 Instructional Leadership + 41 General Administration

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

BJE 342789 - This budget amendment will allocate funds from Controlled Assets to Employee Travel for CTE teachers' attendance of various required local and out-of-town trainings throughout the 2022-2023 school year. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.11.6397.00.917.22	Controlled Assets Other - Furniture & Equipment	\$ 17,801	\$ (4,000)	\$ 13,801
199.13.6411.00.917.22	Employee Travel	\$ 5,403	\$ 4,000	\$ 9,403

BJE 342812 – This budget amendment will allocate funds from Miscellaneous Contracted Services to Software Licenses for the subscription renewal of EL/LPAC - Estar Frontline Education. This budget amendment will have a positive impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.31.6299.00.919.25	Miscellaneous Contracted Services	\$ 7,500	\$ (5,600)	\$ 1,900
199.21.6299.97.919.25	Miscellaneous Contracted Services	\$ 6,000	\$ (6,000)	\$ 0
199.31.6299.97.919.25	Software Licenses	\$ 0	\$ 11,600	\$ 11,600

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).

BJE 3427873 - This budget amendment will allocate funds from Land Sale Proceeds to identified areas of need in the District to include related land sale closing costs, Frontline server upgrade, legal fees, increased insurance costs, elementary campuses playground repairs and instructional supplies. This budget amendment will have positive impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.00.7912.00.000.00	Other Resources-Sale of Real and Personal Property	\$ 532,855	\$ (532,855)	\$ 0
199.41.6499.99.734.99	Miscellaneous Operating Costs	\$ 0	\$ 26,993	\$ 26,993
199.53.6636.00.728.99	Equipment/Software >\$5000	\$ 0	\$ 66,000	\$ 66,000
199.51.6299.00.915.99	Miscellaneous Contracted Services	\$ 220,000	\$ 250,000	\$ 470,000
199.41.6211.00.734.99	Legal Services	\$ 127,620	\$ 60,000	\$ 187,620
199.41.6429.00.999.99	Insurance	\$ 0	\$ 11,075	\$ 11,075
199.34.6429.00.999.99	Insurance	\$ 65,000	\$ 38,227	\$ 103,227
199.11.6399.99.999.11	General Supplies	\$ 84,000	\$ 80,560	\$ 164,560

BJE 342875 - This budget amendment will allocate funds from Assigned Fund Balance for carryover projects and purchase orders issued in Fiscal Year 2022 that were not complete or received before year end. This budget amendment will have positive impact on the administrative cost ratio.

AMS Football Field	\$ 1,100,000
IT E-Rate Project	200,000
Lift Station Project	200,000
CHS/AMS/CMS Track Projects	193,681
Reyes Portables Project	176,000
Architect Fees	68,800
CHS Maintenance Project	65,000
Miscellaneous Maintenance Projects	34,661
Transportation Software Conversion	32,168
IT Device Repairs	22,009
Fine Arts/Athletics Uniforms	<u>20,300</u>
	<u>\$ 2,112,619</u>

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.00.3590.00.000.00	Assigned Fund Balance		\$ (2,112,619)	
199.36.6499.44.924.99	Miscellaneous Operating Costs	\$ 1,625	\$ 18,000	\$ 19,625
199.36.6249.57.042.91	Maintenance Repair	\$ 2,000	\$ 2,300	\$ 4,300
199.81.6629.02.999.99	Building Purchase/ Construction/ Improvement-Lift Station Project	\$ 0	\$ 200,000	\$ 200,000
199.81.6629.00.999.99	Building Purchase/ Construction/ Improvement	\$ 0	\$ 1,293,681	\$ 1,293,681
199.81.6629.00.106.99	Building Purchase/ Construction/ Improvement	\$ 0	\$ 176,000	\$ 176,000
199.51.6219.00.915.99	Professional Services	\$ 45,000	\$ 68,800	\$ 113,800
199.51.6299.00.915.99	Miscellaneous Contracted Services	\$ 220,000	\$ 65,000	\$ 285,000
199.34.6299.97.910.99	Miscellaneous Contracted Services- Software Licenses	\$ 28,639	\$ 32,168	\$ 60,807
199.53.6299.97.728.99	Miscellaneous Contracted Services	\$ 384,647	\$ 200,000	\$ 584,647
199.11.6398.97.999.11	Controlled Assets - Technology	\$ 0	\$ 5,726	\$ 5,726
199.11.6399.97.999.11	General Supplies	\$ 0	\$ 16,283	\$ 16,283
199.51.6299.01.920.99	Campus Facility Upgrades- Miscellaneous Contracted Services	\$ 0	\$ 2,100	\$ 2,100
199.51.6299.92.999.99	CO Relocation – Miscellaneous Contracted Services	\$ 0	\$ 16,060	\$ 16,060
199.51.6319.00.915.99	Maintenance Supplies	\$ 280,000	\$ 12,886	\$ 292,886
199.51.6319.01.001.99	Campus Facility Upgrades-Supplies	\$ 10,000	\$ 2,515	\$ 12,515
199.51.6395.02.915.99	Supplies/Vehicle Maintenance	\$ 18,000	\$ 1,100	\$ 19,100

Board of Trustees

Meeting Date: 9/27/2022

Executive Summary of Board Agenda Item

Recommendation of approval of Memo of Understanding (MOU) between Canutillo ISD and Providence

Subject/Title for Agenda Posting: Hospital-Transmountain campus/Tenet Healthcare for Health Science student internships

Justification Statement: MOU will allow Health Science students the opportunity to intern as Patient Care Technicians at Providence Hospital-Transmountain campus, earn recommended Internship hours and experience prior to taking Certified Patient Care Technician exam, and access real-world, relevant work experience alongside professional healthcare personnel.

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

Staff Responsible:

Tracey Andrews
Signature of Requester(s)
Elizabeth B. Sida
Signature of Presenter(s)
Elizabeth B. Sida
Business Services Approval (Initials)

9/13/2022

Date

Agenda Summary:

Goal 3: Enhance Student Character & Drive Towards a Career/Profession that benefits the community with diverse career experience. (Performance Obj:#3)

Goal 5: CISD will develop a CISD foundation to enrich student learning opportunities, prepare students for college, help struggling students succeed, and support teaching excellence.

RATIONALE: MOU will allow Health Science students the opportunity to intern as Patient Care Technicians at Providence Hospital-Transmountain Campus, earn recommended internship hours and experience prior to taking Certified Patient Care Technician exam, and access real-world, relevant work experience alongside professional healthcare personnel

RECOMMENDATION: It is recommended that the Board of Trustees approve the Memo of Understanding (MOU) between Canutillo ISD and Providence Hospital-Transmountain campus/Tenet Healthcare.

PRIOR BOARD ACTION: N/A AWARDED: N/A 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:
CAREER & TECHNICAL EDUCATION DEPARTMENT

CONSEQUENCES OF NON-APPROVAL:
Health Science students will not gain real-world, on-the-job internship experience which could affect certification exam outcome, loss of valuable exposure to medical field experience for students, hinder educational partnership with Tenet Healthcare for future projects & requests

IMPLEMENTATION TIMELINE:
Immediate

ATTACHMENT(S): * Tenet Health MOU





**STARK II
ACTION REQUIRED**

Vendor Name: Canutillo Independent School District

Vendor Number: _____

Facility Number: _____

Dear Vendor:

In order to ensure that Tenet Healthcare Corporation ("Tenet") and its subsidiaries and affiliates, including Conifer Health Solutions, LLC ("Conifer"), and all facilities owned and operated by Tenet ("Tenet Facility") comply with federal law concerning financial arrangements between physicians and entities that provide certain health care services, we require all vendors provide us with the following information.

For purposes of answering these questions, the following definitions apply:

"Immediate family member" means the following individuals: husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

"Physician" means a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry or a chiropractor.

- 1. Is your company owned in whole or part, directly or indirectly, by a physician who refers patients to or treats patients at any Tenet Facility or an immediate family member of a physician who refers patients to or treats patients at any Tenet Facility? NO YES
- 2. Is your company owned in whole or part, directly or indirectly, by any person (other than a physician or an immediate family member of a physician) who refers patients to any Tenet Facility? NO YES
- 3. Does your company employ or contract with a physician who refers patients to or treats patients at any Tenet Facility or an immediate family member of a physician who refers patients to or treats patients at any Tenet Facility? If "YES", please answer the following:
 - (i) Does the employed or contracted physician, or immediate family member of the physician, receive compensation from your company that is based on the volume/value of referrals to a Tenet Facility? NO YES
 - (ii) Does the compensation paid to the physician or the immediate family member of such a physician exceed fair market value for the service provided by such physician or immediate family members of such physician? NO YES
- 4. If you are entering into an arrangement as a vendor with Tenet, Conifer or any Tenet Facility as an individual, are you a physician who refers patients to or treats patients at any Tenet Facility or an immediate family member of a physician who refers patients to or treats patients at any Tenet Facility? NO YES

If you answered "Yes" to any of the questions (1-4) above, please indicate whether the physician/person is: an owner, an employee, or contractor of the company and complete the following:


- (a) Name of Physician or other person who refers to the Tenet facility: n/a
- (b) The name(s) of any Tenet Facility to which the physician or other person refers: n/a
- (c) If applicable, the name of the physician's immediate family member(s) who have ownership in the company: n/a

Thank you for your anticipated cooperation in providing this information.

Sincerely,

I represent that the answers provided herein are truthful and accurate as of the date of my signature below. I agree to immediately notify of any changes in the above-disclosed information.

Contracts Dept. at THOP (915) 577-2999



VENDOR Officer Signature

PEDRO GALAVIZ

Print Name

8/17/22

Date

Superintendent

Title

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction Human Resources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is entered into and effective as of September 12, 2022 by and between Bellwether Education Partners (“Bellwether”) (“Consultant”), having its principal address at 517 Boston Post Road #171, Sudbury, MA 01776 and Canutillo Independent School District (“CISD”), having its principal office at P.O. Box 100, Canutillo, TX 79835. The purpose of this Agreement is to set forth the terms and conditions under which Bellwether will perform consulting services (“Services”) for CISD.

A. Consulting Services

1. Bellwether agrees to perform Services for CISD as agreed by Bellwether and CISD. This Agreement shall commence on September 12, 2022 and shall continue until the Services are completed, unless terminated at an earlier date by either party pursuant to the terms set forth in Section “D” below.
2. Services to be performed by Bellwether will be as set forth in Statements of Work signed by Bellwether and CISD. Bellwether agrees to perform Services in a professional manner and to meet schedules established in the Statement of Work. Bellwether agrees to promptly notify CISD if it will not be able to comply with any provision of a Statement of Work.
3. Bellwether shall perform the Services under the general direction of CISD, but Bellwether shall determine the manner and means by which the Services are accomplished and CISD agrees to abide by Bellwether decisions.
4. Bellwether acknowledges that (i) it is a consultant of CISD, not an employee, (ii) its services will be utilized by CISD on an as-needed basis, and (iii) CISD has no continuing obligation to use its services.
5. CISD acknowledges that Bellwether does not represent clients in the media and that Bellwether employees and contractors undertake no lobbying activities as part of any Services. Bellwether and CISD agree that at no time under this engagement will any employee or contractor of Bellwether be involved in any work or activity that would require lobbying disclosure pursuant to any federal, state, or local law or regulation.
6. CISD agrees that Bellwether maintains editorial control on all work for public consumption, including but not limited to, op-eds and white papers, that carries Bellwether's brand or byline as specified in the Statement of Work.

B. Compensation

1. The rate of compensation to be paid to Bellwether will be as set out in each Statement of Work.
2. Bellwether will report time spent on Services associated with Statement of Work and invoice CISD for Services at a frequency specified in the Statement of Work.

3. CISD shall pay all undisputed fees within 30 business days after receipt of Bellwether's invoice. If CISD disputes any of Bellwether's invoiced fees, CISD shall advise Bellwether in writing within 14 days of receipt of Bellwether's invoice. Any dispute over fees that is not raised within the 14 day period will be considered waived.
4. Bellwether is not eligible to participate in any employee benefits of CISD regular employees.
5. Bellwether shall be responsible for the payment of any and all taxes due as a result of the Services performed by Bellwether. Bellwether shall indemnify and hold harmless CISD from any obligation to pay any sales or withholding taxes, social security, unemployment or disability insurance or similar charges including any interest or penalties, in connection with any payments made to Bellwether.

C. Confidentiality and Ownership

1. Bellwether represents and warrants that (i) it is free to enter into this Agreement; (ii) the services and work product it provides under any Statement of Work will be original; (iii) no portion of any services or work product it provides under a Statement of Work, or its use or distribution by a client of Bellwether, will violate or be prohibited by any right, title or interest of any kind of any third party entity; and (iv) it is not bound by any employment agreement, restrictions or obligations which would interfere or be inconsistent with the services it furnishes hereunder or its disclosure or use of any ideas, processes, designs, data, or other information in performing services hereunder.
2. Bellwether acknowledges and agrees that any work product it creates under a Statement of Work is proprietary to and the exclusive property of CISD.
3. Bellwether agrees not to disclose any information about any work it performs for CISD to any third party unless authorized in writing to do so.

D. Termination

1. Bellwether or CISD may terminate this Agreement without cause upon 30 days written notice to the other party. In the event of termination pursuant to this clause, CISD shall pay Bellwether any fees then due and payable for services completed up to and including the date of such termination.
2. Bellwether or CISD may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within ten business days after receipt of written notice of such breach.

The provisions of Section C shall survive any termination of this Agreement.

E. Dispute Resolution

In the event the parties are unable to resolve a dispute arising from this Agreement, either party may commence arbitration by sending a written demand for arbitration to

the other party, setting forth the nature of the matter to be resolved by arbitration. There will be one arbitrator, who will be selected within fourteen (14) calendar days after the demand for arbitration is mailed. The arbitration shall be conducted in accordance with the procedural rules of the American Arbitration Association and the substantive law of the District of Columbia will be applied by the arbitrator. Arbitration will take place in the District of Columbia unless the parties otherwise agree. As soon as reasonably practicable, a hearing with respect to the dispute or matter to be resolved will be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator will arrive at a final decision, which will be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel. The arbitrator's award will be final, binding and conclusive on the parties. Judgment may be entered upon the arbitrator's award in accordance with applicable law in any court having jurisdiction.

F. Remedies and Attorneys' Fees

The remedies provided to the parties hereto by this Agreement are not exclusive or exhaustive, but cumulative and in addition to any other remedies the parties hereto may have, at law or in equity.

Should a party hereto institute any action or proceeding at law or in equity or in connection with an arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement or otherwise in connection with this Agreement, or any provision thereof, the prevailing party is entitled to recover from the losing party or parties reasonable attorneys' fees and costs for services rendered to the prevailing party in such action or proceeding.

G. Other Business Activities

Bellwether may be engaged or employed in any other business, trade, profession, or other activity while performing work under the Agreement.

H. General Provisions

1. This Agreement shall be governed by the laws of the District of Columbia applicable to contracts made in the District of Columbia between residents of the District of Columbia.
2. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
3. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements written or oral with respect thereto. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the parties or, in the case of a waiver, by the party waiving compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date herein above written.

Canutillo Independent School District	Bellwether Education Partners
Signature:	Signature:
Name:	Name: Anson Jackson
Title:	Title: Partner & Academic Program and Strategy Leader
Date:	Date: September 12, 2022
	Taxpayer ID# 26-1914515

Statement of Work

Bellwether will provide the following services under the terms of the Consulting Agreement dated September 12, 2022 between Canutillo Independent School District and Bellwether Education Partners.

A. Bellwether Contact

Anson Jackson

B. Canutillo ISD Contact

Dr. Debra Kerney and Jessica Arellano

C. Specific Services

See attached project scope (Canutillo ISD_Strong Foundations Math Framework Development Grant Technical Assistance Provider Proposal of Activities and Deliverables.pdf)

D. Payment

CISD agrees to pay Bellwether \$70,000 for this project, payable as follows:

- 1. \$35,000 to be invoiced upon execution of contract;
- 2. \$35,000 to be invoiced upon completion of project.

Canutillo Independent School District	Bellwether Education Partners
Signature:	Signature:

Board of Trustees


Meeting Date: 9/27/2022

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of architectural rendering services by MNK Architects, for major construction projects proposed under the "Every Child, Every School - Canutillo Bond 2022" program.

Justification Statement: In accordance with 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..."

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

Staff Responsible: Bruno Vasquez, Gustavo Reveles
Signature of Requester(s) 

Signature of Presenter(s)

Elizabeth B. Sida 
Business Services Approval (Initials) **9/12/2022**
Date

Agenda Summary:

On August 22, 2022, the Board of Trustees approved an order calling for a Bond Election for capital improvement projects and the refinancing of Maintenance Tax Notes. The list of recommended projects was developed following recommendations from the Facilities Master Plan, program needs, and community input. The Administration held several meetings with community members, teachers, and campus staff to listen to and record specific requests about the proposed Bond. A recurring issue heard at various meetings was the request to develop thoughtful, carefully designed projects without spending efforts on extravagant designs. Administration recommends that MNK Architects develop preliminary renderings based on CISD's Educational Specifications to set design expectations and goals for the major projects proposed under the Bond.

RECOMMENDATION: Administration recommends that the Board approve rendering services from MNK Architects in the amount of \$50,000.00

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

AMOUNT(S): \$50,000.00

ACCOUNT NO(S):
Bond Funds (if voter approved)

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Canutillo ISD Awarded RFQ 2021-04 Architectural Services

REQUESTING DEPARTMENT:
Facilities, Public Information Office

CONSEQUENCES OF NON-APPROVAL:
Inability to communicate visual representations of proposed projects.

IMPLEMENTATION TIMELINE:
Upon Approval

ATTACHMENT(S): ✓ MNK Architects, Inc. Proposal



September 12, 2022

Canutillo Independent School District

Dr. Pedro Galaviz, Superintendent
CISD Administrative Offices
7965 Artcraft, El Paso, Texas 79932
Distributed Via Email to: pgalaviz@canutillo-isd.org

Reference: **CISD 2022 Pre-Bond - Renderings**

Dear Dr.Galaviz:

Thank you for the opportunity to present our fee proposal for providing Canutillo *ISD 2022 Pre-bond Services – Renderings*. MNK has enjoyed our interactions with the administration and staff of the district as we have continued to assist CISD in establishing the bond scope. The MNK team enthusiastically awaits the opportunity to implement CISD’s vision with our continued collaborative design approach, thoroughly vetted solutions, technical expertise, and experience.

We understand the scope of work for the *CISD 2022 Pre-Bond - Renderings* to be limited to campuses noted below. This proposal is offered by MNK, in part, to delineate the range of services our team can provide to best support the goals of CISD at this time. The specific service and related fees are offered based on our current understanding of the project at this time. CISD can select the options that best fit your needed.

Scope of Work. MNK proposes the following Pre-Bond Architectural Services for the following campuses.

- Canutillo Middle School** – Exterior improvement to the existing campus this would require modeling the existing campus.
- Northwest Early College** – New 27 classroom building connected to the existing built campus.
- Jose J. Alderete Middle School** – New 900 student Campus SF based on the SF of the existing campus.
- Multi-purpose Buildings** for 5 campus modeling shall utilize the existing materials to enable a campus feel location for the new Multi-purpose building will be determined prior to proceeding with the final renderings.

Consultant Team. Based on our understanding of the scope of work, our team has determined that no consultants are needed during this phase as such additional costs should be mitigated. The sole exception is the use of a geotechnical consultant to perform an evaluation of the existing subgrade conditions in the planned building area. Such an investigation can help to fully define the costs related to building in this area and remediating the settlement observed.

Project Delivery Schedule. The fees included in this proposal are based on the breakdown provided. Our fees are contingent, based on that schedule.

Multi-Purpose Buildings total 5 Campuses

- Day 1 Meeting 1 – Building positioning and footprint approval for 5 Multi-Purpose Buildings
- Day 7 Meeting 2 – Massing approval and Rendering Direction for 5 Multi-Purpose Buildings Existing campus will not be rendered for cost savings reasons, photo of existing conditions will be used instead.
- Day 8 Meeting 3 – Exterior image approval 5 Multi-Purpose Buildings
- Day 14 Final Renderings Provided

Canutillo Middle School

- Day 1-10 Existing Building Modeling for only one side of the building
- Day 9 Meeting 1 – Exterior image concept approval
- Day 10 -20 Exterior Modeling based on concept images
- Day 21 Final Renderings Provided

Jose J. Alderete Middle School

- Day 1 Generic Program Created – sf of campus will be based off existing campus remodel

Day 1-10 Building Positioning no site work will be developed
 Day 11 Meeting 1 – Building positioning and footprint approval
 Day 12-15 Massing development
 Day 16 Meeting 2 – Massing approval and Rendering Direction
 Day 20 Meeting 3 – Exterior image approval
 Day 21-30 Modeling
 Day 31 Final Renderings Provided

Northwest Early College

Day 1-5 Building Positioning
 Day 6 Meeting 1 – Building positioning and footprint approval
 Day 6-10 Massing development
 Day 11 Meeting 2 – Massing approval and Rendering Direction
 Day 15 Meeting 3 – Exterior image approval
 Day 15-20 Modeling
 Day 21 Final Renderings Provided

Compensation/Scope of Work. Design and Pre-Bond fees have been outlined below as incremental efforts for the district to select what services best fit CISD needs. The scope associated with each task/service is included with the fee.

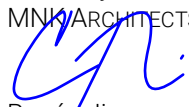
Exterior Realistic Renderings. Presentation rendering more realistic which may be used by the CISD district for their website, Facebook, community meetings, and bond project signs at each bond project location, as the district desires. To perform these rendering the following approval point are required for each campus. Meeting 1 – Building positioning and footprint approval, Meeting 2 – Massing approval, Meeting 3 – Exterior image approval.

Canutillo Middle School Modeling/Renderings _____	\$ 7,000.00
Northwest Early College Modeling/Renderings _____	\$ 7,000.00
Jose J. Alderete Middle School Modeling/Renderings _____	\$12,000.00
Multi-purpose Buildings Bill Childress Elementary School Modeling/Renderings _____	\$ 6,000.00
Multi-purpose Buildings Jose Damian Elementary School Modeling/Renderings _____	\$ 4,000.00
Multi-purpose Buildings Deanna Davenport Elementary School Modeling/Renderings _____	\$ 4,000.00
Multi-purpose Buildings Canutillo Elementary School Modeling/Renderings _____	\$ 4,000.00
Multi-purpose Buildings Gonzalo & Sofia Garcia Elementary School Modeling/Renderings _____	\$ 4,000.00
TOTAL	\$50,000.00

Reprographics. Our fee proposal does not include monetary provisions (a fee) for reprographics. All of our work shall be submitted electronically. If hardcopies are requested, we can prepare an estimate based on sheet sizes and quantities, at market rates, plus a 15% processing and administrative fee.

Thank you for the opportunity to present our fee proposal. MNK looks forward to applying our leadership to supporting CISD in its pursuit of a successful 2022 Bond effort.

Sincerely,
 MNK ARCHITECTS, INC.



Renée Jimenez, AIA, LEED AP BD+C
 Principal Architect - CISD Designated Project Representative

Board of Trustees

Meeting Date: 9/27/2022

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval to purchase components and professional services needed for installation of network refresh for secondary campuses, utilizing DIR-TSO-4167 Cooperative, in the amount of \$193,932.21 from Advanced Network Management, Inc

Justification Statement: This purchase will support the purchase of network components to include network switches, cores and wireless access points to modernize secondary campuses. This purchase is for installation services and components needed to install the ERate hardware purchased.

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

Staff Responsible:

[Signature]
Signature of Requester(s)

[Signature] Dr. Oscar Rico
Signature of Presenter(s)

Elizabeth B. Sida *[Signature]* 8/4/2022
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.

The technology department is requesting the approval of this purchase which is an additional component to a prior approved ERate hardware project. Components to be purchased from Advanced Network Management, Inc.

RECOMMENDATION: Administration recommends the approval of this installation service in the amount of \$193,932.21

PRIOR BOARD ACTION: No **AWARDED:** **AWARDED AMOUNT:**

AMOUNT(S): \$193,932.21

ACCOUNT NO(S): 199.53.6299.97.728.99

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Cooperative DIR-TSO-4167

REQUESTING DEPARTMENT:
Information Technology Services

CONSEQUENCES OF NON-APPROVAL:
This will affect district wide operations and upcoming Online assessments.

IMPLEMENTATION TIMELINE:
Immediately upon approval

ATTACHMENT(S): Vendor Quote





Advanced Network Management, Inc
 4001 Jefferson Plaza NE
 Albuquerque, NM 87109

Matthew Elliott

matt.elliott@anm.com

Quote #: QT-000047650

Canutillo Independent School District
 7965 Artcraft
 El Paso, TX 79932

Contract Number: DIR-TSO-4167
 Oscar Rico

orico@canutillo-isd.org

Canutillo ISD - Alderete Middle School Network Refresh - PS

July 27, 2022

ANM Professional Services

Part number	Description	Qty	Price	Extended Price
PS	Professional Services Per Attached SOW	1	\$ 34,560.12	\$ 34,560.12
Sub-Total				\$ 34,560.12
Estimated Taxes				\$ -
Shipping Costs				\$ -
Grand Total				\$ 34,560.12

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

Terms and conditions

This Quote is only valid if signed by you within 30 days. After that date, the Quote shall expire and you must contact us to issue a new quote with updated pricing. Taxes are estimated and will be invoiced based on actuals. NTTC required for non-taxable sales.

Additional handling and other fees may apply.

Expedited shipping is subject to an additional charge.

Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturer terms and conditions.

Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except where prohibited by law.

By signing below, I represent that I am permitted to sign for the above-named entity and hereby authorize ANM to order products and/or perform services in accordance with the terms and conditions of this quote.

Customer Signature _____ Date _____

Customer Name (Printed) _____ Title _____





anm^o

Terms and Conditions

These Terms and Conditions (“Agreement”) apply to hardware and software (collectively, “Products”) that you (“Customer”) purchase from Advanced Network Management, Inc. or its affiliates (collectively, “ANM”). Products are manufactured by third-party vendors (“Manufacturers”) and may be subject to additional terms which are available at <https://anm.com/eulas-and-product-warranties/> (“Manufacturer’s Terms”) and incorporated into this Agreement by reference. Customer accepts this Agreement unless it has a separate signed agreement in which case that separate agreement will take precedence with the exception of the Manufacturer’s Terms.

1. **ORDERS.** Customer may purchase Products from ANM by signing an ANM-provided quote (“Quote”), issuing a purchase order in response to a Quote, or as otherwise agreed by ANM in writing (collectively, “Orders”).
2. **TERM.** If Products are provided on a subscription basis, ANM shall provide them from the initial date and for the period listed in the Order (“Initial Term”). Products subject to a term that exceeds 12-months (e.g. 3-year subscription) (“Multi-Year Subscriptions”) are non-cancelable and non-refundable unless Customer is a government entity subject to non-appropriation of funds. ANM reserves discretion to divide the payment for a Multi-Year Subscription into several payments as a convenience for Customer. Following the Initial Term, the Products will automatically renew for a term equivalent in length to the then-expiring term (“Renewal Term”) unless notice is provided to ANM at least 30 days prior to the end of the current term. Any Customer that is a government entity subject to non-appropriation of funds may terminate Products that are subject to a Renewal Term by providing ANM notice at any time prior to the start of the Renewal Term.
3. **PRICE.** Prices provided on a Quote are subject to change without notice. Applicable taxes will be added to all prices unless a proper tax exemption certificate is provided to ANM at the time an Order is placed.
4. **PAYMENT.** Payment is due 30 days from invoice date unless ANM expressly agrees otherwise in writing. Customer agrees to pay to ANM all costs and expenses incurred by ANM with respect to recovering any undisputed amount owed to it under this Agreement including, but not limited to, reasonable attorneys’ fees and costs.
5. **SHIPPING.** ANM has sole discretion in selecting a carrier for orders. If Customer requests expedited shipping, then it agrees that ANM is authorized to upgrade the shipping and may bill Customer for all additional shipping charges. Risk of loss or damage to Products will pass upon ANM’s surrender of the Products to the transportation provider (F.O.B. Shipping Point). ANM is not liable for any delays in delivery or for partial or early deliveries. Transportation charges will be in accordance with ANM’s shipping policy at the time of shipment. Claims for Product damage or loss in transit on shipments made by a common carrier must be made by the Customer to the common carrier and in accordance with the terms of the common carrier. For deliveries made by ANM personnel, claims for shortages or damages to Products must be made to ANM within five (5) days of the delivery date. If Customer fails to notify ANM within the five (5) day period, the Products will be deemed accepted.
6. **PRODUCT RETURNS; RMA.** Products are non-returnable and the prices and fees associated therewith will be non-refundable except as permitted in this Section. Customer may return erroneously shipped Products or Products that the Manufacturer authorizes for return through its Return Merchandise Authorization process (“RMA”). Products damaged after shipment may not be returned. Customer is responsible for complying with all Manufacturer return requirements and Customer agrees that any return may be subject to an ANM restocking fee plus shipping costs which it authorizes ANM to offset against any amounts to be credited to Customer’s ANM account. If Customer has not yet paid for the Product(s), ANM may invoice Customer for the restocking fee.
7. **SECURITY INTEREST.** Customer agrees that ANM shall have a purchase money security interest in all Products supplied to Customer by ANM under this Agreement until all payments due ANM for said Products are paid in full. ANM shall have the right to file in any state or local jurisdiction such financing statements as ANM deems necessary to perfect its purchase money security interest hereunder. Upon request by ANM, Customer hereby agrees to execute all documents necessary to secure ANM’s purchase money security interest. Customer also agrees that this Agreement may be filed by ANM in any state or local jurisdiction as a financing statement (or as other evidence of ANM’s purchase money security interest).
8. **WARRANTIES.** Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer’s terms and conditions; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products. Product warranties (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable Product warranties and indemnifications which shall be Customer’s sole and exclusive remedy relating to the Products. WITH THE EXCEPTION OF THE FOREGOING, ANM DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
9. **INDEMNIFICATION.** Unless prohibited by law, customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys’ fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.
10. **LIMITATION OF LIABILITY.** THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED, IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES.
11. **DISPUTES.** The enforcement and interpretation of, and all claims or disputes arising out of or related to this Agreement shall be governed by the procedural and substantive laws of the State of New Mexico, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction’s laws to apply. If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by negotiation before proceeding to litigation.
12. **NOTICES.** Any notice, demand, or request required or permitted to be given under this Agreement must be in writing and sent to the parties at the addresses set forth below via hand delivery, overnight courier, or certified or registered U.S. mail. Notices are effective upon receipt. Customer notices shall be sent to the most recent billing address on file with ANM. ANM notices shall be sent to: Advanced Network Management, Inc., ATTN: In-House Counsel, 304 Inverness Way S, Suite 400, Englewood, CO 80112.
13. **SEVERABILITY.** Any provision in this Agreement that is held by a court of competent jurisdiction to be unenforceable shall be modified by said court and interpreted to best accomplish the original provision to the fullest extent permitted by law. The remaining provisions of this Agreement shall remain in effect.
14. **ENTIRE AGREEMENT.** This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a Quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.



Advanced Network Management, Inc
 4001 Jefferson Plaza NE
 Albuquerque, NM 87109

Matthew Elliott

matt.elliott@anm.com

Quote #: QT-000047652

Canutillo Independent School District
 7965 Artcraft
 El Paso, TX 79932
Contract Number: DIR-TSO-4167
Oscar Rico

orico@canutillo-isd.org

Canutillo ISD - NW Early College Network Refresh

July 27, 2022

ANM Professional Services

Part number	Description	Qty	Price	Extended Price
PS	Professional Services Per Attached SOW	1	\$ 10,498.22	\$ 10,498.22
Sub-Total				\$ 10,498.22
Estimated Taxes				\$ -
Shipping Costs				\$ -
Grand Total				\$ 10,498.22

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

This quote is governed by the terms and conditions of the following contract: DIR-TSO-4167.

All software and/or hardware is subject to manufacturer terms and conditions.

Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except in the event of insufficient appropriations made available by federal and/or state legislature, or as otherwise prohibited by court order or law.

All prices subject to change without notice. Supply subject to availability.

Taxes are estimated and will be invoiced based on actuals. NTTC required for non-taxable sales

Additional handling and other fees may apply.

Expedited shipping is subject to an additional charge.

All software and/or hardware is subject to manufacturer terms and conditions.

Purchase Orders should be issued to:

Advanced Network Management, Address: 4001 Jefferson Plaza NE Albuquerque, NM 87109

NM Vendor ID # 0000051498 || NM Tax ID # CRS: 02-2617770-09

Federal Tax ID # 85-0427142 || DUNS # 83-909-5247

Credit: Net 30 Days (all credit terms subject to prior ANM credit approval)

Customer Signature _____ Date _____

Customer Name (Printed) _____ Title _____



anm^o

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9. **INDEMNIFICATION.** Unless prohibited by law, customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys’ fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.
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Advanced Network Management, Inc
 4001 Jefferson Plaza NE
 Albuquerque, NM 87109

Matthew Elliott

matt.elliott@anm.com

Quote #: QT-000047653

Canutillo Independent School District
 7965 Artcraft
 El Paso, TX 79932
Contract Number: DIR-TSO-4167
Oscar Rico

orico@canutillo-isd.org

Canutillo ISD - Canutillo Middle School Network Refresh

July 27, 2022

ANM Professional Services

Part number	Description	Qty	Price	Extended Price
PS	Professional Services Per Attached SOW	1	\$ 43,462.40	\$ 43,462.40

Sub-Total	\$ 43,462.40
Estimated Taxes	\$ -
Shipping Costs	\$ -
Grand Total	\$ 43,462.40

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

This quote is governed by the terms and conditions of the following contract: DIR-TSO-4167.

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All prices subject to change without notice. Supply subject to availability.

Taxes are estimated and will be invoiced based on actuals. NTTC required for non-taxable sales

Additional handling and other fees may apply.

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Advanced Network Management, Address: 4001 Jefferson Plaza NE Albuquerque, NM 87109

NM Vendor ID # **0000051498** || NM Tax ID # CRS: **02-2617770-09**

Federal Tax ID # **85-0427142** || DUNS # **83-909-5247**

Credit: Net 30 Days (all credit terms subject to prior ANM credit approval)

Customer Signature _____ Date _____

Customer Name (Printed) _____ Title _____



anm^o

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- 7. SECURITY INTEREST.** Customer agrees that ANM shall have a purchase money security interest in all Products supplied to Customer by ANM under this Agreement until all payments due ANM for said Products are paid in full. ANM shall have the right to file in any state or local jurisdiction such financing statements as ANM deems necessary to perfect its purchase money security interest hereunder. Upon request by ANM, Customer hereby agrees to execute all documents necessary to secure ANM’s purchase money security interest. Customer also agrees that this Agreement may be filed by ANM in any state or local jurisdiction as a financing statement (or as other evidence of ANM’s purchase money security interest).
- 8. WARRANTIES.** Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer’s terms and conditions; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products. Product warranties (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable Product warranties and indemnifications which shall be Customer’s sole and exclusive remedy relating to the Products. WITH THE EXCEPTION OF THE FOREGOING, ANM DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 9. INDEMNIFICATION.** Unless prohibited by law, customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys’ fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.
- 10. LIMITATION OF LIABILITY.** THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED, IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES.
- 11. DISPUTES.** The enforcement and interpretation of, and all claims or disputes arising out of or related to this Agreement shall be governed by the procedural and substantive laws of the State of New Mexico, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction’s laws to apply. If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by negotiation before proceeding to litigation.
- 12. NOTICES.** Any notice, demand, or request required or permitted to be given under this Agreement must be in writing and sent to the parties at the addresses set forth below via hand delivery, overnight courier, or certified or registered U.S. mail. Notices are effective upon receipt. Customer notices shall be sent to the most recent billing address on file with ANM. ANM notices shall be sent to: Advanced Network Management, Inc., ATTN: In-House Counsel, 304 Inverness Way S, Suite 400, Englewood, CO 80112.
- 13. SEVERABILITY.** Any provision in this Agreement that is held by a court of competent jurisdiction to be unenforceable shall be modified by said court and interpreted to best accomplish the original provision to the fullest extent permitted by law. The remaining provisions of this Agreement shall remain in effect.
- 14. ENTIRE AGREEMENT.** This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a Quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.



Advanced Network Management, Inc
 4001 Jefferson Plaza NE
 Albuquerque, NM 87109

Matthew Elliott

matt.elliott@anm.com

Quote #: QT-000048911

Canutillo Independent School District
 7965 Artcraft
 El Paso, TX 79932

Contract Number: DIR-TSO-4167
 Oscar Rico

orico@canutillo-isd.org

Canutillo ISD - High School Wireless Refresh

July 28, 2022

ANM Professional Services

Part number	Description	Qty	Price	Extended Price
PS	Professional Services Per Attached SOW	1	\$ 67,669.09	\$ 67,669.09
Sub-Total				\$ 67,669.09
Estimated Taxes				\$ -
Shipping Costs				\$ -
Grand Total				\$ 67,669.09

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

Terms and conditions

ANM reserves the right to cancel quotes and/or orders in the event of pricing or other errors.
 Taxes are estimated and will be invoiced based on actuals. NTTC required for non-taxable sales.
 Additional handling and other fees may apply.
 Expedited shipping is subject to an additional charge.
 Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturer terms and conditions.
 Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except where prohibited by law.

By signing below, I represent that I am permitted to sign for the above-named entity and hereby authorize ANM to order products and/or perform services in accordance with the terms and conditions of this quote.

Customer Signature _____ Date _____

Customer Name (Printed) _____ Title _____



anm^o

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These Terms and Conditions (“Agreement”) apply to hardware and software (collectively, “Products”) that you (“Customer”) purchase from Advanced Network Management, Inc. or its affiliates (collectively, “ANM”). Products are manufactured by third-party vendors (“Manufacturers”) and may be subject to additional terms which are available at <https://anm.com/eulas-and-product-warranties/> (“Manufacturer’s Terms”) and incorporated into this Agreement by reference. Customer accepts this Agreement unless it has a separate signed agreement in which case that separate agreement will take precedence with the exception of the Manufacturer’s Terms.

- 1. ORDERS.** Customer may purchase Products from ANM by signing an ANM-provided quote (“Quote”), issuing a purchase order in response to a Quote, or as otherwise agreed by ANM in writing (collectively, “Orders”).
- 2. TERM.** If Products are provided on a subscription basis, ANM shall provide them from the initial date and for the period listed in the Order (“Initial Term”). Products subject to a term that exceeds 12-months (e.g. 3-year subscription) (“Multi-Year Subscriptions”) are non-cancelable and non-refundable unless Customer is a government entity subject to non-appropriation of funds. ANM reserves discretion to divide the payment for a Multi-Year Subscription into several payments as a convenience for Customer. Following the Initial Term, the Products will automatically renew for a term equivalent in length to the then-expiring term (“Renewal Term”) unless notice is provided to ANM at least 30 days prior to the end of the current term. Any Customer that is a government entity subject to non-appropriation of funds may terminate Products that are subject to a Renewal Term by providing ANM notice at any time prior to the start of the Renewal Term.
- 3. PRICE.** Prices provided on a Quote are subject to change without notice. Applicable taxes will be added to all prices unless a proper tax exemption certificate is provided to ANM at the time an Order is placed.
- 4. PAYMENT.** Payment is due 30 days from invoice date unless ANM expressly agrees otherwise in writing. Customer agrees to pay to ANM all costs and expenses incurred by ANM with respect to recovering any undisputed amount owed to it under this Agreement including, but not limited to, reasonable attorneys’ fees and costs.
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- 8. WARRANTIES.** Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer’s terms and conditions; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products. Product warranties (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable Product warranties and indemnifications which shall be Customer’s sole and exclusive remedy relating to the Products. WITH THE EXCEPTION OF THE FOREGOING, ANM DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 9. INDEMNIFICATION.** Unless prohibited by law, customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys’ fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.
- 10. LIMITATION OF LIABILITY.** THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED, IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES.
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- 14. ENTIRE AGREEMENT.** This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.



Advanced Network Management, Inc
 4001 Jefferson Plaza NE
 Albuquerque, NM 87109

Matthew Elliott

matt.elliott@anm.com

Canutillo Independent School District
 7965 Artcraft
 El Paso, TX 79932
 Contract number:DIR-TSO-4167
 Oscar Rico

orico@canutillo-isd.org

Canutillo ISD - NW Early College AP Refresh

Quote #: QT-000049714

July 27, 2022

Part Number	Description	Start Date	End Date	Term(M)	Qty	Price	Extended Price
6AP4P24-BL-P-MAX-AP	GigaSPEED X10D® 2091B ETL Verified Category 6A U/UTP Cable, blue jacket, 4 pair count, 1000 ft				1	\$ 783.58	\$ 783.58
760152595	SYSTEMAX 360™ GigaSPEED X10D® 1100G56 Evolve Category 6A U/UTP Patch Panel, 48 port				1	\$ 752.54	\$ 752.54
760092452	GigaSPEED X10D® MGS600 Series Information Outlet, blue				1	\$ 12.54	\$ 12.54
31086	3/4" X 75' VELCRO ONE-WRAP BLACK, PRO SERIES				1	\$ 31.08	\$ 31.08
1021-00	21 IN. SKYBAR NEMA 4 PLASTIC WI-FI ACCESS POINT ENCLOSURE				2	\$ 279.76	\$ 559.52
CPCSSX2-02F003	MODCORDER CAT6A LIGHT BLUE 3'				1	\$ 11.67	\$ 11.67
CPCSSX2-02F007	MODCORDER CAT6A LIGHT BLUE 7'				1	\$ 13.97	\$ 13.97
3/4-EMT	3/4-STEEL THINWALL CONDUIT				40	\$ 1.64	\$ 65.72
TK112A	SG TK112A 3/4IN COUPLINGCOMP EMT S				4	\$ 1.31	\$ 5.24
TC112A	SG TC112A 3/4IN CONN COMP. EMT STL				4	\$ 1.13	\$ 4.52
921-S	3/4 IN EMT PIPE STRAP				8	\$ 0.39	\$ 3.12
247918/24987158	Canutillo MS Lift Rental				1	\$ 788.20	\$ 788.20
Miscellaneous-Cablings Hardware	Misc Materials, Connectors, Cable, and Conduit, anchor kits, fire stop				1	\$ 230.00	\$ 230.00

Sub-Total	\$	3,261.70
Estimated Taxes	\$	-
Shipping Costs	\$	-
Grand Total	\$	3,261.70

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

Terms and conditions

This Quote is only valid if signed by you within 30 days. After that date, the Quote shall expire and you must contact us to issue a new quote with updated pricing. Taxes are estimated and will be invoiced based on actuals. NTTC required for non-taxable sales. Additional handling and other fees may apply. Expedited shipping is subject to an additional charge. Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturer terms and conditions. **Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except where prohibited by law.**

By signing below, I represent that I am permitted to sign for the above-named entity and hereby authorize ANM to order products and/or perform services in accordance with the terms and conditions of this quote.

Customer Signature _____ Date _____

Customer Name (Printed) _____ Title _____



anm

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- 8. WARRANTIES.** Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer's terms and conditions; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products. Product warranties (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable Product warranties and indemnifications which shall be Customer's sole and exclusive remedy relating to the Products. WITH THE EXCEPTION OF THE FOREGOING, ANM DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 9. INDEMNIFICATION.** Unless prohibited by law, customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys' fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.
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- 14. ENTIRE AGREEMENT.** This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a Quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.



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 4001 Jefferson Plaza NE
 Albuquerque, NM 87109

Matthew Elliott

matt.elliott@anm.com

Canutillo Independent School District
 7965 Artcraft
 El Paso, TX 79932
Contract number:DIR-TSO-4167
Oscar Rico

orico@canutillo-isd.org

Canutillo ISD - Canutillo Middle School AP Refresh

Quote #: QT-000049718

July 27, 2022

Part Number	Description	Start Date	End Date	Term(M)	Qty	Price	Extended Price
6AP4P24-BL-P-MAX-AP	GigaSPEED X10D® 2091B ETL Verified Category 6A U/UTP Cable, blue jacket, 4 pair count, 1000 ft				9	\$ 783.58	\$ 7,052.18
760152595	SYSTIMAX 360™ GigaSPEED X10D® 1100GS6 Evolve Category 6A U/UTP Patch Panel, 48 port				5	\$ 752.54	\$ 3,762.69
760092452	GigaSPEED X10D® MGS600 Series Information Outlet, blue				41	\$ 12.54	\$ 513.94
760248521	Surface Mount Box, universal, one port, white				50	\$ 3.54	\$ 177.10
BCH12	J-Hooks 1" Loop (CAT 12)				100	\$ 2.13	\$ 212.73
BCH21	Flat Wall 1-5/16" J-HOOK				50	\$ 3.66	\$ 183.24
31086	'3/4" X 75' VELCRO ONE-WRAP BLACK, PRO SERIES				1	\$ 31.08	\$ 31.08
1021-00	21 IN. SKYBAR NEMA 4 PLASTIC WI-FI ACCESS POINT ENCLOSURE				6	\$ 279.76	\$ 1,678.56
CPSSX2-02F003	MODCORD CAT6A LIGHT BLUE 3'				60	\$ 11.67	\$ 700.35
CPSSX2-02F007	MODCORD CAT6A LIGHT BLUE 7'				60	\$ 13.97	\$ 838.35
760152587	SYSTIMAX 360™ GigaSPEED X10D® 1100GS6 Evolve Category 6A U/UTP Patch Panel, 24 port				2	\$ 390.21	\$ 780.42
3/4-EMT	3/4-STEEL THINWALL CONDUIT				240	\$ 1.64	\$ 394.35
TK112A	SG TK112A 3/4IN COUPLINGCOMP EMT S				24	\$ 1.31	\$ 31.51
TC112A	SG TC112A 3/4IN CONN COMP. EMT STL				10	\$ 1.13	\$ 11.33
921-S	3/4 IN EMT PIPE STRAP				50	\$ 0.39	\$ 19.25
247918/24965982	Canutillo MS Lift Rental				1	\$ 1,221.20	\$ 1,221.20
Miscellaneous-Cablng Hardware	Misc Materials, Connectors, Cable, and Conduit, anchor kits, fire stop				1	\$ 805.00	\$ 805.00

Sub-Total	\$ 18,413.28
Estimated Taxes	\$ -
Shipping Costs	\$ -
Grand Total	\$ 18,413.28

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

Terms and conditions

This Quote is only valid if signed by you within 30 days. After that date, the Quote shall expire and you must contact us to issue a new quote with updated pricing. Taxes are estimated and will be invoiced based on actuals. NTTC required for non-taxable sales.

Additional handling and other fees may apply.

Expedited shipping is subject to an additional charge.

Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturer terms and conditions.

Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except where prohibited by law.

By signing below, I represent that I am permitted to sign for the above-named entity and hereby authorize ANM to order products and/or perform services in accordance with the terms and conditions of this quote.

Customer Signature _____ Date _____

Customer Name (Printed) _____ Title _____



anm^o

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- 4. PAYMENT.** Payment is due 30 days from invoice date unless ANM expressly agrees otherwise in writing. Customer agrees to pay to ANM all costs and expenses incurred by ANM with respect to recovering any undisputed amount owed to it under this Agreement including, but not limited to, reasonable attorneys’ fees and costs.
- 5. SHIPPING.** ANM has sole discretion in selecting a carrier for orders. If Customer requests expedited shipping, then it agrees that ANM is authorized to upgrade the shipping and may bill Customer for all additional shipping charges. Risk of loss or damage to Products will pass upon ANM’s surrender of the Products to the transportation provider (F.O.B. Shipping Point). ANM is not liable for any delays in delivery or for partial or early deliveries. Transportation charges will be in accordance with ANM’s shipping policy at the time of shipment. Claims for Product damage or loss in transit on shipments made by a common carrier must be made by the Customer to the common carrier and in accordance with the terms of the common carrier. For deliveries made by ANM personnel, claims for shortages or damages to Products must be made to ANM within five (5) days of the delivery date. If Customer fails to notify ANM within the five (5) day period, the Products will be deemed accepted.
- 6. PRODUCT RETURNS; RMA.** Products are non-returnable and the prices and fees associated therewith will be non-refundable except as permitted in this Section. Customer may return erroneously shipped Products or Products that the Manufacturer authorizes for return through its Return Merchandise Authorization process (“RMA”). Products damaged after shipment may not be returned. Customer is responsible for complying with all Manufacturer return requirements and Customer agrees that any return may be subject to an ANM restocking fee plus shipping costs which it authorizes ANM to offset against any amounts to be credited to Customer’s ANM account. If Customer has not yet paid for the Product(s), ANM may invoice Customer for the restocking fee.
- 7. SECURITY INTEREST.** Customer agrees that ANM shall have a purchase money security interest in all Products supplied to Customer by ANM under this Agreement until all payments due ANM for said Products are paid in full. ANM shall have the right to file in any state or local jurisdiction such financing statements as ANM deems necessary to perfect its purchase money security interest hereunder. Upon request by ANM, Customer hereby agrees to execute all documents necessary to secure ANM’s purchase money security interest. Customer also agrees that this Agreement may be filed by ANM in any state or local jurisdiction as a financing statement (or as other evidence of ANM’s purchase money security interest).
- 8. WARRANTIES.** Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer’s terms and conditions; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products. Product warranties (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable Product warranties and indemnifications which shall be Customer’s sole and exclusive remedy relating to the Products. WITH THE EXCEPTION OF THE FOREGOING, ANM DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 9. INDEMNIFICATION.** Unless prohibited by law, customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys’ fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.
- 10. LIMITATION OF LIABILITY.** THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED, IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES.
- 11. DISPUTES.** The enforcement and interpretation of, and all claims or disputes arising out of or related to this Agreement shall be governed by the procedural and substantive laws of the State of New Mexico, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction’s laws to apply. If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by negotiation before proceeding to litigation.
- 12. NOTICES.** Any notice, demand, or request required or permitted to be given under this Agreement must be in writing and sent to the parties at the addresses set forth below via hand delivery, overnight courier, or certified or registered U.S. mail. Notices are effective upon receipt. Customer notices shall be sent to the most recent billing address on file with ANM. ANM notices shall be sent to: Advanced Network Management, Inc., ATTN: In-House Counsel, 304 Inverness Way S, Suite 400, Englewood, CO 80112.
- 13. SEVERABILITY.** Any provision in this Agreement that is held by a court of competent jurisdiction to be unenforceable shall be modified by said court and interpreted to best accomplish the original provision to the fullest extent permitted by law. The remaining provisions of this Agreement shall remain in effect.
- 14. ENTIRE AGREEMENT.** This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a Quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.



Advanced Network Management, Inc
 4001 Jefferson Plaza NE
 Albuquerque, NM 87109

Matthew Elliott

matt.elliott@anm.com

Canutillo Independent School District
 7965 Artcraft
 El Paso, TX 79932
 Contract number: DIR-TSO-4167
 Oscar Rico

orico@canutillo-isd.org

Canutillo ISD - Alderete Middle School AP Refresh - SS Hardware

Quote #: QT-000049722

July 27, 2022

Part Number	Description	Start Date	End Date	Term(M)	Qty	Price	Extended Price
6AP4P24-BL-P-MAX-AP	GigaSPEED X10D® 2091B ETL Verified Category 6A U/UTP Cable, blue jacket, 4 pair count, 1000 ft				6	\$ 783.58	\$ 4,701.48
760152595	SYSTIMAX 360™ GigaSPEED X10D® 1100G56 Evolve Category 6A U/UTP Patch Panel, 48 port				5	\$ 752.54	\$ 3,762.70
760092452	GigaSPEED X10D® MGS600 Series Information Outlet, blue				23	\$ 12.54	\$ 288.42
760248521	Surface Mount Box, universal, one port, white				23	\$ 3.54	\$ 81.42
BCH12	J-Hooks 1" Loop (CAT 12)				100	\$ 2.13	\$ 212.73
BCH21	Flat Wall 1-5/16" J-HOOK				50	\$ 3.66	\$ 183.24
31086	'3/4" X 75' VELCRO ONE-WRAP BLACK, PRO SERIES				1	\$ 31.08	\$ 31.08
1021-00	21 IN. SKYBAR NEMA 4 PLASTIC WI-FI ACCESS POINT ENCLOSURE				9	\$ 279.76	\$ 2,517.84
42-2600V12553	3M SM LC TO OM2 50UM LC 3MM OFNR MODE CONDITIONER				10	\$ 121.61	\$ 1,216.10
CPCSSX2-02F003	MODCORD CAT6A LIGHT BLUE 3'				23	\$ 11.67	\$ 268.47
CPCSSX2-02F007	MODCORD CAT6A LIGHT BLUE 7'				23	\$ 13.97	\$ 321.31
3/4-EMT	3/4-STEEL THINWALL CONDUIT				240	\$ 1.64	\$ 394.35
TK112A	SG TK112A 3/4IN COUPLINGCOMP EMT S				24	\$ 1.31	\$ 31.51
TC112A	SG TC112A 3/4IN CONN COMP. EMT STL				10	\$ 1.13	\$ 11.30
921-S	3/4 IN EMT PIPE STRAP				50	\$ 0.39	\$ 19.25
247918/24965982	Alderete MS Lift Rental				1	\$ 1,221.20	\$ 1,221.20
Miscellaneous-Cabling Hardware	Misc Materials, Connectors, Cable, and Conduit, anchor kits, fire stop				1	\$ 805.00	\$ 805.00

Sub-Total	\$ 16,067.40
Estimated Taxes	\$ -
Shipping Costs	\$ -
Grand Total	\$ 16,067.40

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

Terms and conditions

This Quote is only valid if signed by you within 30 days. After that date, the Quote shall expire and you must contact us to issue a new quote with updated pricing. Taxes are estimated and will be invoiced based on actuals. NTTC required for non-taxable sales.

Additional handling and other fees may apply.

Expedited shipping is subject to an additional charge.

Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturer terms and conditions.

Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except where prohibited by law.

By signing below, I represent that I am permitted to sign for the above-named entity and hereby authorize ANM to order products and/or perform services in accordance with the terms and conditions of this quote.

Customer Signature _____ Date _____

Customer Name (Printed) _____ Title _____





anm^o

Terms and Conditions

These Terms and Conditions (“Agreement”) apply to hardware and software (collectively, “Products”) that you (“Customer”) purchase from Advanced Network Management, Inc. or its affiliates (collectively, “ANM”). Products are manufactured by third-party vendors (“Manufacturers”) and may be subject to additional terms which are available at <https://anm.com/eulas-and-product-warranties/> (“Manufacturer’s Terms”) and incorporated into this Agreement by reference. Customer accepts this Agreement unless it has a separate signed agreement in which case that separate agreement will take precedence with the exception of the Manufacturer’s Terms.

1. **ORDERS.** Customer may purchase Products from ANM by signing an ANM-provided quote (“Quote”), issuing a purchase order in response to a Quote, or as otherwise agreed by ANM in writing (collectively, “Orders”).
2. **TERM.** If Products are provided on a subscription basis, ANM shall provide them from the initial date and for the period listed in the Order (“Initial Term”). Products subject to a term that exceeds 12-months (e.g. 3-year subscription) (“Multi-Year Subscriptions”) are non-cancelable and non-refundable unless Customer is a government entity subject to non-appropriation of funds. ANM reserves discretion to divide the payment for a Multi-Year Subscription into several payments as a convenience for Customer. Following the Initial Term, the Products will automatically renew for a term equivalent in length to the then-expiring term (“Renewal Term”) unless notice is provided to ANM at least 30 days prior to the end of the current term. Any Customer that is a government entity subject to non-appropriation of funds may terminate Products that are subject to a Renewal Term by providing ANM notice at any time prior to the start of the Renewal Term.
3. **PRICE.** Prices provided on a Quote are subject to change without notice. Applicable taxes will be added to all prices unless a proper tax exemption certificate is provided to ANM at the time an Order is placed.
4. **PAYMENT.** Payment is due 30 days from invoice date unless ANM expressly agrees otherwise in writing. Customer agrees to pay to ANM all costs and expenses incurred by ANM with respect to recovering any undisputed amount owed to it under this Agreement including, but not limited to, reasonable attorneys’ fees and costs.
5. **SHIPPING.** ANM has sole discretion in selecting a carrier for orders. If Customer requests expedited shipping, then it agrees that ANM is authorized to upgrade the shipping and may bill Customer for all additional shipping charges. Risk of loss or damage to Products will pass upon ANM’s surrender of the Products to the transportation provider (F.O.B. Shipping Point). ANM is not liable for any delays in delivery or for partial or early deliveries. Transportation charges will be in accordance with ANM’s shipping policy at the time of shipment. Claims for Product damage or loss in transit on shipments made by a common carrier must be made by the Customer to the common carrier and in accordance with the terms of the common carrier. For deliveries made by ANM personnel, claims for shortages or damages to Products must be made to ANM within five (5) days of the delivery date. If Customer fails to notify ANM within the five (5) day period, the Products will be deemed accepted.
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8. **WARRANTIES.** Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer’s terms and conditions; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products. Product warranties (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable Product warranties and indemnifications which shall be Customer’s sole and exclusive remedy relating to the Products. WITH THE EXCEPTION OF THE FOREGOING, ANM DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
9. **INDEMNIFICATION.** Unless prohibited by law, customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys’ fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.
10. **LIMITATION OF LIABILITY.** THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED, IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES.
11. **DISPUTES.** The enforcement and interpretation of, and all claims or disputes arising out of or related to this Agreement shall be governed by the procedural and substantive laws of the State of New Mexico, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction’s laws to apply. If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by negotiation before proceeding to litigation.
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Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

- Information Discussion Action

Item Type:

- Curriculum & Instruction Human Resources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





4TellX Proposal for Canutillo ISD

Pedro Galaviz
Superintendent
Canutillo ISD
pgalaviz@canutillo-isd.org
(915) 877-7444

Roy Nieto
Managing Partner
roy@4tellx.com
4TellX, LLC
(888) 545-8378, ext. 701

Apr 27, 2021 (Updated)

SHS9C-CAZVK-Y8YWG-FJO3D

Summary

4TelIX is delighted to present you with this predictive analytics proposal for your review and approval. The solution detailed in this proposal has been created with your needs and budget in mind, and we are confident you'll find that it offers great value to your organization.

Please review the proposed solution carefully to ensure it meets your expectations. Should you have any concerns whatsoever, please reach out via email to roy@4telix.com. If you are willing to move forward with the solution as it is described in this proposal, simply sign your approval at the bottom.

Proposed Solution

4TellX, LLC's Data Analytics and Predictive solutions are designed to support the school district's goals and objectives by deep insight using data, statistical algorithms, and machine learning programming to identify the likelihood of future outcomes based on historical data. Our goal is to use "what has happened" in the past to provide the best insight into "what is most likely to happen" in the future. Our approach is to implement a lean, scalable solution with a proactive approach to problem-solving that keep clients on track with the attainment of their goals and objectives.

About 4TellX Solutions

4TellX brings simple answers to complex questions in the education industry. Our solutions bring in-depth dashboards, reporting, and analysis to drive smarter business decisions. Our goal is to help our clients improve student outcomes strip away wasteful programs and initiatives that don't deliver the expected ROI. Business Intelligence is important, but 4TellX predictive analytics moves improved outcomes throughout your entire business operations.

Our suite of predictive analytics solutions include:

- Web-based student assessments measuring cognition and motivation
- Web-based Administrative Dashboards
- Customer Support M-F, from 9:00 am - 4:00 pm, CST
- User Management
- Security Monitoring & Response
- 24/7 System Monitoring
- Software Deployment & Updates

For pricing on these additional services, please contact our sales team directly.

Pricing Breakdown

4TellX implementation encompasses two core components:

1. Implementation Set-Up
2. Prediction Services and solution described in this IT services proposal is priced on an annual basis. Our standard term is three years from the start date of the initial service contract.

Name	Price	QTY	Subtotal
<p>Data Extraction Setup Fee</p> <p>One-time set up fee for 4TellX. Includes Account creation for all 4TellX User types and the following areas:</p> <ul style="list-style-type: none"> • Data extraction from Student Information System • Data extraction from Testing System (ex. DMAC or Eduphoria) • Data normalization process, etc. <p><i>Implementation Fee also encompasses four hours on Planning and Scheduling from Account Manager.</i></p>	\$7,249.00	1	\$7,249.00
<p><input checked="" type="checkbox"/> IT Consulting Services for Data Warehouse Services (exploratory only)</p> <p>Work with a 4TellX Team member to coordinate school district's objectives, identify key data systems, and build an executable timeline on data collection and data transformation.</p> <p>The 4TellX Team member will work extensively with the client through the full onboarding process.</p> <p><i>* Note: This item is for exploratory efforts only. The end result may be the delivery of a second proposal for additional services outside of this predictive analytics project.</i></p>	\$2,500.00	1	\$2,500.00
<p>4TellX Data Analytics and Predictive Solution (Grades 1-11)</p> <p>4TellX, LLC is in the data mining and analytics industry to provide services to clients in K12 education sector. Our data model solutions include predictive analytics, statistical analysis and data mining to finding anomalies, patterns and correlations within large data sets to predict outcomes for student and teacher performance. Additionally, 4TellX has cognitive and social-emotional</p>	\$8.00	5,107	\$40,856.00

applications as additional factors to evaluate as part of its predictive models.

Data Analytics and Prediction Models encompass the following components:

- Course Grade
- STAAR/EOC Scores
- TSI Scores
- SAT/ACT Scores

4TellX Speed Processing Inventory (S.P.I.)	\$4.98	2,824	\$14,063.52
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4TellX Speed Processing Inventory (S.P.I.) – Developed by researchers at Yale University School of Medicine, the S.P.I. is a powerful assessment tool that measures an individual's working memory and other learning identifiers. The proprietary tool is delivered to a student in 90 seconds making delivery and implementation an easier task.

The results are integrated into the 4TellX solution for maximum accuracy and predictability.

Motivation Engagement Survey (M.E.)	\$4.78	2,824	\$13,498.72
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The M.E. is a 3-part questionnaire that measures students' motivation and engagement throughout the year. Designed by Dr. Victor Saenz (University of Texas at Austin) and Dr. Laura Cortez (University of Texas at San Antonio), the survey is designed to provide additional feedback about how students feel throughout the year and will be integrated into the 4TellX product along with "alerts" for students who need immediate intervention. Available for grades 5-12.

4TellX Product Training for Administrators (\$7,500 in Professional Development Fees waived)	\$0.00	5	\$0.00
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Onsite training to District and Campus Administrators sharing best-practice experiences to maximize the tools and features available in your 4TellX

installation. Administrators learn how to view existing reports and alerts in system. Trainers also spend time developing the initial goals and automated reports onsite so communication begins quickly with engaged Users.

This includes five (5) days of onsite training for campus and district administrators.

Subtotal	\$78,167.24
Three-Year Agreement Discount (15%)	-\$11,725.09
Annual Total	\$66,442.15

AGREEMENT TERMS

4TellX, LLC is a member of the Region 19 ESC Allied States Cooperative via RFP Contract # 16-7210.

This Agreement is intended to be a multi-year agreement between Canutillo ISD and 4TellX for predictive analytics solutions, data warehouse services, 4TellX assessment tools, and general consulting services described in Pricing Breakdown attached herein. The agreement begins on the calendar month and year it is executed by both parties and will terminate after a period of 36 months.

All payment terms are Net-30 days from the date of invoice unless separate payment terms are mutually agreed upon in writing by both parties. Invoices are submitted annually on the 12-month anniversary of the Start Date as listed above.

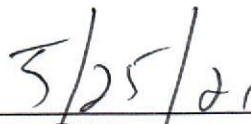
You may complete the contract, and the terms herein, by signing below to confirm your acceptance. By signing this contract, you confirm you are an authorized agent of your institution to make this purchase. If a Purchase Order is required by your Business Office for payment to be issued, please indicate below.

Upon execution by an authorized agent, Canutillo ISD hereby agrees to the Terms of Use as outlined below. If a Purchase Order is required, please submit the Purchase Order number by email to: finance@4tellx.com.

Signatures:

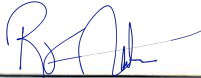
**Canutillo ISD
7965 Artcraft
El Paso, Texas 79932**

Signed By:



Pedro Galaviz

Date



06/21/2021

Roy Nieto

Date

TERMS OF USE

4TellX, LLC, a Texas corporation, owns the 4TellX platform and all associated sub-domains of www.4Tellx.com and www.4TellX.net. This is a legally binding agreement. If you are entering into this Agreement on behalf of a school, school district, college, university, state agency, or another legal entity, you represent that you have the authority to bind the represented entity to this Agreement. If you do not have such authority, you must not accept this Agreement and may not use the Site, Software or Services.

1. GRANT OF LICENSE. 4TellX, LLC hereby grants to Client a limited, non-exclusive, non-sublicensable, and non-transferable license to access and use the 4TellX software platform for the Client's own business. Client can provide individual accounts to Authorized Users as has been agreed upon by 4TellX and Client to access the 4TellX platform. Subject to this Agreement and the Privacy Policy outlined in Section 4 of this agreement, Client grants 4TellX authorization to obtain, load, store, transmit, and display Client User Data including, but not limited to, student academic records including student grades, test scores, absences, behavior issues, TSI scores, SAT/ACT scores, course schedules, graduation plans, and other academic data as requested by 4TellX.

2. LICENSE TERMS AND FEES. The License Term is effective when executed by both parties and will last for a term of 12 months. Thereafter, this License shall automatically be renewed for successive 12 months unless Client gives 4TellX, LLC, written notice at least 60 days before the day on which the license or renewal would expire of its intention not to renew this license. Client agrees to pay 4TellX Inc., or one of 4TellX, LLC's authorized resellers, the full scope of fees in accordance with the terms outlined in the signed agreement. All License Fees are nonrefundable, and due upon invoice irrespective of date Client fulfills data submission requirements necessary to launch Client site.

3. DATA SECURITY. 4TellX, LLC agrees that use, storage, and access to Client Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality,

and professional practices. 4TellX agrees to implement and maintain safeguards necessary that ensure the confidentiality, availability, and integrity of Client Data. If any of these safeguards represent a change to a System, these changes shall be implemented by 4TellX in accordance with 4TellX's approved field modification process.

4. USE OF, STORAGE OF, OR ACCESS TO STUDENT AND CLIENT DATA. 4TellX shall only use, store, or access Client Data:

a. In accordance with, and only to the extent permissible under this Agreement and the Contract; and

b. In full compliance with any and all applicable laws, regulations, rules, or standards including to the extent applicable, but without limitation: Family Educational Rights and Privacy Act (FERPA), Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Financial Services Modernization Act (GLB), Federal Trade Commission Red Flags Rule, and the Social Security Act.

c. For Client Data subject to FERPA, 4TellX will be considered a "school official" with a "legitimate educational interest" as those terms are used in FERPA and its implementing regulations.

d. Any transmission, transportation, or storage of Client Data outside the United States is prohibited except on prior written authorization by the Client.

5. THIRD-PARTY RIGHTS. During the License Terms of this Agreement, Client may integrate third-party Users into 4TellX platform to provide Client Users with enhanced data insight. Client may also integrate third-party Users to promote opportunities, goods, or services to Client Users. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between Client and the applicable third-party. 4TellX, LLC shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Client and any such third-party. 4TellX, LLC and its affiliates do not control the third-party sites, and 4TellX, LLC and its affiliates shall not be held responsible for any content, products, data storage practices, or any other material from the third-party Users and their affiliates.

6. TERMINATION. 4TellX, LLC shall have the right to immediately terminate this License if Client fails to perform any obligation required of Client under this License or if Client becomes

bankrupt or insolvent.

7. RETURN OR DESTRUCTION OF SOFTWARE UPON TERMINATION. Upon termination of this License, Client shall return to 4TelIX, LLC or destroy the original and all copies of the Software including partial copies and modifications. 4TelIX, LLC shall have a reasonable opportunity to conduct an inspection of Client's place of business to assure compliance with this provision.

8. TITLE TO SOFTWARE. 4TelIX, LLC retains copyright and ownership of the Software and all related works including, but not limited to, discoveries, inventions, patents, enhancements, modifications and updates of the Software.

9. MODIFICATIONS AND ENHANCEMENTS. Client will make no efforts to reverse engineer the Software, or make any modifications or enhancements without 4TelIX, LLC's express written consent.

10. WARRANTY LIMITATIONS. The software is provided "as is". 4TelIX, LLC, disclaims all warranties, including but not limited to, all express or implied warranties of Merchantability and Fitness for a particular purpose.

11. REMEDY LIMITATIONS. 4TelIX, LLC's entire liability and 4TelIX, LLC's sole and exclusive remedy for breach of the foregoing warranty shall be 4TelIX, LLC's option to either: return to Client the license fee for the period in which the Software did not perform according to this warranty, or repair the defects of the Software.

12. DAMAGE LIMITATIONS. Neither party shall be liable to the other for indirect, special, consequential or incidental damages, including loss of profits, and 4TelIX, LLC's liability to Client for any other damages relating to or arising out of this agreement whether in contract, tort, or otherwise will be limited to the amount received by 4TelIX, LLC from Client as compensation for the software during the six (6) month period immediately prior to the time such claim arose.

13. CONFIDENTIALITY. Client will treat the Software as a trade secret and proprietary know-how belonging to 4TelIX, LLC that is being made available to Client in confidence. Client agrees to treat the Software with at least the same care as it treats its own confidential or proprietary information.

14. MEDIATION AND VENUE. In the event a dispute arises between the parties to this agreement, upon thirty (30) day notice, the parties agree to participate in a ½ day mediation in

Cameron County, Texas. The parties agree to share equally in the costs associated with the mediation. Said mediation shall be administered by an agreed upon Mediator located in Cameron County, Texas. In the event the dispute is not resolved at Mediation, either party may only file suit regarding the dispute in Cameron County, Texas.

15. ATTORNEY FEES. If any legal action is necessary to enforce this License, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which it may be entitled.

16. GENERAL PROVISIONS.

(a) Complete Agreement: This License Agreement together with all schedules referred to in this Agreement, all of which are incorporated herein by reference, constitutes the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements, representations and documentation relating to the subject matter of this Agreement.

(b) Modifications: Modifications and amendments to this Agreement, including any exhibit, schedule or attachment hereto, shall be enforceable only if in writing and signed by authorized representatives of both parties.

(c) Applicable law: This License will be governed by the laws of the State of Texas.

(d) Notices: All notices and other communications given in connection with this License shall be in writing and shall be deemed given as follows:

- When delivered personally to the recipient's address as appearing in the introductory paragraph to this License; or
 - Three days after being deposited in the United States mail, postage prepaid to the recipient's address as appearing in the introductory paragraph to this License; or
 - When sent by fax or telex to the last fax or telex number of the recipient known to the party giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail or the recipient delivers a written confirmation of receipt.
- **Note: Any party may change its address appearing in the introductory paragraph to this License by given notice of the change in accordance with this paragraph.**

(e) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

17. ASSIGNMENT. The rights conferred by this License shall not be assignable by the Client without 4TelIX, LLC's prior written consent. 4TelIX, LLC may impose a reasonable license fee on any such assignment.

About Users and Roles

A *user* is any employee in your organization who is assigned a username and password in the application. Although not required, a user can be assigned one or more commercial credit cards. A user who is assigned at least one card is referred to as a *cardholder*. Each card in a card program must be assigned to at least one user, who is the *primary* cardholder of the card. Program administrators can also assign *secondary* cardholders. Secondary cardholders may reconcile the transactions performed by the primary cardholder including responding to flagged transactions and disputing transactions performed by the primary cardholder.

All cardholders perform the following basic tasks when reconciling transactions made with a card that they are either assigned as the primary or secondary cardholder:

1. Review the details of the transactions
2. Modify editable details of the transactions
3. Add comments to the transactions
4. "Sign off" the transactions
5. Dispute transactions

In addition to being a cardholder, each user can be assigned one or more pre-defined roles that determine what additional tasks a user can perform within the application. A role can be assigned to multiple users in the organization. For example, the Accountant role might be assigned to several different users in the organization.

The roles can be assigned directly to a user, or they can also be assigned indirectly to the user by assigning the roles to the group to which the user is a member.

NOTE: An attribute assigned directly to a user always takes precedence over an attribute assigned indirectly via the user's group.

Global Roles

A user's role(s) determines what additional tasks can be performed beyond the basic cardholder tasks described above. A cardholder does not require the assignment of a role, and in the absence of any assigned roles, a cardholder can still access the application and perform the basic cardholder tasks. However, cardholders without the Requester and GL Coder role cannot create purchase requests for additional funds or edit GL information on their own transactions. Roles assigned to users who are not cardholders allow the users to perform the tasks associated with the assigned role(s):

- **Purchaser** – The Purchaser role, used only with the Purchase Request feature, enables users to make purchases for other users who have already obtained approved purchase requests. For example, if an organization has a single employee who is responsible for purchasing office supplies, several users can create purchase requests for office supplies and assign the purchase requests to the appropriate Purchaser. After each purchase request has been approved, the Purchaser can choose to complete the purchase, reject the purchase request, or reassign the purchase request. **NOTE:** The user who makes the purchase is responsible for reconciling the transaction.

IMPORTANT: Purchasers will only see their own assigned purchase requests unless granted one of the additional attributes. If no purchasers in the organization are granted the additional permission to see requests unassigned to purchasers, the Program Administrator is allowed to see them. If at least one purchaser is granted this permission, Program Administrators are no longer granted this permission.

- **Requester** – The Requester role enables users to create purchase requests, that when approved, apply incremental (additional) funds to a card. The Requester need not be a cardholder and can be assigned to create requests on behalf of another cardholder.
- **GL Coder** – The GL Coder role enables users to access and change GL codes on transactions. **NOTE:** If the user also has the Requester role, the GL Coder role will enable the user to edit GL codes on purchase requests.
- **Auditor** – Auditors can review all data for the entire organization and access and export all company reports (including the dashboard summary).
- **Basic Reporter**– Basic Reporters can use standard configurable report templates, that is those created and distributed by a Program Administrator or Accountant, but cannot edit the column configuration of the templates. (This role is only available if the organization is licensed to use the role during implementation).
- **Accountant** – Accountants are responsible for making sure that the GL coding on a transaction or reimbursement request is correct before closing and exporting the associated details. To this end, an Accountant can perform the following tasks:
 - Maintain and export all GL segment codes, combinations, settings, and mappings
 - Create and edit Authorization Profiles and related authorization rules
 - Edit document code settings
 - Close any user's open, approved purchase request
 - Edit / dispute / divide / flag transactions
 - Close transactions and/or reimbursement requests
 - Batch / download / lock transaction detail data
 - Access the dashboard summary and detailed company reports

- Create company-wide report templates

If necessary, an Accountant can sweep outstanding transactions into the Accounting queue before the cardholder and/or manager have performed signoff. The sweep enables Accountants to independently continue their workflow, reviewing, reconciling, and closing transactions for a specific billing cycle.

- **Program Administrator** – A Program Administrator performs all administrative and card maintenance tasks in the application. These administrative functions can be divided into four broad categories:
 - **Card program maintenance**
 - Request / activate / deactivate / assign unknown purchasing cards
 - Create / edit / delete card profiles
 - Move a card to a different profile (permanently or temporarily)
 - Edit or cancel card scheduled operations (such as return a card to a group)
 - Edit the company credit limit
 - **User / Group administration**
 - Create / edit / delete users and groups
 - Manage group officials
 - Send username reminders and welcome email messages to users
 - Reset a user's password
 - Move a user to a different group
 - Assign roles to users
 - Manage group approval policies
 - Assign GL authorization profiles to users or groups
 - Create / delete and manage authority levels and signature limits
 - **Reporting capabilities**
 - Generate spending analysis reports, memo statements, and audit reports
 - Create / edit / delete spend monitors
 - Access / export the dashboard summary and company reports
 - Create company-wide report templates
 - **Policy and settings administration**
 - Generate company-wide automated announcements
 - Set purchase request settings
 - Threshold at which appropriate signature level is required
 - Self approval rules for Group Approvers
 - Signature limit rules for own requests
 - Threshold at which P.O numbers are assigned
 - Available payment methods
 - Set transaction and reimbursement settings
 - Allow the use of reimbursement requests
 - Allow transactions to be divided
 - Barcode scheme
 - Edit document codes for purchase orders, transactions, and reimbursements
 - Set signoff rules for discrepancies and incorrect GL combinations
 - Create / edit / delete expense categories
 - Maintain GL controls

- Accounts payable codes
- Payee name and ID for payable documents
- Tax controls
- Personal purchases
- Maintain and export all GL segment codes, combinations, settings, and mappings
- Create and edit Authorization Profiles and related authorization rules
- Maintain user permissions
- Allow scoped administrators to set profile credit limits up to threshold
- Allow group owners to initiate the creation of a new user with card request
- Set up password policy
- Set up email policy

Group Official Roles / Scoped Roles

The total list of officials and the tasks each can perform are described below:

- **Group Owner**

This official sets the group's approval rules, and if global settings allow, may also initiate the addition of a new user and card. Group Owners can view the organizational structure of the groups to which they are assigned.

- **Group Approver**

This official signs off on payable documents and approves purchase requests (that either originated from a member of the group or were routed to the group). A Group Approver is also referred to as a 'manager'. For example, manager signoff is performed by the Group Approver of the group to whom the user belongs.

- **Scoped Program Administrator**

Scoped program administrators perform most of the tasks associated with a Program Administrator, but only for the cardholders in the group to which the official is assigned and its sub groups.

- **Group Proxy Requester**

This official can view all purchase request queues for users in the group. If the official also possesses the Requester user role, he/she can create a purchase request on behalf of any user in the group who also possesses the Requester user role.

- **Group Proxy Reconciler**

This official can access reports, attach transaction(s) to a purchase request, create reimbursement requests, and reconcile transactions on behalf of any user in the group.

- **Scoped Accountant**

Scoped Accountants perform most of the tasks associated with the Accountant role, but only for users in the group the accountant has been assigned and its sub groups. A Scoped Accountant cannot export transaction detail data or export/manipulate GL information.


- **Scoped Auditor**

Scoped Auditors can access and export the dashboard and detailed reports for the group(s) to which they are assigned and its subgroups.

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SIGNATURE CERTIFICATE



REFERENCE NUMBER
3D6CCA39-2B7D-4E78-9DF4-6B0CCC6519B8

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 3D6CCA39-2B7D-4E78-9DF4-6B0CCC6519B8</p> <p>Transaction Type Signature Request</p> <p>Sent At 06/21/2021 15:18 EDT</p> <p>Executed At 06/21/2021 18:19 EDT</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum f1c6854382e109ce464433608ad0b19dd2d0b15d10edcc4e9adcb15e52b4144b</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Ch 4tellx Proposal It</p> <p>Filename ch_4tellx_proposal_it.pdf</p> <p>Pages 19 pages</p> <p>Content Type application/pdf</p> <p>File Size 4.94 MB</p> <p>Original Checksum 6b638a5086a813f0b06ecdf49c2e098a63e856a55a3748b194c719cb09ed2244</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Roy Nieto</p> <p>Email roy@4tellx.com</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 86b72094ca72945611767c37cce19175f293a4f099a08f8d5804628a0539e853</p> <p>IP Address 107.77.234.31</p> <p>Device Mobile Safari via iOS</p> <p>Drawn Signature </p> <p>Signature Reference ID F4662B83</p> <p>Signature Biometric Count 231</p>	<p>Viewed At 06/21/2021 18:18 EDT</p> <p>Identity Authenticated At 06/21/2021 18:19 EDT</p> <p>Signed At 06/21/2021 18:19 EDT</p>

AUDITS

TIMESTAMP	AUDIT
06/21/2021 15:18 EDT	CISD Finance Department (finance@canutillo-isd.org) created document 'ch_4tellx_proposal_it.pdf' on Chrome via Windows from 70.125.228.98.
06/21/2021 15:18 EDT	Roy Nieto (roy@4tellx.com) was emailed a link to sign.
06/21/2021 18:18 EDT	Roy Nieto (roy@4tellx.com) viewed the document on Mobile Safari via iOS from 107.77.234.31.
06/21/2021 18:19 EDT	Roy Nieto (roy@4tellx.com) authenticated via email on Mobile Safari via iOS from 107.77.234.31.
06/21/2021 18:19 EDT	Roy Nieto (roy@4tellx.com) signed the document on Mobile Safari via iOS from 107.77.234.31.

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discuss recommendation to approve cloud migration with Frontline Education system providing TEAMS information systems maintenance and support.

Justification Statement: This purchase will support TEAMS cloud migration and hosting for information systems and interface products for the 2022-2023 school year.

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

Staff Responsible: _____
Signature of Requester(s)

Signature of Presenter(s) Dr. Oscar Rico

 Elizabeth B. Sida *Signature* 9/13/2022
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 cloud migration and hosting services through Frontline Education to support the 2022-2023 school year.
Systems to be supported: TEAMS Business Information, Student Information, Human Resources, IT Technical Staff Training/Support, and Third party applications.

RECOMMENDATION: Administration recommends the approval to migrate to cloud hosted services with Frontline Education in the amount of \$64,500.00

PRIOR BOARD ACTION: No AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$64,500.00

ACCOUNT NO(S): 199.53.6299.94.728.99

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
ESC Region19 Allied States Cooperative #17-7247

REQUESTING DEPARTMENT:
Information Technology Services

CONSEQUENCES OF NON-APPROVAL:
This will affect district wide operations as our current infrastructure is end of life and cloud services better fit our fiscal and technical needs.

IMPLEMENTATION TIMELINE:
Immediately upon approval

ATTACHMENT(S): Vendor Quote





1400 Atwater Drive Malvern, PA 19355

Customer: **Order Form Details:**

Canutillo Independent School District
PO BOX 100
CANUTILLO, Texas, 79835-0100
United States

Contact: Oscar Rico
Title: Technology Director
Phone: (915)877-7474
Email: orico@canutillo-isd.org

Pricing Expiration: 6/23/2022
Quote Currency: USD
Account Manager: Heather Golsch

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Frequency: Annual
Sale Type: New
Initial Term: 9/01/2022 – 8/31/2023

Pricing Overview **Amount**

One-Time Fees	\$45,000.00
Annual Recurring Fees	\$19,500.00

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Cloud Ops Services - ERP & SIS	1	\$45,000.00	\$45,000.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Cloud Ops Hosting Services - ERP & SIS	9/01/2022	8/31/2023	\$19,500.00



1400 Atwater Drive Malvern, PA 19355

Additional Order Form Information

Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

PO Information

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

Professional Services Information

Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order. The Professional Services expire thereafter with no credit or refund due to Customer.



1400 Atwater Drive Malvern, PA 19355

Invoicing Schedule	Due Date	Amount
Invoice: One Time Cloud Ops Services - ERP & SIS	Upon Signing	\$45,000.00 + applicable sales tax \$45,000.00
Invoice: Annual Cloud Ops Hosting Services - ERP & SIS	10/01/2022	\$19,500.00 + applicable sales tax \$19,500.00



1400 Atwater Drive Malvern, PA 19355

ORDER FORM

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the Agreement). BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the Order Form Terms) ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, Frontline) and are not to be shared with any third party without the prior written consent of Frontline.

<p>Frontline Technologies Group LLC dba Frontline Education</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: <u>1400 Atwater Drive</u> <u>Malvern, PA 19355</u></p> <p>Email: <u>billing@frontlineed.com</u></p> <p>Date: _____</p>	<p>Canutillo Independent School District</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: <u>PO BOX 100</u> <u>CANUTILLO, Texas 79835-0100</u></p> <p>Email: _____</p> <p>Date: _____</p>
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Board of Trustees

Meeting Date: 9/27/2022

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



AVERAGE:	Complete (Texas) Office Technologies Inc	Dahill Office Technology Corporation	PTS Office Systems, Inc.	RICOH USA	Spectrum Imaging Technologies	Toshiba Business Solutions, Inc.
1 The Purchase Price	24	18	27	19	30	22
Total Points - 30						
2 The reputation of the vendor and the vendor's goods and services	7	6	7	6	9	8
Total Points - 10						
3 The Quality of the vendor's goods and services	8	8	8	6	8	8
Total Points - 10						
4 The extent to which the vendors goods and service meet the districts needs	13	12	12	9	13	12
Total Points - 15						
5 The vendor's past relationship with the district	3	2	3	3	4	3
Total Points - 5						
6 The impact on the ability of the district to comply with laws and rules related to historically utilized businesses	0	0	0	0	0	0
Total Points - 0						
7 The total long-term cost to the district to acquire the vendor's goods and services	12	10	12	7	13	12
Total Points - 15						
8 For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner - (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0	0	0	0	0
Total Points - 0						
9 Any other relevant factors specifically listed in the request for bids or proposals	13	13	12	8	11	11
Total Points - 15						
TOTAL POSSIBLE SCORE = 100	79	69	82	58	88	76

RFP 2023-01 Bid Tabulation Summary

Event Number	2023-01 Addendum 3	Organization	Canutillo Independent School District
Event Title	Copy Machine Solutions	Workgroup	Purchasing
Event Description	The District is seeking proposals from qualif	Event Owner	Elizabeth Sida
Event Type	RFP	Email	esida@canutillo-isd.org
Issue Date	8/12/2022 12:01:53 PM (MT)	Phone	(915) 877-7426

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total	PRICE POINTS	12mths x 3year	12mths x 2year	Total Cost for 5 Year Contract Term
RICOH USA	El Paso	TX	9/13/2022 02:18:04 PM (MT)	1 month	\$21,391.11	19	\$ 770,079.96		\$ 1,283,466.60
				12mths -->	\$256,693.32		\$ 513,386.64	Total Cost 5 year	
				Manual Entry by E.Sida 58 Machines base cost is \$14,525.06 plus Service contract Cost \$6,866.05					
Spectrum Imaging Technologies (Spectrum imaging technologies inc)	El Paso	TX	9/13/2022 09:26:54 AM (MT)	1 month	\$13,833.25	30	\$ 497,997.00		\$ 829,995.00
				12mths -->	\$165,999.00		\$ 331,998.00	Total Cost 5 year	
PTS Office Systems, Inc.	Las Cruces	NM	9/13/2022 10:52:32 AM (MT)	1 month	\$15,567.00	27	\$ 560,412.00		\$ 1,307,628.00
				12mths -->	\$186,804.00		\$ 1,120,824.00	Total Cost 5 year	
Complete (Texas) Office Technologies Inc (Complete Office Technologies Inc)	El Paso	TX	9/13/2022 01:29:18 PM (MT)	1 month	\$17,274.60	24	\$ 621,885.60		\$ 1,036,476.00
				12mths -->	\$207,295.20		\$ 414,590.40	Total Cost 5 year	

RFP 2023-01 Bid Tabulation Summary

Event Number	2023-01 Addendum 3	Organization	Canutillo Independent School District
Event Title	Copy Machine Solutions	Workgroup	Purchasing
Event Description	The District is seeking proposals from qualif	Event Owner	Elizabeth Sida
Event Type	RFP	Email	esida@canutillo-isd.org
Issue Date	8/12/2022 12:01:53 PM (MT)	Phone	(915) 877-7426

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total	PRICE POINTS 30	12mths x 3year 12mths x 2year	Total Cost for 5 Year Contract Term
Dahill Office Technology Corporation	San Antonio	TX	9/13/2022 08:35:20 AM (MT)	1 month	\$22,828.39	18	\$ 821,822.04	\$ 1,369,703.40
				12mths -->	\$273,940.68		\$ 547,881.36	Total Cost 5 year
Toshiba Business Solutions, Inc.	El Paso	TX	9/13/2022 11:14:14 AM (MT)	1/36mths	\$318,947.76			
				1 month	\$8,859.66		\$ 318,947.76	\$ 531,579.60
				12 months -->	\$106,315.92		\$ 212,631.84	Total cost 5 year /plus unknown cost per copy
			See Proposal pg 136, OPTION 2: Proposed cost per month TELP, Unlimited copies	1 month	\$ 18,455.32	22	\$ 664,391.52	\$ 1,107,319.20
				12 months -->	\$ 221,463.84		\$ 442,927.68	Total Cost 5 Year

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

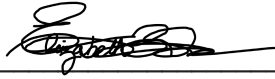
Purpose of Agenda Item:

Information Discussion Action

Item Type:


Curriculum & Instruction HumanResources Business Services

Staff Responsible:



Signature of Requester(s)

Signature of Presenter(s)



Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



RESOLUTION

STATE OF TEXAS) TO THE REGION VI
) EDUCATION SERVICE
) CENTER

WHEREAS, the Board of Trustees of (Canutillo Independent School District), (El Paso) Texas, (Named Public Agency) (City) pursuant to the authority granted by Texas Government Code §791, §2269, and Texas Education Code §44.031, desires to participate in the described purchasing cooperative offered by the Region VI Education Service Center, and in the opinion that by participating in this purchasing cooperative, is an efficient use of taxpayers' money through the anticipated savings to be realized; and

WHEREAS, the purchasing cooperative will allow the Public Agency to purchase a variety of products through its previously competitively procured proposals; and WHEREAS, the Region VI Education Service Center, as established under Chapter 8 of the Texas Education Code, has assisted many educational institutions with a variety of needs and EPIC6 is an extension of those efforts;

NOW THEREFORE BE IT RESOLVED that the (Canutillo Independent School District) requests a stated need for participation in: (Named Public Agency)

[X] Educational Purchasing Interlocal Cooperative at Region 6 (EPIC6)

Whereby (Dr. Pedro Galaviz) is authorized and directed to sign and deliver any and all necessary (Name of Authorizing Person) requests and documents in connection therewith for and on behalf of (Canutillo Independent School District). (Named Public Agency)

I certify that the foregoing is a true and correct original Resolution duly adopted by the Canutillo Independent School District and is filed on record at the EPIC 6 office. (Named Public Agency)

In witness thereof, I have hereunto set my hand and affixed my official seal this ____ day of _____, 20__.

By: _____ (Authorizing Signature)

(Printed Authorizing Name)

(Title)

This legal document will remain current on file until either party severs the agreement.

INTERLOCAL AGREEMENT
Region 6 Education Service Center (RESC 6)
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

Canutillo Independent School District

TEXAS PUBLIC ENTITY / DISTRICT MEMBER

Region 6 Education Service Center

3332 Montgomery Road, Huntsville, TX 77340

County-District Number: 236-950

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this Agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective September, 2022 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 6 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the Educational Purchasing Interlocal Cooperative (EPIC6).

The purpose of EPIC6 shall be to obtain substantial savings for any participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Property Co-ownership:

There shall be no real or personal property acquisition or co-ownership resulting from this agreement.

Roles of the EPIC6 Purchasing Cooperative:

1. Provide organizational and administrative structure of the Program.
2. Provide Administrative and Support Staff necessary for efficient operation of the EPIC6.
3. Provide marketing of the EPIC6 to expand membership, awarded contracts and commodity categories, excluding purchases by school food authorities and transactions involving fund 240 and/or any other Child Nutrition funds provided by USDA or Texas Board of Agriculture.

4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and awarding of vendor contracts.
5. Provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures.
6. Maintain filing system for all competitive bidding procedure requirements.
7. Provide Reports as requested.
8. Maintain active membership database for awarded vendors.
9. Provide EPIC6 training to members and vendors upon request.
10. Collect fees to finance the operation of the cooperative from awarded vendors based on the sales through the cooperative's contracts with the end users.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms and approval of the governing body where required (e.g. required in Texas)
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from EPIC6 Vendors when in the best interest of the entity.
4. Submit a monthly report of purchases and /or copies of Purchase Orders to the EPIC6.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner and according to Texas Law and contract agreement.
7. Include EPIC6 and appropriate contract number on you purchase order and/or contracts in which you utilize an EPIC6 contract.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in Walker County, Texas, location of the administrative offices of RESC 6.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) 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.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation unless otherwise agreed by the parties in writing at the time of the dispute.

No 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 its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means or hard copy and the terms and conditions agreed are binding upon the Parties.

No electronic signatures are permitted, however a scanned wet signature transmitted electronically is permitted.

Authorization:

Region 6 Education Service Center and EPIC6 have entered into an Agreement to provide cooperative purchasing opportunities to public agencies and other legally eligible entities.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

Purchasing Cooperative Lead Agency:

Canutillo Independent School District

Region 6 Education Service Center

Entity or District Name

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: Superintendent of Schools

Title: Executive Director Region 6 ESC

Date: 9/27/2022

Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Elizabeth B. Sida 
Business Services Approval (Initials)

9/13/2022
Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



CISD Auction 2022

CANUTILLO DISTRICT

COMPUTERS
LCD MONITORS
LAPTOPS
OVERHEAD PROJECTORS
STORAGE CARTS
PRINTERS
SCANNER DESKTOP
TAPE RECORDERS
DIGITAL CAMERA'S
KEY BOARDS
COMPUTER WIRING
COMPACT DISKS - WRD
TABLETS COMPUTER
2-WAY RADIO'S
SOUND BARS
TELEPHONES
CALCULATORS
HEADPHONES
CHAIRS
PORTABLE STEREO
VCR
REFRIGERATOR
MICROWAVES
SMART SYSTEM AUDIO PA
STUDENT DESK
STUDENT CHAIRS
SCIENCE DESK
COMPUTER DESKS
TEACHERS DESK
FILES CABINETS
ASSORTED PARTITONS

TECHNOLOGY EQUIPMENT SWITCHES

CHILD NUTRITION

JACKED FLOOR KETTLE
SINGLE REACHIN WARMER
TOP CONVENTION OVEN
BOTTOM CONVENTION OVEN
REFRIGERATOR
BLOGETT OVEN
SERVING LINES
STEAMER
PAN RACKS
MILK COOLER
SERVING LINE COOLER
CAFETERIA TABLES
L SHAPE SINKS
FOLDABLE TABLES
REACH IN COOLER/FREEZERS
PORTABLE SALAD BAR'S



OFFICE OF THE ASSOCIATE SUPERINTENDENT

CANUTILLO A Premier District

TO: Canutillo Board of Trustees and Superintendent Galaviz

FROM: Dr. Debra Kerney

DATE: August 19th, 2022

RE: Student Handbook and Student Code of Conduct

Policy FO (LEGAL) requires that the Board of Trustees review and adopt the Student Code of Conduct annually. The Student Code of Conduct and Student Handbook are available for review. After board approval, guidelines will be followed for dissemination of the Code of Conduct and Handbook, which will be placed on the district website for access by the community. Additionally, all campuses are required to have a “paper” copy in the front office as well as in the library.

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).

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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.

CANUTILLO A Premier District



2022-2023 STUDENT HANDBOOK

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



If you have difficulty accessing the information in this document because of disability, please contact the Public Information Office at (915) 877-7401.

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.

CORE BELIEFS

- › Culture of Excellence
- › Student Centered
- › High Expectations
- › Accountability
- › Transparency



Sergio Coronado
President



Salvador Payan
Vice President



Patsy Mendoza
Secretary



Tristan Hernandez
Trustee



Armando Rodriguez
Trustee



Laure Searls
Trustee



Blanca Trout
Trustee



Dr. Pedro Galaviz
Superintendent of
Schools

CISD TEAM

Canutillo ISD Student Handbook

2022–23 School Year

If you have difficulty accessing the information in this document because of disability, please contact the district at pio@canutillo-isd.org or 877-7401.

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Preface Parents and Students:

Welcome to the new school year!

Education is a team effort. Students, parents, teachers, and other staff members working together will make this a successful year.

The Canutillo ISD Student Handbook is a general reference guide that is divided into two sections:

Section One: Parental Rights describes certain parental rights as specified in state or federal law.

Section Two: Other Important Information for Parents and Students is organized alphabetically by topic. Where applicable, the topics are further organized by grade level.

Note: Unless otherwise noted, the term “parent” refers to the parent, legal guardian, any person granted some other type of lawful control of a student, or any other person who has agreed to assume school-related responsibility for a student.

The Student Handbook is designed to align with law, board-adopted policy, and the Student Code of Conduct, a board-adopted document intended to promote school safety and an atmosphere for learning. The Student Handbook is not meant to be a complete statement of all policies, procedures, or rules in any given circumstance.

In case of conflicts between board policy (including the Student Code of Conduct) and any Student Handbook provision, the district will follow board policy and the Student Code of Conduct.

Therefore, parents and students should become familiar with the Canutillo ISD Student Code of Conduct. To review the Code of Conduct, visit the district’s website at www.canutillo-isd.org . State law requires that the Code of Conduct be prominently displayed or made available for review at each campus.

The Student Handbook is updated annually; however, policy adoption and revisions may occur throughout the year. The district encourages parents to stay informed of proposed policy changes by attending board meetings and reviewing newsletter and other communications explaining changes in policy or other rules that affect Student Handbook provisions. The district reserves the right to modify the Student Handbook at any time. Notice of revisions will be provided as is reasonably practical.

Although the Student Handbook may refer to rights established through law or district policy, it does not create additional rights for parents and students. It does not, nor is it intended to, represent a contract between any parent or student and the district.

A hard copy of either the Student Code of Conduct or Student Handbook can be requested at the public information office or any school campus.

Note: References to board policy codes are included for ease of reference. The hard copy of the district’s official policy manual is available for review in the district administration office and an unofficial electronic copy is available at www.canutillo-isd.org under Policies.

Canutillo ISD Student Handbook

The policy manual includes:

- Legally referenced (LEGAL) policies that contain provisions from federal and state laws and regulations, case law, and other legal authorities that provide the legal framework for school districts.
- Board-adopted (LOCAL) policies that articulate the board's choices and values regarding district practices.

For questions about the material in this handbook, please contact:

The Office of the Associate Superintendent)

7965 Arcraft Road, El Paso, TX 79932)

pio@canutillo-isd.org

(915) 877-7475

Complete and return to the student's campus the following forms (provided in the forms packet distributed at the beginning of the year or upon enrollment):

- Acknowledgment of Electronic Distribution of Student Handbook],
- Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information,
- Parent's Objection to the Release of Student Information to Military Recruiters and Institutions of Higher Education (if you choose to restrict the release of information to these entities), and
- Consent/Opt-Out Form for participation in third-party surveys.

[See **Objecting to the Release of Directory Information** on page 14 and **Consent Required Before Student Participation in a Federally Funded Survey** on page 15 for more information.]

Accessibility

If you have difficulty accessing this handbook because of a disability, please contact:

The Public Information Office

7965 Arcraft Road, El Paso, TX 79932)

pio@canutillo-isd.org

(915) 877-7400

Section One: Parental Rights

This section describes certain parental rights as specified in state or federal law.

Consent, Opt-Out, and Refusal Rights

Consent to Conduct a Psychological Evaluation

Unless required under state or federal law, a district employee will not conduct a psychological examination, test, or treatment without obtaining prior written parental consent.

Note: An evaluation may be legally required under special education rules or by the Texas Education Agency for child abuse investigations and reports.

Consent to Human Sexuality Instruction

Annual Notification

As a part of the district's curriculum, students receive instruction related to human sexuality. The School Health Advisory Council (SHAC) makes recommendations for curriculum materials, and the school board adopts the materials and determines the specific content of the instruction.

For further information, contact the district's Coordinated School Health Facilitator at (915) 877-7656.

Approved Programs:

Happy Bear – PK – 1 • "Happy Bear" is an innovative practical personal safety program designed to teach and reinforce the three R's of safety: RECOGNIZE, RESIST, and REPORT abuse. It also covers the topic of bullying and what children should do in case they are faced in that situation.

Provided by The Advocacy Center for the Children of El Paso

Growth and Development for Boys and Girls "Always Changing" Grade 4, 5, 6 • Students will learn about the emotional and physical changes that accompany the life stages of adolescence and puberty. The presentations are normally taught in separate sessions for each gender. • This program is geared for 5th grade students. However, a parent /legal guardian, healthcare provider or school employee may recommend a 4th grade student to participate in the program.

Provided by Canutillo ISD Nurses, Physical Education Teachers, and Dept. of Health

Game Plan – Grades 6-8 • A program designed to help students discover the "strong message" that abstinence is the safest, healthiest choice for teens to prevent pregnancy and STDs. • Abstinence is a good decision which will help them achieve academic excellence and accomplish their goals and dreams.

Provided by Canutillo ISD Physical Education/ Health Education Teachers

Choices Two Should Know- Grades 8 • This is an abstinence-based presentation which includes separate lessons on Abstinence, Dating Violence, STD's, and Contraceptives. The content of the curriculum includes teaching of contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates.

Provided by Canutillo ISD Physical Education/ Health Education Teachers

HERO/No Means NO / Risky Trends and Behaviors – Grades 6-12 • HERO/No Means NO / Risky Trends and Behaviors are educational sessions that provide teenage youth with the tools

to have healthy responsible relationships now and in the future. These workshops provide an awareness and prevention program regarding legal ramifications of sexual assault (rape), dating violence, and improper photography with mobile phones, internet safety and other related crimes. These educational sessions address how to prevent becoming a victim or perpetrator so all youth can experience healthy relationships free from abuse or violence.

Provided by the Center Against Sexual and Family Violence.

Teen Talks - Grades 6 – 12 • Teen Talks is a Youth Health Education Program that provides 2 days or 5-days of abstinence strong presentations, with a teen parent panel. They focus on sexuality, reproductive health, body image, substance use awareness, mental health, and issues of diversity and anti-violence.

Provided by the Child Crisis of El Paso.

Navigator - Grades 9 – 12 • A program designed for high school students to learn the importance of saving all sexual activity for marriage. • Explores issues important to teenagers by using research, statistics and real life stories.

Provided by Canutillo ISD Physical Education/ Health Education Teachers

HIV/AIDS Prevention - Grades 9 – 12 • This presentation defines and provides the difference between HIV Infection and AIDS. • A description of the progression of HIV from initial infection to disease, the modes of transmission of HIV, and the ways to prevent HIV infection are discussed.

Provided by Department of Public Health

International AIDS Empowerment - Grades 8 – 12 • Local, state, and national statistics, knowledge and information on risks on HIV/AIDS/STDs are presented. • Students discuss attitudes and beliefs towards respecting personal limits, transmission, incubation, and symptoms of AIDS.

Provided by International AIDS Empowerment

OUTright Community Center – Grades 6-12 • This community center is an approved resource that provides speakers for students and parents.

Draw the Line/Respect the Line - Grades 6-8 • The primary message conveyed through this program is that postponing sexual activity during adolescence is the healthiest choice. • Program sessions encourage participants to discuss social and peer pressures about having sex, to set limits, to abstain from sexual intercourse, and to stay clear of risky situations. • Draw the Line /Respect the Line also provides information on HIV, other STD's, and pregnancy prevention.

Provided by Canutillo ISD Physical Education/ Health Education Teachers

Youth Risk Behavior Survey - Grades 9-10 • Use of the survey as is, monitors six types of health-risk behaviors that contribute • to the leading causes of death and disability among youth and adults, including: • Behaviors that contribute to unintentional injuries and violence • Sexual behaviors related to unintended pregnancy and sexually transmitted diseases, including HIV infection • Alcohol and other drug use • Tobacco use • Unhealthy dietary behaviors • Inadequate physical activity • The survey also measures the prevalence of obesity and asthma and other priority health-related behaviors plus sexual identity and sex of sexual contacts. • This will be the tool to collect data that we can use to learn about our Canutillo community. It will be administered to freshmen and sophomores.

Provided by the Paso de Norte Health Foundation and UTEP Psychology.

Center of Hope – 9-12 • Presentation on human trafficking, slave labor, debt bondage, law enforcement, safe houses, mental health, and after the fact. Presentations can be adapted to age appropriateness of the audience, students or adults.

Provided by Center of Hope

In accordance with state law, below is a summary of the district’s approved curriculum regarding health and wellness instruction:

- University Medical Center - Health Education
- Providence - CPR Training - (Students, faculty, staff, parents) – Topics: Hands Only CPR, AED, Choking, Child CPR, Child Choking
- Emergence Health Network - (Faculty, staff, parents) Youth Mental Health First Aid
- Emergence Health Network - (Faculty, staff, parents, students) Topics: Self-harm, Suicide Prevention, Depression, Bipolar, Schizophrenia
- El Paso Behavioral - (Faculty, staff, parents, students) Topics: Suicide Prevention, Owing the Consequences of Our Actions, Deescalating of an Angry Child
- FBI - (Faculty, staff, parents, students) Topics: Cyber Safety and Bullying, Social Networking

Available Presentations from Department of Public Health

- SHAC has provided a list of available public health presentations to secondary Physical Education and Health teachers. These sessions will be conducted by trained Health Education and/or Promotion Specialists from the Department of Public Health. • The topics are as follows: Blood borne Pathogens Food Safety, Border Health Issues Nutrition, Dental Health Personal Hygiene, Disease Prevention Stress Management, Eating Disorders Summer or Winter Survival, Exercise and Weight Management

As a parent, you are entitled and highly encouraged to become involved and review the curriculum materials becoming a member of the district’s SHAC. In addition, you may remove your child from any part of the human sexuality instruction with no academic, disciplinary, or other penalties. Please see the campus principal for additional information.

For further information, contact the district’s Coordinated School Health Facilitator at (915) 877-7656.

In accordance with state law, a parent may:

- Review, receive a copy of, or purchase a copy of curriculum materials depending on the copyright of the materials.
- Remove his or her child from any part of the human sexuality instruction without academic, disciplinary, or other penalties.
- Become involved in the development of this curriculum by becoming a member of the district’s SHAC or attending SHAC meetings. (See the campus principal for details.)
- Use the district’s grievance procedure concerning a complaint. See **Complaints and Concerns (All Grade Levels)** on page 42 and FNG(LOCAL).

State law also requires that instruction related to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS):

- Present abstinence from sexual activity as the preferred choice in relationship to all sexual activity for unmarried persons of school age;
- Devote more attention to abstinence from sexual activity than to any other behavior;
- Emphasize that abstinence, if used consistently and correctly, is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted infections, and the emotional trauma associated with adolescent sexual activity;
- Direct adolescents to abstain from sexual activity before marriage as the most effective way to prevent pregnancy and sexually transmitted diseases; and
- If included in the content of the curriculum, teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates.

[See **Consent to Instruction of Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 11.]

Consent Before Human Sexuality Instruction

Before a student receives human sexuality instruction, the district must obtain written consent from the student's parent. Parents will be sent a request for written consent at least 14 days before the instruction will begin.

Consent Before Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking

Before a student receives instruction on the prevention of child abuse, family violence, dating violence and sex trafficking, the district must obtain written consent from the student's parent. Parents will be sent a request for written consent at least 14 days before the instruction will begin.

Annual Notification

Students in middle school and high school receive instruction related to the prevention of child abuse, family violence, dating violence, and sex trafficking. The School Health Advisory Council (SHAC) makes recommendations for curriculum materials, and the school board adopts the materials and determines the specific content of the instruction.

For further information, contact the district's Coordinated School Health Facilitator at (915) 877-7656.

In accordance with state law, a parent may:

- Review, receive a copy of, or purchase a copy of curriculum materials depending on the copyright of the materials. As required by law, any curriculum materials in the public domain used in this instruction will be posted on the district's website at the location indicated above.
- Remove his or her child from any part of this instruction without academic, disciplinary, or other penalties.
- Become involved in the development of this curriculum by becoming a member of the district's SHAC or attending SHAC meetings. (See the campus principal for details.)
- Use the district's grievance procedure concerning a complaint. See **Complaints and Concerns (All Grade Levels)** on page 42 and FNG for information on the grievance and appeals process.

[See **Consent to Human Sexuality Instruction** on page 8; **Dating Violence** on page 47; and **Child Sexual Abuse, Trafficking, and Other Maltreatment of Children** on page 37]

Consent to Provide a Mental Health Care Service

The district will not provide a mental health care service to a student or conduct a medical screening of a student as part of the district's intervention procedures except as permitted by law.

The district has established procedures for recommending to a parent an intervention for a student with early warning signs of mental health concerns, substance abuse, or suicide risk. The district's mental health liaison will notify the student's parent within a reasonable amount of time after the liaison learns that a student has displayed early warning signs and provide information about available counseling options.

Your student's school counselor can assist you with more information. Please contact your child's school.

The district has also established procedures for staff to notify the mental health liaison regarding a student who may need intervention.

The mental health liaison can be reached at:

*Director of Student Support Services
(915) 877-7650
Lone Star Building
7000 Fifth Street
Canutillo, Texas 79835*

The mental health liaison can provide further information regarding these procedures as well as curriculum materials on identifying risk factors, accessing resources for treatment or support on and off campus, and accessing available student accommodations provided on campus.

[See **Mental Health Support** on page 67.]

Consent to Display a Student's Original Works and Personal Information

Teachers may display a student's work in classrooms or elsewhere on campus as recognition of student achievement without seeking prior parental consent. These displays may include personally identifiable student information. Student work includes:

- Artwork,
- Special projects,
- Photographs,
- Original videos or voice recordings, and
- Other original works.

However, the district will seek parental consent before displaying a student's work on the district's website, a website affiliated or sponsored by the district (such as a campus or classroom website), or in district publications, which may include printed materials, videos, or other methods of mass communication.

Consent to Receive Parenting and Paternity Awareness Instruction if a Student is under Age 14

A student under age 14 must have parental permission to participate in the district's [Parenting and Paternity Awareness Program](https://www.texasattorneygeneral.gov/child-support/programs-and-initiatives/parenting-and-paternity-awareness-papa/papa-educators/papa-curriculum) (<https://www.texasattorneygeneral.gov/child-support/programs-and-initiatives/parenting-and-paternity-awareness-papa/papa-educators/papa-curriculum>). This program was developed by the Office of the Texas Attorney General and the State Board of Education (SBOE) to be incorporated into health education classes.

Consent to Video or Audio Record a Student when Not Already Permitted by Law

State law permits the school to make a video or voice recording without parental permission when it:

- Is to be used for school safety,
- Relates to classroom instruction or a cocurricular or extracurricular activity,
- Relates to media coverage of the school, or
- Relates to the promotion of student safety as provided by law for a student receiving special education services in certain settings.

In other circumstances, the district will seek written parental consent before making a video or voice recording of a student.

Please note that parents and visitors to a classroom, both virtual and in person, may not record video or audio or take photographs or other still images without permission from the teacher or other school official.

Limiting Electronic Communications between Students and District Employees

The district permits teachers and other approved employees to use electronic communications with students within the scope of professional responsibilities, as described by district guidelines.

For example, a teacher may create a social networking page for his or her class to relay information regarding class work, homework, and tests. A parent is welcome to access such a page.

However, text messages sent to an individual student are only allowed if a district employee with responsibility for an extracurricular activity must communicate with a student participating in that activity.

The employee is required to send a copy of the text message to the employee's district email address.

A parent who does not want his or her child to receive one-to-one electronic communications from a district employee should contact the campus principal.

Objecting to the Release of Directory Information

The Family Educational Rights and Privacy Act, or FERPA, permits the district to disclose appropriately designated "directory information" from a student's education records without written consent.

"Directory information" is information that, if released, is generally not considered harmful or an invasion of privacy. Examples include:

- A student's photograph (for publication in the school yearbook);
- A student's name and grade level (for communicating class and teacher assignments);
- The name, weight, and height of an athlete (for publication in a school athletic program);
- A list of student birthdays (for generating schoolwide or classroom recognition),
- A student's name and photograph (posted on a district-approved and -managed social media platform); and
- The names and grade levels of students submitted by the district to a local newspaper or other community publication (to recognize the A/B honor roll for a specific grading period.)

Directory information will be released to anyone who follows procedures for requesting it.

However, a parent or eligible student may object to the release of this information. Any objection must be made in writing to the principal within ten school days of the student's first day of instruction for this school or August 30th, whichever is later. [See **Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information**, included in the forms packet.]

The district requests that families living in a shelter for survivors of family violence or trafficking notify district personnel that the student currently resides in such a shelter. Families may want to opt out of the release of directory information so that the district does not release any information that might reveal the location of such a shelter.

The district has identified the following as directory information: student name, address, telephone listing, electronic mail address, photograph, dates of attendance, grade level, most recent education institution attended, participation in officially recognized activities and sports, and weight and height of members of athletic teams. If a parent objects to the release of the student's information included on the directory information response form, this objection also applies to the use of that information for school-sponsored purposes, such as:

- Honor roll,
- School newspaper,
- Yearbook,
- Recognition activities,
- News releases, and
- Athletic programs.

Note: Review **Authorized Inspection and Use of Student Records** on page 19.

Objecting to the Release of Student Information to Military Recruiters and Institutions of Higher Education (Secondary Grade Levels Only)

Unless a parent has advised the district not to release his or her student's information, the Every Student Succeeds Act (ESSA) requires the district to comply with requests from military recruiters or institutions of higher education for the student's:

- Name,
- Address, and
- Telephone listing.

Military recruiters may also have access to a student's district-provided email address, unless a parent has advised the district not to release this information.

[See **Parent's Objection to the Release of Student Information to Military Recruiters and Institutions of Higher Education**, included in the forms packet.]

Participation in Third-Party Surveys

Consent Required Before Student Participation in a Federally Funded Survey

The Protection of Pupil Rights Amendment (PPRA) provides parents certain rights regarding participation in surveys, the collection and use of information for marketing purposes, and certain physical exams.

A parent has the right to consent before a student is required to submit to a survey funded by the U.S. Department of Education that concerns any of the following protected areas:

- Political affiliations or beliefs of the student or the student's parent;
- Mental or psychological problems of the student or the student's family;
- Sex behavior or attitudes;
- Illegal, antisocial, self-incriminating, or demeaning behavior;

- Critical appraisals of individuals with whom the student has a close family relationship;
- Legally recognized privileged relationships, such as with lawyers, doctors, and ministers;
- Religious practices, affiliations, or beliefs of the student or parent; or
- Income, except when the information is required by law and will be used to determine the student's eligibility for a program.

A parent may inspect the survey or other instrument and any corresponding instructional materials used in connection with such a survey. [See policy EF(LEGAL) for more information.]

“Opting Out” of Participation in Other Types of Surveys or Screenings and the Disclosure of Personal Information

The PPRA gives parents the right to receive notice and an opportunity to opt a student out of:

- Activities involving the collection, disclosure, or use of personal information gathered from the child for the purpose of marketing, selling, or otherwise disclosing that information to others.
- Any nonemergency, invasive physical examination or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of the student.

Exceptions are hearing, vision, or spinal screenings, or any physical examination or screening permitted or required under state law. [See policies EF and FFAA for more information.]

A parent may inspect:

- Protected information surveys of students and surveys created by a third party;
- Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
- Instructional material used as part of the educational curriculum.

The ED provides extensive information about the [Protection of Pupil Rights Amendment](https://studentprivacy.ed.gov/resources/protection-pupil-rights-amendment-ppra-general-guidance) (<https://studentprivacy.ed.gov/resources/protection-pupil-rights-amendment-ppra-general-guidance>), including a [PPRA Complaint Form](https://studentprivacy.ed.gov/file-a-complaint) (<https://studentprivacy.ed.gov/file-a-complaint>).

Removing a Student from Instruction or Excusing a Student from a Required Component of Instruction

See **Consent to Human Sexuality Instruction** on page 8 and **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 11 for information on a parent's right to remove a student from such instruction.

Reciting a Portion of the Declaration of Independence in Grades 3–12

State law designates the week of September 17 as Celebrate Freedom Week and requires all social studies classes to provide:

- Instruction concerning the intent, meaning, and importance of the Declaration of Independence and the U.S. Constitution; and
- A specific recitation from the Declaration of Independence for students in grades 3–12.

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Per state law, a student may be excused from recitation of a portion of the Declaration of Independence if:

- A parent provides a written statement requesting that his or her child be excused;
- The district determines that the student has a conscientious objection to the recitation; or
- A parent is a representative of a foreign government to whom the U.S. government extends diplomatic immunity.

[See policy EHBK(LEGAL) for more information.]

Reciting the Pledges to the U.S. and Texas Flags

A parent may request that his or her child be excused from participation in the daily recitation of the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. The request must be made in writing.

State law, however, requires that all students participate in one minute of silence following recitation of the pledges.

[See **Pledges of Allegiance and a Minute of Silence** on page 79 and policy EC(LEGAL) for more information.]

Religious or Moral Beliefs

A parent may remove his or her child temporarily from the classroom if a scheduled instructional activity conflicts with the parent's religious or moral beliefs.

The removal may not be used to avoid a test and may not extend for an entire semester. The student must also satisfy grade-level and graduation requirements as determined by the school and by state law.

Tutoring or Test Preparation

A teacher may determine that a student needs additional targeted assistance for the student to achieve mastery in state-developed essential knowledge and skills based on:

- Informal observations;
- Evaluative data such as grades earned on assignments or tests; or
- Results from diagnostic assessments.

The school will always attempt to provide tutoring and strategies for test-taking in ways that prevent removal from other instruction as much as possible.

In accordance with state law and policy EC, districts must obtain parental permission before removing a student from a regularly scheduled class for remedial tutoring or test preparation for more than ten percent of the days the class is offered.

Under state law, students with grades below 70 for a reporting period are required to attend tutorial services—if the district offers these services.

[For questions about school-provided tutoring programs, contact the student's teacher and see policies EC and EHBC. See **Standardized Testing** on page 86 for information regarding required accelerated instruction after a student fails to perform satisfactorily on certain state-mandated tests.]

Right of Access to Student Records, Curriculum Materials, and District Records/Policies

Instructional Materials

A parent has the right to review teaching materials, textbooks, and other teaching aids and instructional materials used in the curriculum, and to examine tests that have been administered, whether instruction is delivered in-person, virtually, or remotely. The district will provide login credentials to each student's parent for any learning management system or online learning portal used in instruction to facilitate parent access and review.

A parent is also entitled to request that the school allow the student to take home instructional materials the student uses. The school may ask the student to return the materials at the beginning of the next school day.

A school must provide printed versions of electronic instructional materials to a student if the student does not have reliable access to technology at home.

Notices of Certain Student Misconduct to Noncustodial Parent

A noncustodial parent may request in writing that he or she be provided, for the remainder of the school year, a copy of any written notice usually provided to a parent related to his or her child's misconduct that may involve placement in a disciplinary alternative education program (DAEP) or expulsion. [See the Student Code of Conduct and policy FO(LLEGAL) for more information.]

Participation in Federally Required, State-Mandated, and District Assessments

In accordance with the Every Student Succeeds Act (ESSA), a parent may request information regarding any federal, state, or district policy related to his or her child's participation in required assessments.

Student Records

Accessing Student Records

A parent may review his or her child's records. These records include:

- Attendance records;
- Test scores;
- Grades;
- Disciplinary records;
- Counseling records;
- Psychological records;
- Applications for admission;
- Health and immunization information;
- Other medical records;
- Teacher and school counselor evaluations;
- Reports of behavioral patterns;

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- Records relating to assistance provided for learning difficulties, including information collected regarding any intervention strategies used with the child, as the term “intervention strategy” is defined by law;
- State assessment instruments that have been administered to the child; and
- Teaching materials and tests used in the child’s classroom.

Authorized Inspection and Use of Student Records

The Family Educational Rights and Privacy Act (FERPA) affords parents and eligible students certain rights regarding student education records.

For purposes of student records, an “eligible” student is anyone age 18 or older or who attends a postsecondary educational institution. These rights, as discussed here and at **Objecting to the Release of Directory Information** on page 14, are the right to:

- Inspect and review student records within 45 days after the day the school receives a request for access;
- Request an amendment to a student record the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of FERPA;
- Provide written consent before the school discloses personally identifiable information from the student’s records, except to the extent that FERPA authorizes disclosure without consent; and
- [File a complaint](https://studentprivacy.ed.gov/file-a-complaint) (<https://studentprivacy.ed.gov/file-a-complaint>) with the U.S. Department of Education concerning failures by the school to comply with FERPA requirements.

Both FERPA and state laws safeguard student records from unauthorized inspection or use and provide parents and eligible students certain rights of privacy.

Before disclosing personally identifiable information from a student’s records, the district must verify the identity of the person, including a parent or the student, requesting the information.

Virtually all information pertaining to student performance—including grades, test results, and disciplinary records—is considered confidential educational records.

Inspection and release of student records is restricted to an eligible student or a student’s parent unless the school receives a copy of a court order terminating parental rights or the right to access a student’s education records. A parent’s rights regarding access to student records are not affected by the parent’s marital status.

Federal law requires that control of the records goes to the student as soon as the student:

- Reaches the age of 18;
- Is emancipated by a court; or
- Enrolls in a postsecondary educational institution.

However, the parent may continue to have access to the records if the student is a dependent for tax purposes and, under limited circumstances, when there is a threat to the health and safety of the student or other individuals.

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FERPA permits the disclosure of personally identifiable information from a student's education records without written consent of the parent or eligible student when school officials have what federal law refers to as a "legitimate educational interest" in a student's records.

Legitimate educational interest may include:

- Working with the student;
- Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
- Compiling statistical data;
- Reviewing an educational record to fulfill the official's professional responsibility; or
- Investigating or evaluating programs.

School officials may include:

- Board members and employees, such as the superintendent, administrators, and principals;
- Teachers, school counselors, diagnosticians, and support staff (including district health or medical staff);
- A person or company with whom the district has contracted or allowed to provide a specific institutional service or function (such as an attorney, consultant, third-party vendor that offers online programs or software, auditor, medical consultant, therapist, school resource officer, or volunteer);
- A person appointed to serve on a team to support the district's safe and supportive school program;
- A parent or student serving on a school committee; or
- A parent or student assisting a school official in the performance of his or her duties.

FERPA also permits the disclosure of personally identifiable information without written consent:

- To authorized representatives of various governmental agencies, including juvenile service providers, the U.S. Comptroller General's office, the U.S. Attorney General's office, the U.S. Secretary of Education, the Texas Education Agency, the U.S. Secretary of Agriculture's office, and Child Protective Services (CPS) caseworkers or, in certain cases, other child welfare representatives.
- To individuals or entities granted access in response to a subpoena or court order.
- To another school, district/system, or postsecondary educational institution to which a student seeks or intends to enroll or in which the student already is enrolled.
- In connection with financial aid for which a student has applied or has received.
- To accrediting organizations to carry out accrediting functions.
- To organizations conducting studies for, or on behalf of, the school to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
- To appropriate officials in connection with a health or safety emergency.

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- When the district discloses directory information-designated details. [See **Objecting to the Release of Directory Information** on page 14 to prohibit this disclosure.]

Release of personally identifiable information to any other person or agency—such as a prospective employer or for a scholarship application—will occur only with parental or student permission as appropriate.

The school principal and campus registrar are the custodians of all records for currently enrolled students at the assigned school. The Executive Director of Technology and the Associate Superintendent of Academics are the custodians of all records for students who have withdrawn or graduated.

A parent or eligible student who wants to inspect the student's records should submit a written request to the custodian of records identifying the records he or she wants to inspect.

Records may be reviewed in person during regular school hours. The records custodian or designee will be available to explain the record and to answer questions.

A parent or eligible student who submits a written request and pays copying costs of ten cents per page may obtain copies. If circumstances prevent inspection during regular school hours and the student qualifies for free or reduced-price meals, the district will either provide a copy of the records requested or make other arrangements for the parent or student to review the records.

You may contact the custodian of records for currently enrolled students at the campus they are attending. Please contact the Registrar at your child's home campus.

You may contact the custodian of records for students who have withdrawn or graduated at:

*The Technology Department
(915) 877-7460
7965 Artcraft
El Paso, TX. 79932*

or visit the district website under Technology: Student Records.

A parent or eligible student may inspect the student's records and request a correction or amendment if the records are considered inaccurate, misleading, or otherwise in violation of the student's privacy rights.

A request to correct a student's record should be submitted to the appropriate records custodian. The request must clearly identify the part of the record that should be corrected and include an explanation of how the information is inaccurate. If the district denies the request to amend the records, the parent or eligible student has the right to request a hearing. If after the hearing the records are not amended, the parent or eligible student has 30 school days to place a statement in the student's record.

Although improperly recorded grades may be challenged, contesting a student's grade in a course or on an examination is handled through the complaint process found in policy FNG(LOCAL). A grade issued by a teacher can be changed only if the board of trustees determines that the grade is arbitrary, erroneous, or inconsistent with the district's grading guidelines.

[See **Report Cards/Progress Reports and Conferences** on page 80, **Complaints and Concerns** on page 42, and Finality of Grades at policy FNG(LEGAL).]

The district's student records policy is found at policy FL(LEGAL) and (LOCAL) and is available and is available at on the district's website under Policies

Note: The parent's or eligible student's right of access to and copies of student records does not extend to all records. Materials that are not considered educational records—such as a teacher's personal notes about a student shared only with a substitute teacher—do not have to be made available.

Teacher and Staff Professional Qualifications

A parent may request information regarding the professional qualifications of his or her child's teachers, including whether the teacher:

- Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- Has an emergency permit or other provisional status for which state requirements have been waived; and
- Is currently teaching in the field or discipline of his or her certification.

The parent also has the right to request information about the qualifications of any paraprofessional who may provide services to the child.

A Student with Exceptionalities or Special Circumstances

Children of Military Families

The Interstate Compact on Educational Opportunities for Military Children entitles children of military families to flexibility regarding certain district and state requirements, including:

- Immunization requirements;
- Grade level, course, or educational program placement;
- Eligibility requirements for participation in extracurricular activities;
- Enrollment in the Texas Virtual School Network (TXVSN); and
- Graduation requirements.

The district will excuse absences related to a student visiting a parent, including a stepparent or legal guardian, who is:

- Called to active duty,
- On leave, or
- Returning from a deployment of at least four months.

The district will permit **no more than five** excused absences per year for this purpose. For the absence to be excused, the absence must occur no earlier than the 60th day before deployment or no later than the 30th day after the parent's return from deployment.

Additional information may be found at [Military Family Resources at the Texas Education Agency](https://tea.texas.gov/about-tea/other-services/military-family-resources) (<https://tea.texas.gov/about-tea/other-services/military-family-resources>).

Parental Role in Certain Classroom and School Assignments

Multiple-Birth Siblings

State law permits a parent of multiple-birth siblings (for example, twins, triplets) assigned to the same grade and campus to request in writing that the children be placed in either the same classroom or separate classrooms.

Written requests must be submitted by the 14th day after the students' enrollment. [See policy FDB(LEGAL) for more information.]

Safety Transfers/Assignments

The board or its designee will honor a parent's request to transfer his or her child to another classroom or campus if the district has determined that the child has been a victim of bullying, including cyberbullying, as defined by Education Code 37.0832.

The board may transfer a student who has engaged in bullying to another classroom. The board will consult with the parent of a child who has engaged in bullying before deciding to transfer the child to another campus.

Transportation is not provided for a transfer to another campus. See the principal for more information.

[See **Bullying** on page 34, and policies FDB and FFI for more information.]

The district will honor a parent's request for the transfer of his or her child to a safe public school in the district if the child attends a school identified by the Texas Education Agency as persistently dangerous or if the child has been a victim of a violent criminal offense while at school or on school grounds.

[See policy FDE for more information.]

The board will honor a parent's request for the transfer of his or her child to another district campus the child has been the victim of sexual assault by another student assigned to the same campus, whether the assault occurred on or off campus, and that student has been convicted of or placed on deferred adjudication for the assault. In accordance with policy FDE, if the victim does not wish to transfer, the board will transfer the assailant.

Student Use of a Service/Assistance Animal

A parent of a student who uses a service/assistance animal because of the student's disability must submit a written request to the principal before bringing the service/assistance animal on campus. The district will try to accommodate a request as soon as possible but will do so within ten district business days.

A Student in the Conservatorship of the State (Foster Care)

A student in the conservatorship (custody) of the state who enrolls in the district after the beginning of the school year will be allowed credit-by-examination opportunities at any point during the year.

The district will assess the student's available records to determine transfer of credit for subjects and courses taken before the student's enrollment in the district.

The district will award partial course credit when the student only passes one half of a two-half course. [For provisions on partial course credit for students who are not in the conservatorship of the state, see EI(LOCAL).]

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A student in the conservatorship of the state who is moved outside the district's or school's attendance boundaries—or who is initially placed in the conservatorship of the state and moved outside the district's or school's boundaries—is entitled to remain at the school the student was attending prior to the placement or move until the student reaches the highest grade level at that particular school.

If a student in grade 11 or 12 transfers to another district but does not meet the graduation requirements of the receiving district, the student can request a diploma from the previous district if the student meets its graduation criteria.

For a student in the conservatorship of the state who is eligible for a tuition and fee exemption under state law and likely to be in care on the day preceding the student's 18th birthday, the district will:

- Assist the student with the completion of applications for admission or financial aid;
- Arrange and accompany the student on campus visits;
- Assist in researching and applying for private or institution-sponsored scholarships;
- Identify whether the student is a candidate for appointment to a military academy;
- Assist the student in registering and preparing for college entrance examinations, including (subject to the availability of funds) arranging for the payment of examination fees by the Texas Department of Family and Protective Services (DFPS); and
- Coordinate contact between the student and a liaison officer for students formerly in the conservatorship of the state.

[See **Credit by Examination for Advancement/Acceleration** on page 46, **Course Credit** on page 45, and **Students in Foster Care** on page 89.]

A Student Who Is Homeless

A student who is homeless will be provided flexibility regarding certain district provisions, including:

- Proof of residency requirements;
- Immunization requirements;
- Educational program placement (if the student is unable to provide previous academic records or misses an application deadline during a period of homelessness);
- Credit-by-examination opportunities at any point during the year (if the student enrolled in the district after the beginning of the school year), per State Board of Education (SBOE) rules;
- Assessment of the student's available records to determine transfer of credit for subjects and courses taken before the student's enrollment in the district;
- Awarding partial credit when a student passes only one half of a two-half course;
- Eligibility requirements for participation in extracurricular activities; and
- Graduation requirements.

Federal law allows a student who is homeless to remain enrolled in the “school of origin” or to enroll in a new school in the attendance area where the student is currently residing.

If a student who is homeless in grade 11 or 12 transfers to another district but does not meet the graduation requirements of the receiving district, state law allows the student to request a diploma from the previous district if the student meets the criteria to graduate from the previous district.

A student or parent who is dissatisfied by the district's eligibility, school selection, or enrollment decision may appeal through policy FNG(LOCAL). The district will expedite local timelines, when possible, for prompt dispute resolution.

[See **Credit by Examination for Advancement/Acceleration** on page 46, **Course Credit** on page 45, and **Students who are Homeless** on page 89.]

Aiding Students Who Have Learning Difficulties or Who Needs Special Education or Section 504 Services

For those students who are having difficulty in the regular classroom, all school districts must consider tutorial, compensatory, and other academic or behavior support services that are available to all students, including a process based on Response to Intervention (RtI). The implementation of RtI has the potential to have a positive impact on the ability of districts to meet the needs of all struggling students.

If a student is experiencing learning difficulties, his or her parent may contact the individuals listed below to learn about the school's overall general education referral or screening system for support services.

This system links students to a variety of support options, including making a referral for a special education evaluation or for a Section 504 evaluation to determine whether the student needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

Special Education Referrals

If a parent makes a written request for an initial evaluation for special education services to the director of special education services or to a district administrative employee of the school district, the district must respond no later than 15 school days after receiving the request. At that time, the district must give the parent prior written notice of whether it agrees or refuses to evaluate the student, along with a copy of the *Notice of Procedural Safeguards*. If the district agrees to evaluate the student, it must also give the parent the opportunity to give written consent for the evaluation.

Note: A request for a special education evaluation may be made verbally; it does not need to be made in writing. Districts must still comply with all federal prior-written notices and procedural safeguard requirements as well as the requirements for identifying, locating, and evaluating children who are suspected of having a disability and in need of special education. However, a verbal request does not require the district to respond within the 15 school-day timeline.

If the district decides to evaluate the student, it must complete the student's initial evaluation and evaluation report no later than 45 school days from the day it receives a parent's written consent. However, if the student is absent from school during the evaluation period for three or more school days, the evaluation period will be extended by the number of school days equal to the number of school days that the student is absent.

There is an exception to the 45-school-day timeline. If the district receives a parent's consent for the initial evaluation at least 35 but less than 45 school days before the last instructional day of the school year, it must complete the written report and provide a copy of the report to the parent by June 30 of that year. However, if the student is absent from school for three or more days during the evaluation period, the June 30 due date no longer applies. Instead, the general timeline of 45 school days plus extensions for absences of three or more days will apply.

Upon completing the evaluation, the district must give the parent a copy of the evaluation report at no cost.

Additional information regarding special education is available from the school district in a companion document titled *Parent's Guide to the Admission, Review, and Dismissal Process*.

Contact Person for Special Education Referrals

The designated contact person regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for special education services is:

Director of Special Education
(915) 877-7450
7965 Artcraft
El Paso, TX. 79932

For questions regarding post-secondary transitions, including the transition from education to employment, for students receiving special education services, contact the district's transition and employment designee:

Transition Specialist
(915) 877-7450
7965 Artcraft
El Paso, TX. 79932

Section 504 Referrals

Each school district must have standards and procedures in place for the evaluation and placement of students in the district's Section 504 program. Districts must also implement a system of procedural safeguards that includes:

- Notice;
- An opportunity for a parent or guardian to examine relevant records;
- An impartial hearing with an opportunity for participation by the parent or guardian and representation by counsel; and
- A review procedure.

Contact Person for Section 504 Referrals

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for Section 504 services is:

The campus Instructional Coach at your child's school or

The Special Education Office
(915) 877-7450
7965 Artcraft

El Paso, TX. 79932

[See **A Student with Physical or Mental Impairments Protected under Section 504** on page 27.]

Visit these websites for information regarding students with disabilities and the family:

- [Legal Framework for the Child-Centered Special Education Process \(https://fw.esc18.net/display/Webforms/ESC18-FW-LandingPage.aspx?DT=G&LID=en\)](https://fw.esc18.net/display/Webforms/ESC18-FW-LandingPage.aspx?DT=G&LID=en)
- [Partner Resource Network \(http://prntexas.org/\)](http://prntexas.org/)
- [SPEDTEX: Special Education Information Center \(https://www.spedtex.org/\)](https://www.spedtex.org/)
- [Texas First Project \(http://www.texasprojectfirst.org/\)](http://www.texasprojectfirst.org/)

Notification to Parents of Intervention Strategies for Learning Difficulties Provided to Students in General Education

In accordance with state law, the district will annually notify parents if their child receives assistance for learning difficulties. Details of such assistance can include intervention strategies. This notice is not intended for those students already enrolled in a special education program.

A Student Who Receives Special Education Services with Other School-Aged Children in the Home

If a student is receiving special education services at a campus outside his or her attendance zone, state law permits the parent or guardian to request that other students residing in the household be transferred to the same campus—if the grade level for the transferring student is offered on that campus.

The student receiving special education services would be entitled to transportation; however, the district is not required to provide transportation to other children in the household.

The parent or guardian should contact the school principal regarding transportation needs prior to requesting a transfer for other children in the home. [See policy FDB(LOCAL) for more information.]

A Student Who Speaks a Primary Language Other than English

A student may be eligible to receive specialized support if his or her primary language is not English, and the student has difficulty performing ordinary class work in English.

If the student qualifies for these services, the Language Proficiency Assessment Committee (LPAC) will determine the types of services the student needs, including accommodations or modifications related to classroom instruction, local assessments, and state-mandated assessments.

[See **English Learners** on page 53 and **Special Programs** on page 86.]

A Student with Physical or Mental Impairments Protected under Section 504

A student with a physical or mental impairment that substantially limits a major life activity, as defined by law—and who does not otherwise qualify for special education services—may qualify for protections under Section 504 of the Rehabilitation Act.

Section 504 is a federal law designed to prohibit discrimination against individuals with disabilities.

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When an evaluation is requested, a committee will be formed to determine whether the student needs services and supports under Section 504 in order to receive a free appropriate public education (FAPE), as defined in federal law.

[See **A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services** on page 25 and policy FB for more information.]

Section Two: Other Important Information for Parents and Students

This section contains important information on academics, school activities, and school operations and requirements.

It is organized alphabetically to serve as a quick-reference guide. Where applicable, the topics are further organized by grade level.

Parents and children should take a moment together to become familiar with the issues addressed in this section. For guidance on a particular topic, please contact your student's principal.

Absences/Attendance

Regular school attendance is essential. Absences from class may result in serious disruption of a student's education. The student and parent should avoid unnecessary absences.

Two important state laws—one dealing with compulsory attendance and the other with how attendance affects the award of a student's final grade or course credit—are discussed below.

Compulsory Attendance

[Prekindergarten and Kindergarten]

Students enrolled in prekindergarten or kindergarten are required to attend school and are subject to the compulsory attendance requirements as long as they remain enrolled.

Ages 6–18

State law requires that a student who is at least six years of age, or who is younger than six years of age and has previously been enrolled in first grade, and who has not yet reached their 19th birthday, shall attend school, as well as any applicable accelerated instruction program, extended-year program, or tutorial session, unless the student is otherwise excused from attendance or legally exempt.

State law requires a student in kindergarten–grade 2 to attend any assigned accelerated reading instruction program. Parents will be notified in writing if their child is assigned to an accelerated reading instruction program based on a diagnostic reading instrument.

A student will be required to attend any assigned accelerated instruction program before or after school or during the summer if the student does not meet the passing standards on an applicable subject area state assessment.

Age 19 and Older

A student who voluntarily attends or enrolls after his or her 19th birthday is required to attend each school day until the end of the school year. If the student incurs more than five unexcused absences in a semester, the district may revoke the student's enrollment. The student's presence on school property thereafter would be unauthorized and may be considered trespassing. [See policy FEA for more information.]

Compulsory Attendance—Exemptions

All Grade Levels

State law allows exemptions to the compulsory attendance requirements for the following activities and events, as long as the student makes up all work:

- Religious holy days;

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- Required court appearances;
- Activities related to obtaining U.S. citizenship;
- Documented health-care appointments for the student or a child of the student, including absences related to autism services, if the student returns to school on the same day of the appointment and brings a note from the health-care provider;
- Absences resulting from a serious or life-threatening illness or related treatment that makes a student's attendance infeasible, with certification by a physician;
- For students in the conservatorship of the state:
 - An activity required under a court-ordered service plan; or
 - Any other court-ordered activity, provided it is not practicable to schedule the student's participation in the activity outside of school hours.

For children of military families, absences of up to five days will be excused for a student to visit a parent, stepparent, or legal guardian going to, on leave from, or returning from certain deployments. [See **Children of Military Families** on page 22.]

Note that documented health-care appointments may include telehealth appointments. Students who are physically on campus will not be allowed to participate in telehealth or other online appointments without specific authorization from an appropriate administrator. Students should not use district-issued technology, including wifi or internet, for telehealth appointments because use of district-owned equipment and its network systems is not private and will be monitored by the district. For more information, see **Telecommunication and Other Electronic Devices** on page 85.

Secondary Grade Levels

The district will allow a student who is 15 years of age or older to be absent for one day to obtain a learner license and one day to obtain a driver's license, provided that the board has authorized such excused absences under policy FEA(LOCAL). The student will be required to provide documentation of his or her visit to the driver's license office for each absence and must make up any work missed.

[See **Driver License Attendance Verification** on page 33.]

The district will allow junior and senior students to be absent for up to two days per year to visit a college or university, provided:

- The board has authorized such excused absences under policy FEA(LOCAL);
- The principal has approved the student's absence; and
- The student follows campus procedures to verify the visit and makes up any work missed.

The district will allow a student 17 years old or older to be absent for up to four days during the period the student is enrolled in high school to pursue enlistment in the U.S. armed services or Texas National Guard, provided the student verifies these activities to the district.

The district will allow a student to be absent for up to two days per school year to serve as:

- An early voting clerk, provided the district’s board has authorized this in policy FEA(LOCAL), the student notifies his or her teachers, and the student receives approval from the principal prior to the absences; or
- An election clerk, if the student makes up any work missed.

The district will allow a student in grades 6–12 to be absent for the purpose of sounding “Taps” at a military honors funeral for a deceased veteran.

Compulsory Attendance—Failure to Comply

All Grade Levels

School employees must investigate and report violations of the compulsory attendance law.

A student absent without permission from school, any class, any required special program, or any required tutorial will be considered in violation of the compulsory attendance law and subject to disciplinary action.

Students with Disabilities

If a student with a disability is experiencing attendance issues, the student’s ARD or Section 504 committee will determine whether the attendance issues warrant an evaluation, a reevaluation, and/or modifications to the student’s individualized education program or Section 504 plan, as appropriate.

Ages 6–18

When a student ages 6–18 incurs three or more unexcused absences within a four-week period, the law requires the school to send notice to the parent.

The notice will:

- Remind the parent of his or her duty to monitor the student’s attendance and require the student to attend school;
- Request a conference between school administrators and the parent; and
- Inform the parent that the district will initiate truancy prevention measures, including a behavior improvement plan, school-based community service, referrals to counseling or other social services, or other appropriate measures.

The truancy prevention facilitator for the district is:

*The Executive Director of Student Support Services
(915) 877-7650
Lone Star Building
7000 Fifth Street
Canutillo, TX 79835*

For any questions about student absences, parents should contact the facilitator or any other campus administrator.

A court of law may impose penalties against the parent if a school-aged student is deliberately not attending school. The district may file a complaint against the parent if the student incurs ten or more unexcused absences within a six-month period in the same school year.

If a student age 12–18 incurs ten or more unexcused absences within a six-month period in the same school year, the district, in most circumstances, will refer the student to truancy court.

[See policies FEA(LEGAL) and FED(LEGAL) for more information.]

Age 19 and Older

After a student age 19 or older incurs a third unexcused absence, the district is required by law to send the student a letter explaining that the district may revoke the student's enrollment for the remainder of the school year if the student has more than five unexcused absences in a semester. As an alternative to revoking a student's enrollment, the district may implement a behavior improvement plan.

Attendance for Credit or Final Grade (All Grade Levels)

To receive credit or a final grade in a class, a student must attend the class at least 90 percent of the days it is offered. A student who attends at least 75 percent but fewer than 90 percent of the days may receive credit or a final grade if he or she completes a plan, approved by the principal, that allows the student to fulfill the class's instructional requirements. If a student is involved in a criminal or juvenile court proceeding, the judge presiding over the case must also approve the plan before the student receives credit or a final grade.

If a student attends fewer than 75 percent of the class days or does not complete the principal-approved plan, then the attendance review committee will determine whether there are extenuating circumstances for the absences and how the student can regain credit or a final grade. [See policy FEC for more information.]

With the exception of absences due to serious or life-threatening illness or related treatment, all absences, excused or unexcused, may be held against a student's attendance requirement. To determine whether there were extenuating circumstances for any absences, the attendance committee will consider:

- Whether the student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.
- [If the student completes makeup work, absences listed under **Compulsory Attendance—Exemptions** on page 29 and absences for extracurricular activities will be considered extenuating circumstances.
- Whether the student or the student's parent had any control over the absences.
- Any information presented by the student or parent to the committee about the absences.

The student or parent may appeal the committee's decision to the board by following policy FNG(LOCAL).

Official Attendance-Taking Time (All Grade Levels)

The district will take official attendance every day at during the second instructional hour as required by state rule.

A student absent for any portion of the day, should follow the procedures below to provide documentation of the absence.

Documentation after an Absence (All Grade Levels)

A parent must provide an explanation for any absence upon the student's arrival or return to school. The student must submit a note signed by the parent. The campus may accept a phone call from the parent but reserves the right to require a written note.

A note signed by the student will not be accepted unless the student is age 18 or older or is an emancipated minor under state law.

The campus will document in its attendance records whether the absence is excused or unexcused.

Note: The district is not required to excuse any absence, even if the parent provides a note explaining the absence, unless the absence is an exemption under compulsory attendance laws.

Doctor's Note after an Absence for Illness (All Grade Levels)

Within three days of returning to school, a student absent for more than two consecutive days because of a personal illness must bring a statement from a doctor or health clinic verifying the illness or condition that caused the absence. Otherwise, the absence may be considered unexcused and in violation of compulsory attendance laws.

Should the student develop a questionable pattern of absences, the principal or attendance committee may require a statement from a doctor or health clinic verifying the illness or condition that caused the absence to determine whether an absence will be excused or unexcused.

Certification of Absence Due to Severe Illness or Treatment

If a student is absent because of a serious or life-threatening illness or related treatment that makes a student's attendance infeasible, a parent must provide certification from a physician licensed to practice in Texas specifying the student's illness and the anticipated period of absence related to the illness or treatment.

Driver License Attendance Verification (Secondary Grade Levels Only)

A currently enrolled student seeking a driver's license shall submit the Texas Department of Public Safety Verification of Enrollment and Attendance Form (VOE), signed by the parent, to the campus central office at least 10 days before it is needed. The district will issue a VOE only if the student meets class credit or attendance requirements. The [VOE form](https://www.tdlr.texas.gov/driver/forms/VOE.pdf) (<https://www.tdlr.texas.gov/driver/forms/VOE.pdf>) is available online.

Further information may be found on the [Texas Department of Public Safety website](https://www.dps.texas.gov/section/driver-license/how-apply-texas-driver-license-teen) (<https://www.dps.texas.gov/section/driver-license/how-apply-texas-driver-license-teen>).

See **Compulsory Attendance—Exemptions for Secondary Grade Levels** on page 29 for information on excused absences for obtaining a learner license or driver's license.

Accountability under State and Federal Law (All Grade Levels)

Canutillo ISD and each of its campuses are held to certain standards of accountability under state and federal law. A key component of accountability is the dissemination and publication of certain reports and information, including:

- The Texas Academic Performance Report (TAPR) for the district, compiled by the Texas Education Agency (TEA), based on academic factors and ratings;

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- A School Report Card (SRC) for each campus in the district, compiled by TEA;
- The district's financial management report, which includes the financial accountability rating assigned to the district by TEA; and
- Information compiled by TEA for the submission of a federal report card that is required by federal law.

Accountability information can be found on the district's website at <http://www.canutillo-isd.org>
Hard copies of any reports are available upon request to the district's administration office.

TEA maintains additional accountability and accreditation information at [TEA Performance Reporting Division \(https://tea.texas.gov/texas-schools/accountability/academic-accountability/performance-reporting\)](https://tea.texas.gov/texas-schools/accountability/academic-accountability/performance-reporting).

Armed Services Vocational Aptitude Battery Test (Grades 10–12)

A student in grades 10–12 will be offered an opportunity to take the Armed Services Vocational Aptitude Battery test and consult with a military recruiter.

The test shall be offered at Canutillo High School.

Contact the principal for information about this opportunity.

Awards and Honors (All Grade Levels)

Please contact the campus administrator for more information.

Bullying (All Grade Levels)

The district strives to prevent bullying, in accordance with the district's policies, by promoting a respectful school climate; encouraging reporting of bullying incidents, including anonymous reporting; and investigating and addressing reported bullying incidents.

Bullying is defined in state law as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school.

Bullying includes cyberbullying. Cyberbullying is defined in state law as bullying that is done through the use of any electronic communication device, including through the use of:

- A cellular or other type of telephone
- A computer
- A camera

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- Electronic mail
- Instant messaging
- Text messaging
- A social media application
- An internet website
- Any other internet-based communication tool.

Bullying is prohibited by the district and could include:

- Hazing
- Threats
- Taunting
- Teasing
- Confinement
- Assault
- Demands for money
- Destruction of property
- Theft of valued possessions
- Name-calling
- Rumor-spreading
- Ostracism.

If a student believes that he or she has experienced bullying or witnesses the bullying of another student, the student or parent should notify a teacher, school counselor, principal, or another district employee as soon as possible. Procedures for reporting allegations of bullying may be found on the district's website.

A student may anonymously report an alleged incident of bullying by visiting the district's website under **ABOUT US > No Place for Hate > Bullying Reporting**

The administration will investigate any allegations of bullying and related misconduct. The district will also provide notice to the parent of the alleged victim and the parent of the student alleged to have engaged in bullying.

If an investigation determines that bullying occurred, the administration will take appropriate disciplinary action and may, in certain circumstances, notify law enforcement. Disciplinary or other action may be taken even if the conduct did not rise to the level of bullying.

Available counseling options will be provided to the affected individuals, including any student who witnessed the bullying.

Any retaliation against a student who reports an incident of bullying is prohibited.

Upon recommendation of the administration, the board may transfer a student found to have engaged in bullying to another classroom at the campus. In consultation with the student's parent, the board may transfer the student to another campus in the district.

The parent of a student who has been determined to be a victim of bullying may request that the student be transferred to another classroom or campus within the district. [See **Safety Transfers/Assignments** on page 23.]

A copy of the district's bullying policy is available in the principal's office, superintendent's office, and on the district's website, and is included at the end of this handbook as an appendix.

A student or parent who is dissatisfied with the outcome of an investigation may appeal through policy FNG(LOCAL).

[See **Safety Transfers/Assignments** on page 23, **Dating Violence, Discrimination, Harassment, and Retaliation** on page 47, **Hazing** on page 63, policy FFI, the district's Student Code of Conduct, and the district improvement plan, a copy of which can be viewed in the campus office.]

Career and Technical Education (CTE) and Other Work-Based Programs (Secondary Grade Levels Only)

The district offers career and technical education programs in the following areas:

- Business and Industry
- STEM
- Human Services

Admission to these programs is based on eligibility requirements for each pathway. Please see your child's guidance counselor for more details.

District policy prohibits discrimination on the basis of race, color, national origin, sex, or handicap in its vocational programs, services, or activities, as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

District policy also prohibits discrimination on the basis of race, color, national origin, sex, handicap, or age in its employment practices as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

The district will take steps to assure that lack of English language skills will not be a barrier to admission or participation in all educational and vocational programs.

For information about your rights or grievance procedures, contact the Title IX coordinator and the ADA/Section 504 coordinator.

[See **Nondiscrimination Statement** on page 76 for the name and contact information for the Title IX coordinator and ADA/Section 504 coordinator.]

Celebrations (All Grade Levels)

Although a parent or grandparent may provide food to share for a school-designated function or for a student's birthday, please be aware that children in the school may have severe allergies to

certain food products. Therefore, it is imperative to discuss any classroom allergies with the teacher before bringing food to share.

Occasionally, the school or a class may host functions or celebrations tied to the curriculum that involve food. The school or teacher will notify students and parents of any known food allergies when soliciting potential volunteers to provide food.

[See **Food Allergies** on page 70.]

Child Sexual Abuse, Trafficking, and Other Maltreatment of Children (All Grade Levels)

The district has established a plan for addressing child sexual abuse, trafficking, and other maltreatment of children, which may be accessed at <https://pol.tasb.org/Policy/Code/442?filter=FFG>

Trafficking includes both sex and labor trafficking.

Warning Signs of Sexual Abuse

Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. A person who compels or encourages a child to engage in sexual conduct commits abuse. It is illegal to make or possess child pornography or to display such material to a child.

Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility, under state law, to report the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

A child who has been or is being sexually abused may exhibit physical, behavioral, or emotional warning signs, including:

- Difficulty sitting or walking, pain in the genital areas, and claims of stomachaches and headaches;
- Verbal references or pretend games of sexual activity between adults and children, fear of being alone with adults of a particular gender, or sexually suggestive behavior; or
- Withdrawal, depression, sleeping and eating disorders, and problems in school.

Be aware that children and adolescents who have experienced dating violence may show similar physical, behavioral, and emotional warning signs. [See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 47 and **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 11.]

Warning Signs of Trafficking

Child trafficking of any sort is prohibited by the Penal Code. Sex trafficking involves forcing a person, including a child, into sexual abuse, assault, indecency, prostitution, or pornography. Labor trafficking involves forcing a person, including a child, to engage in forced labor or services.

Traffickers are often trusted members of a child's community, such as friends, romantic partners, family members, mentors, and coaches. Some traffickers make contact with victims online.

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Possible warning signs of sexual trafficking in children include:

- Changes in school attendance, habits, friend groups, vocabulary, demeanor, and attitude;
- Sudden appearance of expensive items (for example, manicures, designer clothes, purses, technology);
- Tattoos or branding;
- Refillable gift cards;
- Frequent runaway episodes;
- Multiple phones or social media accounts;
- Provocative pictures posted online or stored on the phone;
- Unexplained injuries;
- Isolation from family, friends, and community; and
- Older romantic partners.

Additional warning signs of labor trafficking in children include:

- Being unpaid, paid very little, or paid only through tips;
- Being employed but not having a school-authorized work permit;
- Being employed and having a work permit but clearly working outside the permitted hours for students;
- Owing a large debt and being unable to pay it off;
- Not being allowed breaks at work or being subjected to excessively long work hours;
- Being overly concerned with pleasing an employer and/or deferring personal or educational decisions to a boss;
- Not being in control of his or her own money;
- Living with an employer or having an employer listed as a student's caregiver; and
- A desire to quit a job but not being allowed to do so.

[See **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 11.]

Reporting and Responding to Sexual Abuse, Trafficking, and Other Maltreatment of Children

Anyone who suspects that a child has been or may be abused, trafficked, or neglected has a legal responsibility, under state law, to report the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

A child who has experienced sexual abuse or any other type of abuse or neglect should be encouraged to seek out a trusted adult. Children may be more reluctant to disclose sexual abuse than physical abuse and neglect and may only disclose sexual abuse indirectly. As a

parent or trusted adult, it is important to be calm and comforting if your child or another child confides in you. Reassure the child that he or she did the right thing by telling you.

If your child is a victim of sexual abuse, trafficking, or other maltreatment, the school counselor or principal will provide information on counseling options for you and your child available in your area. The Texas Department of Family and Protective Services (DFPS) also manages early intervention counseling programs.

To find out what services may be available in your county, see [Texas Department of Family and Protective Services, Programs Available in Your County](http://www.dfps.state.tx.us/Prevention%20and%20Early%20Intervention/Programs%20Available%20In%20Your%20County/default.asp) (<http://www.dfps.state.tx.us/Prevention and Early Intervention/Programs Available In Your County/default.asp>).

Reports of abuse, trafficking, or neglect may be made to the CPS division of the DFPS at 1-800-252-5400 or on the web at [Texas Abuse Hotline Website](http://www.txabusehotline.org) (www.txabusehotline.org).

Further Resources on Sexual Abuse, Trafficking, and Other Maltreatment of Children

The following websites might help you become more aware of child abuse and neglect, sexual abuse, trafficking, and other maltreatment of children:

- [Child Welfare Information Gateway Factsheet](https://www.childwelfare.gov/pubPDFs/whatiscan.pdf) (<https://www.childwelfare.gov/pubPDFs/whatiscan.pdf>)
- [KidsHealth, For Parents, Child Abuse](https://kidshealth.org/en/parents/child-abuse.html) (<https://kidshealth.org/en/parents/child-abuse.html>)
- [Office of the Texas Governor's Child Sex Trafficking Team](https://gov.texas.gov/organization/cjd/childsextrafficking) (<https://gov.texas.gov/organization/cjd/childsextrafficking>)
- [Human Trafficking of School-aged Children](https://tea.texas.gov/about-tea/other-services/human-trafficking-of-school-aged-children) (<https://tea.texas.gov/about-tea/other-services/human-trafficking-of-school-aged-children>)
- [Child Sexual Abuse: A Parental Guide from the Texas Association Against Sexual Assault](https://taasa.org/product/child-sexual-abuse-parental-guide/) (<https://taasa.org/product/child-sexual-abuse-parental-guide/>)
- [National Center of Safe Supportive Learning Environments: Child Labor Trafficking](https://safesupportivelearning.ed.gov/human-trafficking-americas-schools/child-labor-trafficking) (<https://safesupportivelearning.ed.gov/human-trafficking-americas-schools/child-labor-trafficking>)

Class Rank/Highest-Ranking Student (Secondary Grade Levels Only)

Please visit *EIC(LOCAL)* for Canutillo ISD class rank practices:
[https://pol.tasb.org/Policy/Download/442?filename=EIC\(LOCAL\).pdf](https://pol.tasb.org/Policy/Download/442?filename=EIC(LOCAL).pdf)

Class Schedules (Secondary Grade Levels Only)

All students are expected to attend school for the entire school day and maintain a full class schedule. Exceptions may be made occasionally by the campus principal for students in grades 9–12 who meet specific criteria and receive parental consent to enroll in less than a full-day schedule.

[See **Schedule Changes** on page 82 for information related to student requests to revise their course schedule.]

College and University Admissions and Financial Aid (All Grade Levels)

For two school years following graduation, a district student who graduates as valedictorian or in the top ten percent of his or her class is eligible for automatic admission into four-year public universities and colleges in Texas if the student:

- Completes the distinguished level of achievement under the foundation graduation program [see **Foundation Graduation Program** on page 58]; or
- Satisfies the ACT College Readiness Benchmarks or earns at least a 1500 out of 2400 on the SAT.

The student is ultimately responsible for meeting the admission requirements of the university or college, including timely submission of a completed application.

If a college or university adopts an admissions policy that automatically accepts the top 25 percent of a graduating class, the provisions above will also apply to a student ranked in the top 25 percent of his or her class.

The University of Texas at Austin may limit the number of automatically admitted students to 75 percent of the University's enrollment capacity for incoming resident freshmen. From the summer 2022 term through the spring 2024 term, the University will admit the top six percent of a high school's graduating class who meet the above requirements. Additional applicants will be considered by the University through a holistic review process.

As required by law, the district will provide written notice concerning:

- Automatic college admission;
- Curriculum requirements for financial aid;
- Benefits of completing the requirements for automatic admission and financial aid; and
- The Texas First Early High School Completion Program and the Texas First Scholarship Program.

Parents and students will be asked to sign an acknowledgment that they received this information.

Students and parents should contact the school counselor for further information about automatic admissions, the application process, and deadlines.

[See **Class Rank/Highest-Ranking Student** on page 39 for information specifically related to how the district calculates a student's rank in class, and requirements for **Graduation** on page 57 for information associated with the foundation graduation program.]

[See **Students in the Conservatorship of the State (Foster Care)** on page 23 for information on assistance in transitioning to higher education for students in foster care.]

College Credit Courses (Secondary Grade Levels Only)

Students in grades 9–12 may earn college credit through the following opportunities:

- Certain courses taught at the high school campus, which may include courses termed dual credit, Advanced Placement (AP), International Baccalaureate (IB), or college preparatory;
- Enrollment in AP or dual credit courses through the Texas Virtual School Network (TXVSN);

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- Enrollment in courses taught in conjunction and in partnership with EPCC, UTEP, or OnRamps which may be offered on or off campus; and
- Enrollment in courses taught at other colleges or universities.

Enrollment in these programs is based on meeting eligibility requirements. Please see your student's counselor for details.

A student may be eligible for subsidies based on financial need for AP or IB exam fees. See **Fees (All Grade Levels)** on page 55 for more information.

A student may also earn college credit for certain Career and Technical Education (CTE) courses. See **Career and Technical Education (CTE) and Other Work-Based Programs (Secondary Grade Levels Only)** on page 36 for information on CTE and other work-based programs.

All these methods have eligibility requirements and must be approved prior to enrollment in the course. Please see the school counselor for more information. Depending on the student's grade level and the course, a state-mandated end-of-course assessment may be required for graduation.

Not all colleges and universities accept credit earned in all dual credit or AP courses taken in high school for college credit. Students and parents should check with the prospective college or university to determine if a particular course will count toward the student's desired degree plan.

Communications (All Grade Levels)

Parent Contact Information

A parent is legally required to provide in writing the parent's contact information, including address, phone number, and email address.

A parent must provide the contact information to the district upon enrollment and again within two weeks after the beginning of each following school year while the student is enrolled in the district.

If the parent's contact information changes during the school year, the parent must update the information in writing no more than two weeks after the date the information changes.

A parent may update contact information by visiting their child's school or updating information via their Parent Portal.

Automated Emergency Communications

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. An emergency situation may include early dismissal, delayed opening, or restricted access to the campus due to severe weather, another emergency, or a security threat. It is crucial to notify your child's school when a phone number changes.

[See **Safety** on page 81 for information regarding contact with parents during an emergency situation.]

Automated Nonemergency Communications

Your child's school periodically sends information by automated or pre-recorded messages, text messages, or real-time phone or email communications that are closely related to the school's mission and specific to your child, your child's school, or the district.

Standard messaging rates of your wireless phone carrier may apply.

If you do not wish to receive such communications, please contact your child's principal. [See **Safety** on page 81 for information regarding contact with parents during an emergency.]

Complaints and Concerns (All Grade Levels)

Usually, student or parent complaints or concerns can be addressed informally by a phone call or a conference with the teacher or principal.

For those complaints and concerns that cannot be resolved informally, the board has adopted a Student and Parent Complaints/Grievances policy at FNG(LOCAL). This policy can be viewed in the district's policy manual, available online at www.canutillo-isd.org. The complaint forms can be accessed [www.canutillo-isd.org] at the principal's or superintendent's office.

To file a formal complaint a parent or student should complete and submit the complaint form. In general, the written complaint form should be completed and submitted to the campus principal in a timely manner.

If the concern is not resolved, a parent or student may request a conference with the superintendent.

If the concern is still unresolved, the district provides a process for parents and students to appeal to the board of trustees.

Conduct (All Grade Levels)

Applicability of School Rules

The board has adopted a Student Code of Conduct that defines standards of acceptable behavior—on and off campus, during remote and in-person instruction, and on district vehicles—and outlines consequences for violation of these standards. The district has disciplinary authority over a student in accordance with the Student Code of Conduct. Students and parents should be familiar with the standards set out in the Student Code of Conduct, as well as campus and classroom rules.

During summer instruction, the Student Handbook and Student Code of Conduct in place for the school year immediately preceding the summer period shall apply, unless the district amends either or both documents for the purposes of summer instruction.

Campus Behavior Coordinator

Each campus has a campus behavior coordinator to apply discipline management techniques and administer consequences for certain student misconduct, as well as provide a point of contact for student misconduct. The contact information for each campus behavior coordinator is listed below:

- Canutillo H.S. – Ms. Patricia Cruz, Ms. Gray, or Ms. Patino
- Northwest Early College HS – Frank Clark
- Canutillo MS - Barbara Peterson or Andrea Esparza

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- Alderete MS - Miguel Reveles
- Canutillo ES - Veronica Frias
- Bill Childress ES – Maria Varela
- Jose Damian ES – Janeth Plaza
- Davenport ES - Guadalupe Montanez
- Garcia ES – Ruben Aguirre
 - Reyes ES - Maria Castillo

Deliveries

Except in emergencies, delivery of messages or packages to students will not be allowed during instructional time. A parent may leave a message or a package, such as a forgotten lunch, for the student to pick up from the front office during a passing period or lunch.

Disruption of School Operations

Disruption of school operations is not tolerated and may constitute a misdemeanor offense. As identified by state law, disruptions include the following:

- Interference with the movement of people at an exit, entrance, or hallway of a district building without authorization from an administrator.
- Interference with an authorized activity by seizing control of all or part of a building.
- Use of force, violence, or threats in an attempt to prevent participation in an authorized assembly.
- Use of force, violence, or threats to cause disruption during an assembly.
- Interference with the movement of people at an exit or an entrance to district property.
- Use of force, violence, or threats in an attempt to prevent people from entering or leaving district property without authorization from an administrator.

Disruption of classes or other school activities while on or within 500 feet of district property includes:

- Making loud noises;
- Trying to entice a student away from, or to prevent a student from attending, a required class or activity; and
- Entering a classroom without authorization and disrupting the activity with loud or profane language or any misconduct.

Interference with the transportation of students in vehicles owned or operated by the district is also considered a disruption.

Social Events

School rules apply to all school social events. Guests attending these events are expected to observe the same rules as students, and a student inviting a guest will share responsibility for the conduct of his or her guest.

A student attending a social event will be asked to sign out when leaving before the end of the event and will not be readmitted.

A parent interested in serving as a chaperone for any school social events should contact the campus principal.

Counseling

The district has a comprehensive school counseling program that includes:

- A guidance curriculum to help students develop their full educational potential, including the student's interests and career objectives;
- A responsive services component to intervene on behalf of any student whose immediate personal concerns or problems put the student's continued educational, career, personal, or social development at risk;
- An individual planning system to guide a student as the student plans, monitors, and manages the student's own educational, career, personal, and social development; and
- Systems to support the efforts of teachers, staff, parents, and other members of the community in promoting the educational, career, personal, and social development of students.

The district will make a preview of the program, including all materials and curriculum, available to parents to review during school hours.

Academic Counseling

Elementary and Middle/Junior High School Grade Levels

The school counselor will provide information to students and parents about college and university admissions and the importance of planning for postsecondary education, including appropriate coursework and financial aid availability and requirements.

In either grade 7 or 8, each student will receive instruction on how best to prepare for high school, college, and a career.

High School Grade Levels

High school students and their parents are encouraged to talk with a school counselor, teacher, or principal to learn more about course offerings, graduation requirements, and early graduation procedures.

Each year, high school students will be provided information on anticipated course offerings for the next school year, how to make the most of academic and career and technical education (CTE) opportunities, and the importance of postsecondary education.

The school counselor will also provide information each year a student is enrolled in high school regarding:

- The importance of postsecondary education;
- The advantages of earning an endorsement and completing the foundation program with the distinguished level of achievement;
- The disadvantages of pursuing a high school equivalency exam (GED) as opposed to earning a high school diploma;

- Financial aid eligibility and how to apply for financial aid;
- Automatic admission to state-funded Texas colleges and universities;
- Eligibility requirements for the TEXAS Grant;
- Availability of district programs that allow students to earn college credit;
- Availability of tuition and fee assistance for postsecondary education for students in foster care; and
- Availability of college credit awarded by institutions of higher education to veterans and military service members for military experience, education, and training.

Additionally, the school counselor can provide information about workforce opportunities after graduation or technical and trade school opportunities, including opportunities to earn industry-recognized certificates and licenses.

[See **Scholarships and Grants** on page 63 for more information.]

Personal Counseling (All Grade Levels)

The school counselor is available to assist students with a wide range of personal, social, and family concerns, including emotional or mental health issues and substance abuse. A student who wishes to meet with the school counselor should visit their office before or after school, at lunch, or request a pass from their teacher. As a parent, if you are concerned about your child's mental or emotional health, please speak with the school counselor for a list of resources that may be of assistance.

If your child has experienced trauma, contact the school counselor for more information.

[See **Mental Health Support** on page 67, **Child Sexual Abuse, Trafficking, and Other Maltreatment of Children** on page 37, and **Dating Violence** on page 47.]

Course Credit (Secondary Grade Levels Only)

A student at any grade level enrolled in a high school course will earn credit for the course only if the final grade is 70 or above. For a two-part (two-semester, 1-credit course), the student's grades from both halves (semesters) will be averaged and credit will be awarded if the combined average is 70 or above. If the student's combined average is less than 70, the student will be awarded credit only for the half (semester) with the passing grade.

Credit by Examination—If a Student Has Taken the Course/Subject (Grades 6–12)

A student who has previously taken a course or subject but did not receive credit or a final grade for it may, in circumstances determined by the principal or attendance committee, be permitted to earn credit or a final grade by passing an examination approved by the district's board of trustees on the essential knowledge and skills defined for that course or subject.

Examples of prior instruction include incomplete coursework due to a failed course or excessive absences, homeschooling, or coursework by a student transferring from a nonaccredited school. The opportunity to earn credit by examination after the student has had prior instruction is sometimes referred to as "credit recovery."

The attendance review committee may also offer a student with excessive absences an opportunity to earn credit for a course by passing an examination.

If a student is granted approval to take an examination for credit, the student must score at least 70 on the examination to receive credit for the course or subject.

[See the school counselor and policy EHDB(LOCAL) for more information.]

Credit by Examination for Advancement/Acceleration—If a Student Has Not Taken the Course/Subject

A student will be permitted to earn credit by examination for an academic course or subject area for which the student had no prior instruction for advancement or to accelerate to the next grade level.

The examinations offered by the district are approved by the district's board of trustees. Testing windows for these examinations will be published in district publications and on the district's website. A student may take a specific examination only once per testing window.

The only exceptions to the published testing windows will be for examinations administered by another entity or to accommodate a student experiencing homelessness or a student involved in the foster care system.

When another entity administers an examination, the student and the district must comply with the testing schedule of the other entity.

If a student plans to take an examination, the student or parent must register with the school counselor no later than 30 days prior to the scheduled testing date. [See policy EHDC for more information.]

Kindergarten Acceleration

For information on kindergarten acceleration, please contact the Advanced Academics Coordinator at (915) 877-7502.

Students in Grades 1–5

A student in elementary school is eligible to accelerate to the next grade level if:

- The student scores at least an 80 on each examination in the subject areas of language arts, mathematics, science, and social studies;
- A district administrator recommends that the student be accelerated; and
- The student's parent gives written approval of the grade advancement.

Students in Grades 6–12

A student in grade 6 or above is eligible to earn course credit with:

- A passing score of at least 80 on an examination approved by the board; or
- A scaled score of 50 or higher on an examination administered through the College Level Examination Program (CLEP); or
- A score of 3 or higher on an AP examination, as applicable.

A student may take an examination to earn high school course credit no more than twice. If a student fails to achieve the designated score on the applicable exam before the beginning of the school year in which the student would need to enroll in the course according to the school's high school course sequence, the student must complete the course.

Dating Violence, Discrimination, Harassment, and Retaliation (All Grade Levels)

Students learn best, and their welfare is best served, in a school environment that is free from dating violence, discrimination, harassment, and retaliation.

Students are expected to treat peers and district employees with courtesy and respect, avoid offensive behaviors, and stop those behaviors as directed. District employees are likewise expected to treat students with courtesy and respect.

The board has established policies and procedures to prohibit and promptly address inappropriate and offensive behaviors that are based on a person's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. A copy of the district's policy is available in the principal's office and in the superintendent's office or on the district's website at www.canutillo-isd.org. [See policy FFH for more information.]

Dating Violence

Dating violence will not be tolerated at school. To report dating violence, see **Reporting Procedures** on page 49.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship or any of the person's past or subsequent partners. This type of conduct is considered harassment if it is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of dating violence against a student may include, but are not limited to:

- Physical or sexual assaults;
- Name-calling;
- Put-downs;
- Threats to hurt the student, the student's family members, or members of the student's household;
- Destroying property belonging to the student;
- Threats to commit suicide or homicide if the student ends the relationship;
- Threats to harm a student's past or current dating partner;
- Attempts to isolate the student from friends and family;
- Stalking; or
- Encouraging others to engage in these behaviors.

In accordance with law, when the district receives a report of dating violence, a district official will immediately notify the parent of the alleged victim and alleged perpetrator.

The counselor's office has information about the dangers of dating violence and resources for seeking help.

For more information on dating violence, see:

- Texas Attorney General's office [recognizing and responding to dating violence flier](https://www.texasattorneygeneral.gov/sites/default/files/files/child-support/papa/session%2010/recognizing-relationship-violence-en.pdf) (<https://www.texasattorneygeneral.gov/sites/default/files/files/child-support/papa/session%2010/recognizing-relationship-violence-en.pdf>)
- The CDC's [Preventing Teen Dating Violence](https://www.cdc.gov/violenceprevention/intimatepartnerviolence/teendatingviolence/fastfact.html) (<https://www.cdc.gov/violenceprevention/intimatepartnerviolence/teendatingviolence/fastfact.html>).

[See **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 11.]

Discrimination

Discrimination is defined as any conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law that negatively affects the student.

Harassment

Harassment, in general terms, is conduct so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of harassment may include, but are not limited to:

- Offensive or derogatory language directed at a person's religious beliefs or practices, accent, skin color, or need for accommodation;
- Threatening, intimidating, or humiliating conduct;
- Offensive jokes, name-calling, slurs, or rumors;
- Physical aggression or assault;
- Graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or
- Other kinds of aggressive conduct such as theft or damage to property.

Sexual Harassment and Gender-Based Harassment

Sexual harassment and gender-based harassment of a student by an employee, volunteer, or another student are prohibited.

Examples of sexual harassment may include, but are not limited to:

- Touching private body parts or coercing physical contact that is sexual in nature;
- Sexual advances;
- Jokes or conversations of a sexual nature; and
- Other sexually motivated conduct, communications, or contact.

Sexual harassment of a student by an employee or volunteer does not include necessary or permissible physical contact that a reasonable person would not construe as sexual in nature, such as comforting a child with a hug or taking the child's hand. However, romantic, sexual, and

other inappropriate social relationships between students and district employees are prohibited, even if consensual.

Gender-based harassment includes physical, verbal, or nonverbal conduct based on a student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity.

Gender-based harassment can occur regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity. Examples of gender-based harassment directed against a student may include, but are not limited to:

- Offensive jokes, name-calling, slurs, or rumors;
- Physical aggression or assault;
- Threatening or intimidating conduct; or
- Other kinds of aggressive conduct such as theft or damage to property.

Retaliation

Retaliation against a person who makes a good-faith report or participates in an investigation of discrimination, harassment, or dating violence is prohibited. A person who makes a false claim, offers false statements, or refuses to cooperate with a district investigation, however, may be subject to appropriate discipline.

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

Reporting Procedures

Any student who believes that he or she has experienced dating violence, discrimination, harassment, or retaliation should immediately report the problem to a teacher, school counselor, principal, or other district employee. The report may be made by the student's parent. [See policy FFH(LOCAL) and (EXHIBIT) for other appropriate district officials to whom to make a report.]

Upon receiving a report, the district will determine whether the allegations, if proven, constitute prohibited conduct as defined by policy FFH. If not, the district will refer to policy FFI to determine whether the allegations, if proven, constitute bullying, as defined by law and policy FFI. If the alleged prohibited conduct also meets the statutory and policy definitions for bullying, an investigation of bullying will also be conducted. [See **Bullying** on page 34]

The district will promptly notify the parent of any student alleged to have experienced prohibited conduct involving an adult associated with the district. In the event alleged prohibited conduct involves another student, the district will notify the parent of the student alleged to have experienced the prohibited conduct when the allegations, if proven, would constitute a violation as defined by policy FFH.

Investigation of Report

Allegations of prohibited conduct, which includes dating violence, discrimination, harassment, and retaliation, will be promptly investigated.

To the extent possible, the district will respect the privacy of the student. However, limited disclosures may be necessary to conduct a thorough investigation and comply with law.

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If a law enforcement or other regulatory agency notifies the district that it is investigating the matter and requests that the district delay its investigation, the district will resume its investigation at the conclusion of the agency's investigation.

During the course of an investigation and when appropriate, the district will take interim action to address the alleged prohibited conduct.

If the district's investigation indicates that prohibited conduct occurred, appropriate disciplinary action and, in some cases, corrective action will be taken to address the conduct. The district may take disciplinary and corrective action even if the conduct was not unlawful.

All involved parties will be notified of the outcome of the district investigation within the parameters and limits allowed under the Family Educational Rights and Privacy Act (FERPA).

A student or parent who is dissatisfied with the outcome of the investigation may appeal in accordance with policy FNG(LOCAL).

Discrimination

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 47.]

Distance Learning (All Grade Levels)

Distance learning and correspondence courses include courses that encompass the state-required essential knowledge and skills but are taught through multiple technologies and alternative methodologies such as mail, satellite, internet, video-conferencing, and instructional television.

The distance learning opportunities that the district makes available to district students are The Learning Center for credit recovery at CHS, NWECHS, and The Opportunity Academy.

If a student wishes to enroll in a correspondence course or a distance learning course that is not provided through the Texas Virtual School Network (TXVSN), as described below, to earn credit in a course or subject, the student must receive permission from the principal prior to enrolling in the course or subject. If the student does not receive prior approval, the district may not recognize and apply the course or subject toward graduation requirements or subject mastery.

[See **Remote Instruction** on page 80.]

Texas Virtual School Network (TXVSN) (Secondary Grade Levels)

The Texas Virtual School Network (TXVSN) has been established by the state as one method of distance learning. A student has the option, with certain limitations, to enroll in a course offered through the TXVSN to earn course credit for graduation.

Depending on the TXVSN course in which a student enrolls, the course may be subject to the "no pass, no play" rules. [See **Extracurricular Activities, Clubs, and Organizations** on page 54.] In addition, a student who enrolls in a TXVSN course for which an end-of-course (EOC) assessment is required must still take the corresponding EOC assessment.

A parent may ask questions or request that their child be enrolled in a TXVSN course by contacting the school counselor. Unless an exception is made by the principal, a student will not be allowed to enroll in a TXVSN course if the school offers the same or a similar course.

A copy of policy EHDE addressing distance learning will be distributed to parents of middle and high school students at least once each year. If you do not receive a copy or have questions about this policy, please contact the Office of the Associate Superintendent.

Distribution of Literature, Published Materials, or Other Documents (All Grade Levels)

School Materials

Publications prepared by and for the school may be posted or distributed, with the prior approval of the principal, sponsor, or teacher. Such items may include school posters, newspapers, yearbooks, brochures, flyers, and the like.

All school publications are under the supervision of a teacher, sponsor, and the principal.

Nonschool Materials

From Students

Students must obtain prior approval from the principal before selling, posting, circulating, or distributing more than 10 copies of written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials that were not developed under the oversight of the school. To be considered, any nonschool material must include the name of the sponsoring person or organization. Approval will be granted or denied within two school days.

The campus principal has designated the front office as the location for approved nonschool materials to be placed for voluntary viewing or collection by students. [See policy FNAA for more information.]

A student may appeal a decision in accordance with policy FNG(LOCAL). Any student who sells, posts, circulates, or distributes nonschool material without prior approval will be subject to disciplinary action in accordance with the Student Code of Conduct. Materials displayed without approval will be removed.

[See policy FNG(LOCAL) for student complaint procedures.]

From Others

No person or group will sell, circulate, distribute, or post on any district premises written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials that is not sponsored by the district or by a district-affiliated school-support organization, except as permitted by policy GKDA.

To be considered for distribution, any nonschool material must meet the limitations on content established in the policy, include the name of the sponsoring person or organization, and be submitted to the campus principal for prior review. The campus principal will approve or reject the materials within two school days of the time the materials are received. The requestor may appeal a rejection in accordance with the appropriate district complaint policy. [See policies DGBA or GF for more information.]

The campus principal has designated front office as the location for approved nonschool materials to be placed for voluntary viewing or collection.

Prior review will not be required for:

- Distribution of materials by an attendee to other attendees of a school-sponsored meeting intended for adults and held after school hours.
- Distribution of materials by an attendee to other attendees of a community group meeting held after school hours in accordance with policy GKD(LOCAL) or a noncurriculum-related student group meeting held in accordance with policy FNAB(LOCAL).

- Distribution for electioneering purposes during the time a school facility is being used as a polling place, in accordance with state law.

All nonschool materials distributed under these circumstances must be removed from district property immediately following the event at which the materials are distributed.

Dress and Grooming (All Grade Levels)

The district's dress code teaches grooming and hygiene, prevents disruption, minimizes safety hazards, and maintains a positive learning climate. Students and parents may determine a student's personal dress and grooming standards, provided that they comply with the following:

- See your student's campus dress code

If the principal determines that a student's grooming or clothing violates the school's dress code, the student will be given an opportunity to correct the problem at school and return to the classroom. If the problem cannot be corrected at school, the principal will work with the student and parent to obtain an acceptable change of clothing for the student in a way that minimizes loss of instructional time.

Repeated or severe offenses may result in more serious disciplinary action in accordance with the Student Code of Conduct.

Electronic Devices and Technology Resources (All Grade Levels)

Possession and Use of Personal Telecommunications Devices, Including Cell Phones, and Other Electronic Devices

The district permits students to possess personal cell phones for safety purposes; however, these devices must remain turned off during the instructional day, including during all testing, unless they are being used for approved instructional purposes. [See **Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials** on page 90 for graphing calculator applications on computing devices.]

A student must have approval to possess other personal telecommunications devices on campus such as laptops, tablets, or other portable computers.

Without such permission, teachers will collect the items and turn them in to the principal's office. The principal will determine whether to return items to students at the end of the day or to contact parents to pick up the items.

The use of cell phones or any device capable of capturing images is strictly prohibited in locker rooms or restroom areas while at school or at a school-related or school-sponsored event.

If a student uses a telecommunications device without authorization during the school day, the device will be confiscated. The parent may pick up the confiscated telecommunications device from the principal's office for a fee of \$15. After 5 calendar days, the \$15 dollar fee will be waived.

Confiscated telecommunications devices that are not retrieved by the student or the student's parent will be disposed of after the notice required by law. [See policy FNCE for more information.]

In limited circumstances and in accordance with law, a student's personal telecommunications device may be searched by authorized personnel. [See **Searches** on page 85 and policy FNF for more information.]

Any disciplinary action will be in accordance with the Student Code of Conduct. The district is not responsible for damaged, lost, or stolen telecommunications devices.

Instructional Use of Personal Telecommunications and Other Electronic Devices

Students must obtain prior approval to use personal telecommunications or other personal electronic devices for instructional purposes while on campus. Students must also sign a user agreement that contains applicable rules for use (separate from this handbook).

All personal devices must be turned off during the instructional day when not in use for approved instructional purposes. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

Acceptable Use of District Technology Resources

District-owned technology resources may be issued to individual students for instructional purposes. Use of the district's network systems and equipment is restricted to approved purposes only. Students and parents will be asked to sign a user agreement (separate from this handbook) regarding use of these district resources. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

Unacceptable and Inappropriate Use of Technology Resources

Students are prohibited from possessing, sending, forwarding, posting, accessing, or displaying electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition also applies to conduct off school property, whether on district-owned or personally owned equipment, if it results in a substantial disruption to the educational environment.

Any person taking, disseminating, transferring, possessing, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content—commonly referred to as “sexting”—will be disciplined in accordance with the Student Code of Conduct, may be required to complete an educational program related to the dangers of this type of behavior, and, in certain circumstances, may be reported to law enforcement.

This type of behavior may constitute bullying or harassment, as well as impede future endeavors of a student. We encourage parents to review with their child the ["Before You Text" Sexting Prevention Course](https://txssc.txstate.edu/tools/courses/before-you-text/) (<https://txssc.txstate.edu/tools/courses/before-you-text/>), a state-developed program that addresses the consequences of sexting.

Any student who engages in conduct that results in a breach of the district's computer security will be disciplined in accordance with the Student Code of Conduct. In some cases, the consequence may be expulsion.

End-of-Course (EOC) Assessments

[See **Graduation** on page 57 and **Standardized Testing** on page 86.]

English Learners (All Grade Levels)

A student who is an English learner is entitled to receive specialized services from the district. A Language Proficiency Assessment Committee (LPAC), consisting of both district personnel and at least one parent representative, will determine whether the student qualifies for services. The student's parent must consent to any services recommended by the LPAC. However, pending the receipt of parental consent or denial of services, an eligible student will receive the services to which the student is entitled and eligible.

To determine a student's level of proficiency in English, the LPAC will use information from a variety of assessments. If the student qualifies for services, and once a level of proficiency has been established, the LPAC will designate instructional accommodations or additional special programs that the student will require to eventually become proficient at grade level work in English. Ongoing assessments will be conducted to determine a student's continued eligibility for the program.

The LPAC will also determine whether certain accommodations are necessary for any state-mandated assessments. The STAAR Spanish, as mentioned at **Standardized Testing** on page 86, may be administered to an English learner up to grade 5. In limited circumstances, a student's LPAC may exempt the student from an otherwise required state-mandated assessment or may waive certain graduation requirements related to the English I end-of-course (EOC) assessment. The Texas English Language Proficiency Assessment System (TELPAS) will also be administered to English learners who qualify for services.

If a student is considered an English learner and receives special education services because of a qualifying disability, the student's ARD committee will make instructional and assessment decisions in conjunction with the LPAC.

Extracurricular Activities, Clubs, and Organizations (All Grade Levels)

Participation in school-sponsored activities is an excellent way for a student to develop talents, receive individual recognition, and build strong friendships.

Some extracurricular activities may include off-campus events. Students are required to use transportation provided by the district to and from the events. Exceptions may only be made with the approval of the activity's coach or sponsor. [See **Transportation** on page 90.]

Eligibility for many of these activities is governed by state law and the rules of the University Interscholastic League (UIL), a statewide association overseeing interdistrict competition. If a student is involved in an academic, athletic, or music activity governed by UIL, the student and parent are expected to know and follow all rules of the UIL organization. Students and parents can access the [UIL Parent Information Manual \(https://www.uil texas.org/athletics/manuals\)](https://www.uil texas.org/athletics/manuals) online. A hard copy can be provided by the coach or sponsor of the activity on request.

To report alleged noncompliance with required safety training or an alleged violation of safety rules required by law and the UIL, please contact the curriculum division of TEA at (512) 463-9581 or curriculum@tea.texas.gov.

[See [UIL Texas \(https://www.uil texas.org/\)](https://www.uil texas.org/) for additional information on all UIL-governed activities.]

Student safety in extracurricular activities is a priority of the district. Parents are entitled to review the district's records regarding the age of each football helmet used by the campus, including when a helmet has been reconditioned. Please make the request with the district athletic director.

Generally, a student who receives a grade below 70 at the end of a grading period in any academic class may not participate in extracurricular activities for at least three school weeks.

However, if a student receives a grade below 70 at the end of a grading period in an Advanced Placement (AP) or International Baccalaureate (IB) course, or an honors or dual credit course in English language arts, mathematics, science, social studies, economics, or languages other than English, the student remains eligible for participation in all extracurricular activities.

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If a student is enrolled in a state-approved course that requires demonstration of the mastery of an essential knowledge and skills in public performance and the student receives a grade below 70 in any course at the end of the grading period, the student may participate in a performance so long as the general public is invited.

If a student is enrolled in a state-approved music course that participates in UIL Concert and Sight-reading Evaluation, and the student receives a grade below 70 in any course at the end of a grading period, the student may perform with the ensemble during the UIL evaluation performance, but is ineligible for other extracurricular activities for at least three weeks.

In addition, the following applies to all extracurricular activities:

- A student who receives special education services and who fails to meet the standards in the individualized education program (IEP) may not participate for at least three school weeks.
- An ineligible student may practice or rehearse but may not participate in any competitive activity.
- A student must be in attendance for 90% of instruction days not related to post-district competition, a maximum of 5 absences for post-district competition prior to state, and a maximum of 5 absences for state competition. All extracurricular activities and public performances, whether UIL activities or other activities approved by the board, are subject to these restrictions.
- An absence for participation in an activity that has not been approved will be considered an unexcused absence.

Standards of Behavior

Sponsors of student clubs and performing groups such as the band, choir, and drill and athletic teams may establish standards of behavior—including consequences for misbehavior—that are stricter than those for students in general. If a violation is also a violation of school rules, the consequences specified by the Student Code of Conduct or by board policy will apply in addition to any consequences specified by the organization's standards of behavior.

Offices and Elections

Certain clubs, organizations, and performing groups will hold elections for student officers. Elections will abide by the groups' by-laws or school procedures.

Fees (All Grade Levels)

Basic educational program materials are provided at no charge to a student. However, a student is expected to provide his or her own supplies, such as pencils, paper, erasers, and notebooks. A student may also be required to pay certain other costs, fees, or deposits, including:

- Materials for a class project that the student will keep.
- Membership dues in voluntary clubs or student organizations.
- Admission fees to extracurricular activities.
- Security deposits.
- Personal physical education and athletic equipment and apparel.

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- Voluntarily purchased pictures, publications, class rings, yearbooks, graduation announcements, and the like.
- Voluntarily purchased student health and accident insurance.
- Musical instrument rental and uniform maintenance when uniforms are provided by the district.
- Personal apparel used in extracurricular activities that becomes the property of the student.
- Parking fees and student identification cards.
- Fees for lost, damaged, or overdue library books.
- Fees for driver training courses.
- Fees for optional courses offered for credit that require use of facilities not available on district premises.
- Summer school for courses that are offered tuition-free during the regular school year.
- A reasonable fee for providing transportation to a student who lives within two miles of the school. [See **Buses and Other School Vehicles** on page 90.]
- A maximum fee of \$50 for an educational program outside of regular school hours for a student who has lost credit or has not been awarded a final grade because of absences and whose parent chooses the program for the student to meet the 90 percent attendance requirements. The fee will be charged only if the parent or guardian signs a district-provided request form.
- In some cases, a fee for a course taken through the Texas Virtual School Network (TXVSN).

Any required fee or deposit may be waived if the student and parent are unable to pay. Application for such a waiver may be made to the principal. [See policy FP for more information.]

Fundraising (All Grade Levels)

Student groups or classes and/or parent groups may be permitted to conduct fundraising drives for approved school purposes in accordance with administrative regulations. [See policies FJ and GE for more information.]

Gang-Free Zones (All Grade Levels)

Certain criminal offenses, including gang-related crimes, will be enhanced to the next-highest category of offense if they are committed in a gang-free zone. Gang-free zones include a school bus and any location in, on, or within 1,000 feet of any district-owned or leased property or campus playground.

Gender-Based Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 47.]

Grade-Level Classification (Grades 9–12 Only)

After grade 9, students are classified according to the number of credits earned toward graduation.

Credits Earned	Classification
6.0 – 11.5	Grade 10 (Sophomore)
12.0 – 17.5	Grade 11 (Junior)
18.0 - over	Grade 12 (Senior)

Grading Guidelines (All Grade Levels)

Approved grading guidelines for each grade level or course will be communicated to students and their parents by the classroom teacher. These guidelines establish:

- The minimum number of assignments, projects, and examinations required for each grading period;
- How the student’s mastery of concepts and achievement will be communicated (for example, letter grades, numerical averages, checklist of required skills, and the like);
- Circumstances under which a student will be allowed to redo an assignment or retake an examination the student originally failed; and
- Procedures for a student to follow after an absence.

[See **Report Cards/Progress Reports and Conferences** on page 80 for additional information on grading guidelines or **EIE Regulation**.]

Graduation (Secondary Grade Levels Only)

Requirements for a Diploma

A student must meet the following requirements to receive a high school diploma from the district:

- Achieve passing scores on certain end-of-course (EOC) assessments or approved substitute assessments, unless specifically waived as permitted by state law;
- Complete the required number of credits established by the state and any additional credits required by the district;
- Complete any locally required courses in addition to the courses mandated by the state;
- Demonstrate proficiency, as determined by the district, in the specific communication skills required by the State Board of Education (SBOE); and
- Complete and submit a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA).

Testing Requirements for Graduation

Students are required, with limited exceptions and regardless of graduation program, to perform satisfactorily on EOC assessments in:

- English I,
- English II,

- Algebra I,
- Biology, and
- U.S. History.

A student who does not achieve a sufficient score will have opportunities to retake an assessment.

State law allows a student to meet EOC requirements by substituting satisfactory performance on approved national standardized assessments or on the state-developed assessment used for entrance into Texas public universities. [See the school counselor for more information on the state testing requirements for graduation.]

If a student fails to perform satisfactorily on an EOC assessment, the district will provide remediation in the applicable content area. This may require the student's participation outside normal school operating times.

In limited circumstances, a student who fails to demonstrate proficiency on up to two of the required assessments may still be eligible to graduate if an individual graduation committee, formed in accordance with state law, unanimously determines that the student is eligible to graduate.

[See **Standardized Testing** on page 86.]

Foundation Graduation Program

Every Texas public school student will graduate under the foundation graduation program. The foundation graduation program features endorsements, which are paths of interest that include:

- Science, Technology, Engineering, and Mathematics (STEM);
- Business and Industry;
- Public Service;
- Arts and Humanities; and
- Multidisciplinary Studies.

Endorsements earned by a student will be noted on the student's transcript.

A student can complete the foundation graduation program with a "distinguished level of achievement," which reflects the completion of at least one endorsement and Algebra II as one of the required advanced mathematics credits.

A **Personal Graduation Plan** will be completed for each high school student, as described on page 61.

State law generally prohibits a student from graduating solely under the foundation graduation program without an endorsement. However, after the student's sophomore year, the student and student's parent may request that the student graduate without an endorsement. The district will advise the student and the student's parent of the specific benefits of graduating with an endorsement. The student and the student's parent must then submit written permission to the school counselor for the student to graduate without an endorsement. A student who wishes to attend a four-year university or college after graduation must carefully consider whether

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graduation under the foundation program without an endorsement will satisfy the admission requirements of the student's desired college or university.

A student graduating under the foundation graduation program can also earn performance acknowledgments on his or her transcript. Performance acknowledgments are available for outstanding performance in bilingualism and biliteracy, in a dual credit course, on an AP or IB examination, on certain national college preparatory and readiness or college entrance examinations, or for earning a license or certificate recognized at the state, national, or international level. The school counselor can provide more information about these acknowledgments.

A student is not required to complete an Algebra II course to graduate under the foundation graduation program, and the district will annually notify a student's parent of this fact. However, not taking Algebra II will make a student ineligible for automatic admission to four-year public universities and colleges in Texas and for certain financial aid and grants while attending those institutions.

A school district will permit a student to satisfy the curriculum requirements for graduation under the foundation program with the distinguished level of achievement, including an endorsement, by successfully completing courses in the core curriculum of a public Texas institution of higher education. Please see your counselor for more information.

Credits Required

The foundation graduation program requires completion of the following credits:

Course Area	Number of Credits: Foundation Graduation Program	Number of Credits: Foundation Graduation Program with an Endorsement
English/Language Arts	4	4
Mathematics	3	4
Science	3	4
Social Studies	3	3
Physical Education	1	1
Languages other than English	2	2
Fine Arts	1	1
Locally required courses	—	—
Locally required courses	—	—
Electives	5	7
Total	22 credits	26 credits

Additional considerations apply in some course areas, including:

- **Mathematics.** To obtain the distinguished level of achievement under the foundation graduation program, a student must complete an endorsement and take Algebra II as one of the 4 mathematics credits. A student's completion of the distinguished level of achievement

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is a requirement to be considered for automatic admission to a Texas four-year college or university and will be included on a student's transcript.

- **Physical education.** A student who is unable to participate in physical activity due to a disability or illness may be able to substitute a course in English language arts, mathematics, science, social studies, or another locally determined credit-bearing course for the required credit of physical education. This determination will be made by the student's ARD committee, Section 504 committee, or other campus committee, as applicable.
- **Languages other than English.** Students are required to earn 2 credits in the same language other than English to graduate. Any student may substitute computer programming languages for these credits.
 - A student may satisfy one of the 2 required credits by successfully completing in elementary school a dual language immersion program or a course in American Sign Language.
 - In limited circumstances, a student may be able to substitute this requirement with other courses, as determined by a district committee authorized by law to make these decisions for the student.

Available Endorsements

A student must specify upon entering grade 9 which endorsement he or she wishes to pursue.

Financial Aid Application Requirement

Before graduating from high school, each student must complete and submit an application for financial aid for post-secondary education. Students must complete and submit either a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA).

The district will hold FAFSA/TASFA nights during the school year.

A student is not required to complete and submit a FAFSA or TASFA if:

- The student's parent submits a form provided by the district indicating that the parent authorizes the student to opt out;
- A student who is 18 years of age or older or a legally independent minor submits a form provided by the district indicating that the student opts out; or
- A school counselor authorizes the student to opt out for good cause.

Please contact the school counselor for more information.

To confirm that a student has completed and submitted a TASFA, the student must submit:

- A screenshot that includes the processed date field of the FAFSA ApplyTexas Counselor Suite;
- Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA;
- A copy or screenshot of the FAFSA acknowledgment page;
- A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form);

- An acknowledgment receipt from an institution of higher education (IHE); or
- A copy of a financial aid award letter from an IHE.

Personal Graduation Plans

A personal graduation plan will be developed for each high school student.

The district encourages all students to pursue a personal graduation plan that includes the completion of at least one endorsement and to graduate with the distinguished level of achievement. Attainment of the distinguished level of achievement entitles a student to be considered for automatic admission to a public four-year college or university in Texas, depending on his or her rank in class.

The school will review personal graduation plan options with each student entering grade 9 and his or her parent. Before the end of grade 9, a student and his or her parent will be required to sign off on a personal graduation plan that promotes college and workforce readiness, promotes career placement and advancement, and facilitates the transition from secondary to postsecondary education.

The student's personal graduation plan will outline an appropriate course sequence based on the student's choice of endorsement.

Please review [TEA's Graduation Toolkit \(https://tea.texas.gov/about-tea/news-and-multimedia/brochures/tea-brochures\)](https://tea.texas.gov/about-tea/news-and-multimedia/brochures/tea-brochures).

A student may, with parental permission, amend his or her personal graduation plan after the initial confirmation.

Available Course Options for All Graduation Programs

Each spring, the district will update students on the courses required or offered in each curriculum area so students can enroll for the upcoming school year.

Note: The district may require the completion of certain courses for graduation even if these courses are not required by the state for graduation.

Not all courses are offered at every secondary campus in the district. A student who wants to take a course not offered at his or her regular campus should contact the school counselor about a transfer or other alternatives. If the parents of at least 22 students request a transfer for a course in the required curriculum other than fine arts or career and technical education (CTE), the district will offer the course the following year either by teleconference or at the school from which the transfers were requested.

Certificates of Coursework Completion

A certificate of coursework completion will **NOT** be issued to a student who has successfully completed state and local credit requirements for graduation but has not yet demonstrated satisfactory performance on the state-mandated tests required for graduation.

Students with Disabilities

Admission, review, and dismissal (ARD) committees will make instructional and assessment decisions for students with disabilities who receive special education services in accordance with state law.

Upon the recommendation of the ARD committee, a student with a disability who receives special education services may be permitted to graduate under the provisions of his or her individualized education program (IEP) and in accordance with state rules.

A student who receives special education services may earn an endorsement under the foundation program. If the student's curriculum requirements for the endorsement were modified, the student's ARD committee will determine whether the modified curriculum is sufficiently rigorous to earn the endorsement. The ARD committee must also determine whether the student must perform satisfactorily on any end-of-course assessment to earn an endorsement.

A student who receives special education services and has completed four years of high school but has not met the requirements of his or her IEP may participate in graduation ceremonies and receive a certificate of attendance. The student may then remain enrolled to complete the IEP and earn his or her high school diploma but will only be allowed to participate in one graduation ceremony.

[See policy FMH(LEGAL) for more information.]

Graduation Activities

Graduation activities will include:

- *Commencement*
- *Project Celebration*
- *Senior Awards Assembly*
- *Senior Breakfast*

Students who are eligible to graduate but are assigned to a disciplinary alternative education program at the end of the school year will not be allowed to participate in the graduation ceremony and related graduation activities unless approved by the superintendent.

The following students and student groups shall be recognized at graduation ceremonies:

- Valedictorian and Salutatorian
- Top 2%
- Top 10%

Graduation Speakers

Certain graduating students will be given an opportunity to speak at graduation ceremonies.

A student must meet local eligibility criteria, which may include requirements related to student conduct, to have a speaking role. Students eligible for speaking roles will be notified by the principal and given an opportunity to volunteer.

[See the Student Code of Conduct and policy FNA(LOCAL) for more information.]

[See **Student Speakers** on page 89 for student speakers at other school events.]

Graduation Expenses

Because students and parents will incur expenses to participate in the traditions of graduation—such as the purchase of invitations, senior ring, cap and gown, and senior picture—both the student and parent should monitor progress toward completion of all requirements for graduation. The expenses often are incurred in the junior year or first semester of the senior year. [See **Fees** on page 55.]

Scholarships and Grants

Students who have a financial need according to federal criteria and who complete the foundation graduation program may be eligible under the TEXAS Grant Program and the Teach for Texas Grant Program for scholarships and grants toward tuition and fees to Texas public universities, community colleges, and technical schools, as well as to private institutions. Certain students who graduate early may also be eligible for the Texas First Scholarship Program.

See **College and University Admissions and Financial Aid (All Grade Levels)** on page 40 for more information.

Contact the school counselor for information about other scholarships and grants available to students.

Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 47.]

Hazing (All Grade Levels)

Hazing is defined as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

- Any type of physical brutality;
- An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
- An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
- Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

The district will not tolerate hazing. Disciplinary consequences for hazing will be in accordance with the Student Code of Conduct. It is a criminal offense if a person engages in hazing; solicits, encourages, directs, aids, or attempts to aid another in hazing; or has firsthand knowledge of an incident of hazing being planned or having occurred and fails to report this to the principal or superintendent.

[See **Bullying** on page 34 and policies FFI and FNCC for more information.]

Health—Physical and Mental

Illness (All Grade Levels)

When your child is ill, please contact the school to let us know he or she will not be attending that day.

State rules require schools to exclude students with certain illnesses from school for certain periods of time. For example, if a child has a fever over 100 degrees, he or she must stay out of school until fever-free for 24 hours without use of fever-reducing medications. Students with diarrheal illnesses must stay home until they are diarrhea-free without use of diarrhea-suppressing medications for 24 hours.

A parent should contact the school nurse if a student has been diagnosed with COVID-19.

A full list of conditions for which the school must exclude children can be obtained from the school nurse.

If a student becomes ill during the school day and the school nurse determines that the child should go home, the nurse will contact the parent.

The district is required to report certain contagious (communicable) diseases or illnesses to the Department of State Health Services (DSHS) or our local/regional health authority. The school nurse can provide information from DSHS on these notifiable conditions.

The school nurse is available to answer any questions for parents who are concerned about whether or not their child should stay home.

Immunization (All Grade Levels)

A student must be fully immunized against certain diseases or must present a certificate or statement that, for medical reasons or reasons of conscience, including a religious belief, the student will not be immunized.

For exemptions based on reasons of conscience, only official forms issued by the Texas Department of State Health Services (DSHS), Immunization Branch, can be honored by the district. You may access the [DSHS exemption form](https://dshs.texas.gov/immunize/school/exemptions.aspx) (<https://dshs.texas.gov/immunize/school/exemptions.aspx>) online or by writing to this address:

Texas Department of State Health Services
Immunization Section, Mail Code 1946
P.O. Box 149347
Austin, Texas 78714-9347

The form must be notarized and submitted to the principal or school nurse within 90 days of notarization. If the parent is seeking an exemption for more than one student in the family, a separate form must be provided for each student.

The immunizations required are:

- Diphtheria, tetanus, and pertussis
- Polio
- Measles, mumps, and rubella
- Hepatitis B

- Varicella (chicken pox)
- Meningococcal
- Hepatitis A

The school nurse can provide information on immunization requirements. Proof of immunization may be established by personal records from a licensed physician or public health clinic with a signature or rubber-stamp validation.

If a student should not be immunized for medical reasons, the student or parent must present a certificate signed by a U.S. registered and licensed physician stating that, in the doctor's opinion, the immunization required is medically contraindicated or poses a significant risk to the health and well-being of the student or a member of the student's family or household. This certificate must be renewed yearly unless the physician specifies a lifelong condition.

For information on immunization against bacterial meningitis and college enrollment and attendance, see **Bacterial Meningitis** on page 70.

[See the DSHS's [Texas School & Child Care Facility Immunization Requirements](https://www.dshs.state.tx.us/immunize/school/default.shtm) (<https://www.dshs.state.tx.us/immunize/school/default.shtm>) and policy FFAB(LEGAL) for more information.]

Lice (All Grade Levels)

Head lice is very common among children. Although not an illness or a disease, it spreads easily through head-to-head contact during play, sports, nap time, and when children share things like brushes, combs, hats, and headphones.

The district does not require or recommend that students be removed from school because of lice or nits.

If careful observation indicates that a student has head lice, the school nurse will contact the student's parent to discuss a treatment plan using an FDA-approved medicated shampoo or cream rinse that may be purchased from any drug or grocery store. After the student undergoes one treatment, the parent should contact the school nurse to discuss the treatment used. The nurse can also offer additional recommendations, including subsequent treatments, how best to get rid of lice, and how to prevent lice from returning.

The district will provide notice to parents of elementary school students in an affected classroom without identifying the student with lice.

More information on head lice can be obtained from the DSHS website [Managing Head Lice in School Settings and at Home](https://www.dshs.state.tx.us/schoolhealth/lice.shtm) (<https://www.dshs.state.tx.us/schoolhealth/lice.shtm>).

[See policy FFAA for more information.]

Medicine at School (All Grade Levels)

If a student must take medication during school hours, the student's parent must provide the medication. All medication, whether prescription or nonprescription, must be kept in the nurse's office and be administered by the nurse or another authorized district employee. A student may be authorized to possess his or her own medication because of asthma or a severe allergy as described below or as otherwise allowed by law.

The district will not purchase nonprescription medication to give to a student.

In accordance with policy FFAC, authorized employees may administer:

- Prescription medication in the original, properly labeled container, provided by the parent along with a written request.
- Prescription medication from a properly labeled unit dosage container filled by a registered nurse or another qualified district employee from the original, properly labeled container provided by the parent along with a written request.
- Nonprescription medication in the original, properly labeled container, provided by the parent along with a written request. **Note:** Insect repellent is considered a nonprescription medication.
- Herbal or dietary supplements provided by the parent only if required by the student's individualized education program (IEP) or Section 504 plan for a student with disabilities.

Students whose schedules provide for regular time spent outdoors, including for recess and physical education classes, should apply sunscreen before coming to school.

At the elementary level, a student's teacher or other district personnel will apply sunscreen to the student's exposed skin if the student brings the sunscreen to school and asks for help applying it. A student at this level may apply his or her own sunscreen if the student is able to do so.

At the secondary level, a student may possess and apply sunscreen when necessary. If the student needs assistance with sunscreen application, please address the need with the school nurse.

Whether a student is at the elementary or secondary level, if sunscreen needs to be administered to treat any type of medical condition, this should be handled through communication with the school nurse so that the district is made aware of any safety and medical issues.

Asthma and Severe Allergic Reactions

A student with asthma or severe allergic reaction (anaphylaxis) may possess and use prescribed asthma or anaphylaxis medication at school or school-related events only if he or she has written authorization from his or her parent and a physician or other licensed health-care provider. The student must also demonstrate to his or her health-care provider and the school nurse the ability to use the prescribed medication, including any device required to administer the medication.

If the student has been prescribed asthma or anaphylaxis medication for use during the school day, the student and parents should discuss this with the school nurse or principal.

See also **Food Allergies** on page 70.

Unassigned Epinephrine Auto-injectors

In accordance with Chapter 38, Subchapter E of the Education Code, the board has adopted a policy to allow authorized school personnel who have been adequately trained to administer an unassigned epinephrine auto-injector to a person who is reasonably believed to be experiencing a severe allergic reaction (anaphylaxis).

An “unassigned epinephrine auto-injector” is an epinephrine auto-injector prescribed by an authorized health-care provider in the name of the school issued with a non-patient-specific standing delegation order for the administration of an epinephrine auto-injector.

Epinephrine auto-injectors include brand-name devices such as EpiPens®.

Authorized and trained individuals may administer an epinephrine auto-injector at any time to a person experiencing anaphylaxis on a school campus.

The district will ensure that at each campus a sufficient number of school personnel are trained to administer epinephrine so that at least one trained individual is present on campus during regular school hours and whenever school personnel are physically on site for school-sponsored activities.

For additional information, see FFAC(LOCAL).

Unassigned Prescription Asthma Medication

In accordance with Chapter 38, Subchapter E of the Education Code, the board has adopted a policy to allow a school nurse to administer an unassigned prescription asthma medication on a school campus to a student with diagnosed asthma if the nurse, in his or her professional judgment, reasonably believes the student is experiencing symptoms of asthma that warrant administration of the medication and the district has obtained prior written consent from the student’s parent or guardian.

The school nurse may only administer unassigned prescription asthma medication to a student on a school campus. Please be aware that a school nurse will not always be available at a campus to administer this medication.

“Unassigned asthma medication” means a fast-acting bronchodilator delivered by metered dose inhaler with single use spacer or by nebulizer as a rescue medication, prescribed by an authorized health-care provider in the name of the district with a non-patient-specific standing delegation order for the administration of an asthma medication, and issued by an authorized health-care provider.

For additional information, see FFAC(LOCAL).

Steroids (Secondary Grade Levels Only)

State law prohibits students from possessing, dispensing, delivering, or administering an anabolic steroid. Anabolic steroids are for physician-prescribed medical use only.

Body building, muscle enhancement, or the increase of muscle bulk or strength through the use of an anabolic steroid or human growth hormone by a healthy student is not a valid medical use and is a criminal offense.

Mental Health Support (All Grade Levels)

The district has implemented programs to address the following mental health, behavioral health, and substance abuse concerns:

- Mental health promotion and early intervention;
- Building skills to manage emotions, establish and maintain positive relationships, and engage in responsible decision-making;
- Substance abuse prevention and intervention;

- Suicide prevention, intervention, and postvention (interventions after a suicide in a community);
- Grief, trauma, and trauma-informed care;
- Positive behavior interventions and supports;
- Positive youth development; and
- Safe, supportive, and positive school climates.

If a student has been hospitalized or placed in residential treatment for a mental health condition or substance abuse, the district has procedures to support the student's return to school. Please contact the district's mental health liaison for further information.

Teachers and other district employees may discuss a student's academic progress or behavior with the student's parents or another employee as appropriate; however, they are not permitted to recommend use of psychotropic drugs. A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication that is intended to alter perception, emotion, mood, or behavior.

A district employee who is a registered nurse, an advanced nurse practitioner, a physician, or a certified or credentialed mental health professional can recommend that a student be evaluated by an appropriate medical practitioner, if appropriate. [See policy FFEB for more information.]

For related information, see:

- **Consent to Conduct a Psychological Evaluation** on page 8 and **Consent to Provide a Mental Health Care Service** on page 12 for the district's procedures for recommending a mental health intervention and the mental health liaison's contact information;
- **Counseling** on page 44 for the district's comprehensive school counseling program;
- **Physical and Mental Health Resources** on page 71 for campus and community mental and physical health resources; and
- **Policies and Procedures that Promote Student Physical and Mental Health** on page 71 for board-adopted policies and administrative procedures that promote student health.

Physical Activity Requirements

Elementary School

The district will ensure that students in full-day prekindergarten–grade 5 engage in moderate or vigorous physical activity for at least 30 minutes per day or 135 minutes per week, in accordance with policies at EHAB, EHAC, EHBG, and FFA.

For additional information on the district's elementary school student physical activity programs and requirements, please see the principal.

Junior High/Middle School

The district will ensure that students in middle or junior high school will engage in at least 225 minutes of moderate or vigorous physical activity within each two-week period for at least four semesters], in accordance with policies at EHAB, EHAC, EHBG, and FFA.

For additional information on the district's junior high and middle school student physical activity programs and requirements, please see the principal.

Temporary Restriction from Participation in Physical Education

Students who are temporarily restricted from participation in physical education will not actively participate in skill demonstration but will remain in class to learn the concepts of the lessons.

Physical Fitness Assessment (Grades 3–12)

Annually, the district will conduct a physical fitness assessment of students in grades 3–12 who are enrolled in a physical education course or a course for which physical education credit is awarded. At the end of the school year, a parent may submit a written request to obtain the results of his or her child's physical fitness assessment conducted during the school year by contacting:

*The Coordinated School Health Facilitator
(915) 328-2759*

Physical Health Screenings/Examinations

Athletics Participation (Secondary Grade Levels Only)

For certain extracurricular activities, a student must submit certification from an authorized health-care provider. The certification must state that the student has been examined and is physically able to participate in the relevant program, including:

- A district athletics program.
- District marching band.
- Any district extracurricular program identified by the superintendent.

This examination is required to be submitted annually to the district.

Students should be aware of the rare possibility of sudden cardiac arrest, which in athletes is usually caused by a previously unsuspected heart disease or disorder. A student may request an electrocardiogram (ECG or EKG) to screen for such disorders, in addition to his or her required physical examination.

See the UIL's explanation of [sudden cardiac arrest](https://www.uiltexas.org/health/info/sudden-cardiac-death) (<https://www.uiltexas.org/health/info/sudden-cardiac-death>) for more information.

Spinal Screening Program

School-based spinal screening helps identify adolescents with abnormal spinal curvature at an early stage when the curve is mild and may go unnoticed. Early detection is key to controlling spinal deformities. Spinal screening is non-invasive and conducted in accordance with the most recent nationally accepted and peer-reviewed standards.

All students who meet the Texas Department of State Health Services criteria will be screened for abnormal spinal curvature before the end of the school year. As appropriate, students will be referred for follow-up with their physician.

For information on spinal screening by an outside professional or exemption from spinal screening based on religious beliefs, contact the superintendent or see policy FFAA(LEGAL).

Other Examinations and Screenings (All Grade Levels)

Students are required to undergo a risk assessment for Type 2 diabetes at the same time the district screens students for hearing and vision issues or for abnormal spinal curvatures.

[See policy FFAA for more information.]

Special Health Concerns (All Grade Levels)

Bacterial Meningitis (All Grade Levels)

Please see the websites for the [Centers for Disease Control and Prevention \(CDC\)](#), particularly the CDC's information on [bacterial meningitis](#), and the [Texas Department of State Health Services](#) for information regarding meningitis.

Note: Entering college students must show, with limited exception, evidence of receiving a bacterial meningitis vaccination within the five-year period prior to enrolling in and taking courses at an institution of higher education. Please see the school nurse for more information, as this may affect a student who wishes to enroll in a dual credit course taken off campus.

[See **Immunization** on page 64.]

Diabetes

In accordance with a student's individual health plan for management of diabetes, a student with diabetes will be permitted to possess and use monitoring and treatment supplies and equipment while at school or at a school-related activity. See the school nurse or principal for information. [See policy FFAF(LEGAL) for more information.]

Food Allergies (All Grade Levels)

Parents should notify the district when a student has been diagnosed with a food allergy, especially an allergy that could result in dangerous or life-threatening reactions either by breathing, eating, or touching the particular food. It is important to disclose the food to which the student is allergic as well as the nature of the allergic reaction. Please contact the school nurse or campus principal if your child has a known food allergy or as soon as possible after any diagnosis of a food allergy.

The district has developed and annually reviews a food allergy management plan, based on the Texas Department of State Health Services' (DSHS) *Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis* found on the DSHS [Allergies and Anaphylaxis](https://www.dshs.texas.gov/schoolhealth/allergiesandanaphylaxis/) website (<https://www.dshs.texas.gov/schoolhealth/allergiesandanaphylaxis/>)

When the district receives information that a student has a food allergy that puts the student at risk for anaphylaxis, an individual care plan will be developed to assist the student in safely accessing the school environment. The district's food allergy management plan can be accessed by calling (915) 877-7452.

[See **Celebrations** on page 36 and policy FFAF for more information.]

Seizures (All Grade Levels)

To address the care of a student with a seizure disorder while at school or participating in a school activity, a parent may submit a seizure management and treatment plan to the district before the beginning of the school year, upon enrollment of the student, or as soon as practicable following diagnosis of a seizure disorder.

[See **A Student with Physical or Mental Impairments Protected under Section 504** on page 27 and contact the school nurse for more information.]

Tobacco and E-Cigarettes Prohibited (All Grade Levels and All Others on School Property)

Students are prohibited from possessing or using any type of tobacco product, electronic cigarette (e-cigarette), or any other electronic vaporizing device while on school property or while attending an off-campus school-related activity.

The district and its staff strictly enforce prohibitions against the use of all tobacco products, e-cigarettes, or any other electronic vaporizing device by students and all others on school property and at school-sponsored and school-related activities. [See the Student Code of Conduct and policies FNCD and GKA for more information.]

Health-Related Resources, Policies, and Procedures

Physical and Mental Health Resources (All Grade Levels)

Parents and students in need of assistance with physical and mental health concerns may contact the following campus and community resources:

- The District Lead Nurse:
(915) 877-7659
- *The Canutillo Public Health Emergency Manager*
(915) 877- 7670
- The Director of Student and Community Services
(915) 877-7508
- *The Coordinated School Health Facilitator*
(915) 328-2759
- El Paso Public Health Department
(915) 212-0200

Policies and Procedures that Promote Student Physical and Mental Health (All Grade Levels)

The district has adopted board policies that promote student physical and mental health. (LOCAL) policies on the topics below can be found in the district's policy manual, available at www.canutillo-isd.org under Policies

- Food and nutrition management: CO, COA, COB
- Wellness and Health Services: FFA
- Physical Examinations: FFAA
- Immunizations: FFAB
- Medical Treatment: FFAC
- Communicable Diseases: FFAD
- School-Based Health Centers: FFAE
- Care Plans: FFAF
- Crisis Intervention: FFB
- Trauma-informed Care: FFBA

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- Student Support Services: FFC
- Student Safety: FFF
- Child Abuse and Neglect: FFG
- Freedom from Discrimination, Harassment, and Retaliation: FFH
- Freedom from Bullying: FFI

In addition, the District Improvement Plan details the district's strategies to improve student performance through evidence-based practices that address physical and mental health.

The district has developed administrative procedures as necessary to implement the above policies and plans.

For further information regarding these procedures and access to the District Improvement Plan, please contact:

Compliance Director
(915)877-7459
7965 Artcraft
El Paso, TX. 79932P

School Health Advisory Council (SHAC) (All Grade Levels)

During the preceding school year, the district's School Health Advisory Council (SHAC) met regularly. Additional information regarding the district's SHAC is available from the School Health Facilitator at (915) 877-7656.

Notification of upcoming SHAC meetings will be posted at each campus administrative office at least 72 hours before the meeting. . Notification of upcoming SHAC meetings, meeting minutes, and a recording of each meeting will be posted on the district website under the Student Support Services tab.

See **Consent to Human Sexuality Instruction** on page 8, **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 11, and policies BDF and EHAA. for more information.]

Student Wellness Policy/Wellness Plan (All Grade Levels)

To encourage healthy habits in our students, the district has developed a board-adopted wellness policy at FFA(LOCAL) and corresponding plans and procedures to implement it. For questions about the content or implementation of the district's wellness policy and plan, please contact:

Assistant Director of Human Resources
(915) 877-7428
7965 Artcraft
El Paso, TX. 79932

Homework (All Grade Levels)

Please refer to campus guidelines regarding homework policy.

Law Enforcement Agencies (All Grade Levels)

Questioning of Students

When law enforcement officers or other lawful authorities wish to question or interview a student at school, the principal will cooperate fully regarding the conditions of the interview, including without parental consent, if necessary, if it is part of a child abuse investigation. In other circumstances, the principal will:

- Verify and record the identity of the officer or other authority and ask for an explanation of the need to question the student at school.
- Ordinarily make reasonable efforts to notify the parents, unless the interviewer raises what the principal considers to be a valid objection.
- Ordinarily be present for the questioning or interview, unless the interviewer raises what the principal considers to be a valid objection.

Students Taken into Custody

State law requires the district to permit a student to be taken into legal custody:

- To comply with an order of the juvenile court.
- To comply with the laws of arrest.
- By a law enforcement officer if there is probable cause to believe the student has engaged in delinquent conduct or conduct in need of supervision.
- By a law enforcement officer to obtain fingerprints or photographs for comparison in an investigation.
- By a law enforcement officer to obtain fingerprints or photographs to establish a student's identity where the child may have engaged in conduct indicating a need for supervision, such as running away.
- By a probation officer if there is probable cause to believe the student has violated a condition of probation imposed by the juvenile court.
- By an authorized representative of Child Protective Services (CPS), Texas Department of Family and Protective Services (DFPS), a law enforcement officer, or a juvenile probation officer, without a court order, under the conditions set out in the Family Code relating to the student's physical health or safety.
- To comply with a properly issued directive from a juvenile court to take a student into custody.

Before a student is released to a legally authorized person, the principal will verify the person's identity and, to the best of his or her ability, will verify the person's authority to take custody of the student.

The principal will immediately notify the superintendent and will attempt to notify the parent, unless the legally authorized person raises what the principal considers to be a valid objection to notifying the parents. Because the principal does not have the authority to prevent or delay a student's release to a legally authorized person, any notification will most likely be after the fact.

Notification of Law Violations

The district is required by state law to notify:

- All instructional and support personnel who have responsibility for supervising a student who has been taken into custody, arrested, or referred to the juvenile court for any felony offense or for certain misdemeanors.
- All instructional and support personnel who have regular contact with a student who has been convicted, received deferred prosecution, received deferred adjudication, or was adjudicated for delinquent conduct for any felony offense or certain misdemeanors that occur in school, on school property, or at a school-sponsored or school-related activity on or off school property. These personnel will also be notified if the principal has reasonable grounds to believe the student has engaged in certain conduct.
- All appropriate district personnel regarding a student who is required to register as a sex offender.

[See policy GRAA(LEGAL) for more information.]

Leaving Campus (All Grade Levels)

Remember that student attendance is crucial. Appointments should be scheduled outside of school hours if possible. Except for extenuating circumstances, students will not regularly be released before the end of the school day.

State rules require parental consent before any student leaves campus for any part of the school day.

For students in elementary and middle school, a parent or authorized adult must come to the office and show identification to sign the student out. A campus representative will ask the student to report to the office. For safety purposes and stability of the learning environment, we cannot allow any unescorted adult to go to the classroom or other area to pick up the student. If the student returns to campus the same day, the parent or authorized adult must sign the student back in through the main office upon the student's return. Documentation regarding the reason for the absence will also be required.

The same process applies to students in high school if a parent picks the student up from campus. If the student's parent authorizes the student to leave campus unaccompanied, a note provided by the parent must be submitted to the main office no later than two hours prior to the student's need to leave campus. A phone call from the parent may be accepted, but the school may ultimately require a note for documentation purposes. The student must sign out through the main office and sign in upon his or her return if the student returns the same day.

If a student becomes ill during the school day and the school nurse or other district personnel determines that the student should go home, the nurse will contact the student's parent and document the parent's wishes regarding release from school.

Unless the parent directs district personnel to release the student unaccompanied, the parent or other authorized adult must follow the sign-out procedures listed above. If a student is permitted by his or her parent to leave campus unaccompanied, the nurse will document the time of day the student was released. Under no circumstances will a student in elementary or middle school be released unaccompanied.

If a student is 18 years of age or is an emancipated minor, the student may sign him- or herself out of school. Documentation regarding the reason for the absence will be required.

During Lunch

Elementary and middle schools are closed campuses, and no students are allowed to leave for lunch without a parent or guardian that has provided proper identification to the front office and has signed out the student. Doing so will result in disciplinary action in accordance with the student code of conduct.

Juniors and seniors and Canutillo High School will be allowed to leave campus during their scheduled lunch period. Students who abuse this privilege will receive disciplinary consequences in accordance with the student code of conduct.

At Any Other Time during the School Day

Students are not authorized to leave campus during regular school hours for any other reason, except with the permission of the principal.

Students who leave campus in violation of these rules will be subject to disciplinary action in accordance with the Student Code of Conduct.

Lost and Found (All Grade Levels)

A lost and found collection box is located in the campus office. A student who loses an item should check the lost and found box. The district discourages bringing personal items of high monetary value to school, as the district is not responsible for lost or stolen items. The campus will dispose of lost and found items at the end of each semester.

Makeup Work

Makeup Work Because of Absence (All Grade Levels)

A teacher may assign makeup work to a student who misses class based on instructional objectives and the needs of the student in mastering the essential knowledge and skills or meeting subject or course requirements.

The student will be responsible for obtaining and completing the makeup work within the time specified by the teacher. A student who does not make up assigned work within the time allotted by the teacher will receive a grade of zero for the assignment.

The student is encouraged to speak with his or her teacher if the student knows of an absence ahead of time so that the teacher and student may plan any makeup work. Please remember the importance of student attendance at school. With limited exceptions, all absences count for the 90 percent threshold set in state law regarding attendance for credit or final grade. [See **Attendance for Credit or Final Grade** on page 32.]

A student involved in an extracurricular activity must notify his or her teachers ahead of time about any absences.

A student will be permitted to make up tests and turn in projects due in any class missed because of absence. Teachers may assign a late penalty to any long-term project in accordance with timelines approved by the principal and previously communicated to students.

DAEP Makeup Work

Middle School and Grades 9–12

If a middle or high school student is enrolled in a foundation curriculum course at the time of removal to a disciplinary alternative education program (DAEP), he or she will have an opportunity to complete the course before the beginning of the next school year. The district

may provide the opportunity to complete the course through an alternative method, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district. [See policy FOCA(LEGAL) for more information.]

In-School Suspension (ISS) and Out-of-School Suspension (OSS) Makeup Work (All Grade Levels)

Alternative Means to Receive Coursework

While a student is in ISS or OSS, the district will provide the student with all course work for the student's foundation curriculum classes that the student misses as a result of the suspension.

Opportunity to Complete Courses

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district. [See policy FO(LEGAL) for more information.]

Nondiscrimination Statement (All Grade Levels)

In its efforts to promote nondiscrimination and as required by law, the district does not discriminate on the basis of race, religion, color, national origin, gender, sex, age, disability, or any other basis prohibited by law in providing education services, activities, and programs, including Career and Technical Education (CTE) programs. The district provides equal access to the Boy Scouts and other designated youth groups.

In accordance with Title IX, the district does not and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends employment. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator (see below), to the Assistant Secretary for Civil Rights of the Department of Education, or both.

Other federal laws that prohibit discrimination include Title VI, Section 504, the Age Discrimination Act, the Boy Scouts Act, and Title II.

The district has designated and authorized the following employee as the Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, stalking, or gender-based harassment:

*Chief Human Resources Officer
(915) 877-7423
7965 Artcraft
El Paso, TX. 79932*

Reports can be made at any time and by any person, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon the district receiving notice or an allegation of sex-based harassment, the Title IX Coordinator will promptly respond in accordance with the process described at FFH(LOCAL).

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The following district representatives have been designated to address concerns or inquiries about other kinds of discrimination:

- For concerns regarding discrimination on the basis of disability, see the ADA/Section 504 Coordinator:

Director of Special Education
(915) 877-7450
7965 Artcraft
El Paso, TX. 79932

- For all other concerns regarding discrimination, see the superintendent:

Superintendent of Schools
(915) 877-7444
7965 Artcraft
El Paso, TX. 79932

[See policies FB, FFH, and GKD for more information.]

Nontraditional Academic Programs (All Grade Levels)

Please call the Director of Student and Community Support for information on these programs at (915) 877-7650.

Parent and Family Engagement (All Grade Levels)

Working Together

Experience and research tell us that a child succeeds in education with good communication and a strong partnership between home and school. A parent's involvement and engagement in this partnership may include:

- Encouraging your child to put a high priority on education and working with your child every day to make the most of the educational opportunities the school provides.
- Ensuring that your child completes all homework assignments and special projects and comes to school each day prepared, rested, and ready to learn.
- Becoming familiar with all your child's school activities and with the academic programs, including special programs, offered in the district.
- Discussing with the school counselor or principal any questions you may have about the options and opportunities available to your child.
- Reviewing the requirements and options for graduation with your child in middle school and again while your child is enrolled in high school.
- Monitoring your child's academic progress and contacting teachers as needed. [See **Academic Counseling** on page 44.]
- Attending scheduled conferences and requesting additional conferences as needed. To schedule a telephone or in-person conference with a teacher, school counselor, or principal,

please call the school office at for an appointment. The teacher will usually return your call or meet with you during his or her conference period or before or after school. [See **Report Cards/Progress Reports and Conferences** on page 80.]

- Becoming a school volunteer. [See **Volunteers** on page 93 and policy GKG for more information.]
- Participating in campus parent organizations. Parents are encouraged to inquire about which organizations exist on each campus.
- Serving as a parent representative on the district-level or campus-level planning committees that develop educational goals and plans to improve student achievement. For more information, see policies BQA and BQB and contact:

The Public Information Office
(915) 877-7481
7965 Artcraft
El Paso, TX. 79932

- Serving on the School Health Advisory Council (SHAC) and assisting the district in aligning local community values with health education instruction, human sexuality instruction, instruction on prevention of child abuse, family violence, dating violence, and sex trafficking, and other wellness issues. [See **School Health Advisory Council (SHAC)** on page 70 and policies BDF, EHAA, FFA for more information.]
- Being aware of the school's ongoing bullying and harassment prevention efforts.
- Contacting school officials if you are concerned with your child's emotional or mental well-being.
- Attending board meetings to learn more about district operations. Regular board meetings are held on the third Tuesday of each month at 5:30 p.m. at the Central Administration Building at 7965 Artcraft. An agenda for a regular or special meeting is posted no later than 72 hours before each meeting at Central Office and online at www.canutillo-isd.org. [See policies BE and BED for more information.]

Parking and Parking Permits (Secondary Grade Levels Only)

A student must present a valid driver's license and proof of insurance to be eligible for a parking permit.

Students must request a parking permit to park in a school parking lot. So long as space is available, parking permits may be issued throughout the year.

Students will not be permitted to:

- Speed.
- Double-park.
- Park across a white or yellow line.
- Park in a fire lane.
- Sit in parked cars during school hours.

Students may be subject to disciplinary action for violation of these rules. The district may tow cars that are parked in violation of these rules.

Pledges of Allegiance and a Minute of Silence (All Grade Levels)

Each school day, students will recite the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. Parents may submit a written request to the principal to excuse their child from reciting a pledge. [See **Reciting the Pledges to the U.S. and Texas Flags** on page 17.]

State law requires that one minute of silence follow recitation of the pledges. Each student may choose to reflect, pray, meditate, or engage in any other silent activity during that minute so long as the silent activity does not interfere with or distract others.

In addition, state law requires that each campus provide for the observance of one minute of silence in remembrance of those who lost their lives on September 11, 2001, at the beginning of the first class period when September 11 falls on a regular school day.

[See policy EC for more information.]

Prayer (All Grade Levels)

Each student has a right to pray individually, voluntarily, and silently or to meditate in school in a manner that does not disrupt school activities. The school will not encourage, require, or coerce a student to engage in or refrain from such prayer or meditation during any school activity.

Promotion and Retention

A student will be promoted only on the basis of academic achievement or proficiency. In making promotion decisions, the district will consider:

- Teacher recommendation,
- Grades,
- Scores on criterion-referenced or state-mandated assessments, and
- Any other necessary academic information as determined by the district.

Prekindergarten - Grade 3

A parent may request in writing that a student repeat prekindergarten, kindergarten, or grade 1, 2, or 3. Before granting the request, the district may convene a retention committee to meet and discuss the request and will invite the parent to participate.

Elementary and Middle/Junior High Grade Levels

In grades 1-8, a student will be promoted only on the basis of academic achievement or demonstrated proficiency in the subject matter of the course or grade level, the recommendation of the student's teacher, the score received on any criterion-referenced or state-mandated assessment, and any other necessary academic information as determined by the district.

Before granting the request, the district may convene a retention committee to meet and discuss the request and will invite the parent to participate. [*refer to your EIE(LOCAL) and include promotion standards for the respective grade levels here*].

High School Grade Levels

To earn credit in a course, a student must receive a grade of at least 70 based on course-level standards.

A student in grades 9–12 will be advanced a grade level based on the number of course credits earned. [See **Grade-Level Classification** on page 56.]

Students will also have multiple opportunities to retake EOC assessments. [See **Graduation** on page 57 and **Standardized Testing** on page 86.]

Release of Students from School

[See **Leaving Campus** on page 74.]

Remote Instruction

The district may offer remote instruction in accordance with TEA guidelines.

All district policies, procedures, guidelines, rules, and other expectations of student behavior will be enforced as applicable in a remote or virtual learning environment.

Report Cards/Progress Reports and Conferences (All Grade Levels)

Report cards with each student's performance and absences in each class or subject are issued at least once every 9 weeks.

During the fourth week of a nine-week grading period], parents will receive a progress report if their child's performance [choose **ONE**: in any course/subject area is near or below 70 or is below the expected level of performance. If a student receives a grade lower than 70 in any class or subject at the end of a grading period, the parent will be asked to schedule a conference with the teacher. [See **Working Together** on page 77 for how to schedule a conference.]

Teachers follow grading guidelines that have been approved by the principal pursuant to the board-adopted policy. Grading guidelines are designed to reflect each student's relative mastery of each assignment. State law provides that a test or course grade issued by a teacher cannot be changed unless the board determines that the grade was arbitrary or contains an error, or that the teacher did not follow the district's grading policy. [See **Grading Guidelines** on page 57 and policy EIA(LOCAL) for more information.]

Questions about grade calculation should first be discussed with the teacher. If the question is not resolved, the student or parent may request a conference with the principal in accordance with FNG(LOCAL).

The report card or unsatisfactory progress report will state whether tutorials are required for a student who receives a grade lower than 70.

Report cards and unsatisfactory progress reports must be signed by the parent and returned to the school within 3 days. The district may communicate academic information about a student electronically, including for progress reporting purposes. An electronic signature will be accepted by the district, but parents are entitled to request a handwritten signature of acknowledgment instead.

Retaliation

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 47.]

Safety (All Grade Levels)

Student safety on campus, at school-related events, and in district vehicles is a high priority of the district. The cooperation of students is essential to ensuring school safety. A student is expected to:

- Avoid conduct that is likely to put the student or others at risk.
- Follow all behavioral standards in this handbook and the Student Code of Conduct or set by district employees.
- Remain alert to any safety hazards, such as intruders on campus or threats made by any person toward a student or staff member, and promptly report any incidents to a district employee. A student may make anonymous reports about safety concerns by using the district hotline on the district's website www.canutillo-isd.org.
- Know emergency evacuation routes and signals.
- Follow immediately the instructions of teachers, bus drivers, and other district employees who are overseeing the welfare of students.

Accident Insurance

Soon after the school year begins, parents will have the opportunity to purchase low-cost accident insurance that would help meet medical expenses in the event of injury to their child.

Insurance for Career and Technical Education (CTE) Programs

The district may purchase accident, liability, or automobile insurance coverage for students and businesses involved in the district's CTE programs.

Preparedness Drills: Evacuation, Severe Weather, and Other Emergencies

Periodically, the school will conduct preparedness drills of emergency procedures. When the command is given or alarm is sounded, students need to follow the direction of teachers or others in charge quickly, quietly, and in an orderly manner.

Preparedness Training: CPR and Stop the Bleed

The district will annually offer instruction in CPR at least once to students enrolled in grades 7–12. The instruction can be provided as part of any course and is not required to result in CPR certification.

The district will annually offer students in grades 7–12 instruction on the use of bleeding control stations to respond to traumatic injury. For more information, see:

- [Homeland Security's Stop the Bleed \(https://www.dhs.gov/stopthebleed\)](https://www.dhs.gov/stopthebleed)
- [Stop the Bleed Texas \(https://stopthebleedtexas.org/\)](https://stopthebleedtexas.org/)

Emergency Medical Treatment and Information

All parents are asked each year to complete a medical care authorization form, providing written parental consent to obtain emergency treatment and information about allergies to medications or drugs. Parents should contact the school nurse to update emergency care information (name of doctor, emergency phone numbers, allergies, and the like).

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The district may consent to medical treatment, which includes dental treatment, if necessary, for a student if:

- The district has received written authorization from a person having the right to consent;
- That person cannot be contacted; and
- That person has not given the district actual notice to the contrary.

The emergency care authorization form will be used by the district when a student's parent or authorized designee cannot be contacted. A student may provide consent if authorized by law or court order.

Regardless of parental authorization for the district to consent to medical treatment, district employees will contact emergency medical services to provide emergency care when required by law or when deemed necessary, such as to avoid a life-threatening situation.

Emergency School Closing Information

Each year, parents are asked to complete an emergency release form to provide contact information in the event that the district needs to notify parents of early dismissal, delayed opening, or restricted access to a campus because of severe weather, a security threat, or another emergency cause.

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. It is crucial to notify your child's school when a phone number changes. State law requires parents to update contact information within two weeks after the date the information changes.

If the campus must close, delay opening, or restrict access to the building because of an emergency, the district will also alert the community in the following ways: district wide callout and text message system, district website, social media and by sending alerts to local news sources.

[See **Automated Emergency Communications** on page 41.]

SAT, ACT, and Other Standardized Tests

[See **Standardized Testing** on page 86.]

Schedule Changes (Middle/Junior High and High School Grade Levels)

Please contact campus school counselors for information on schedule changes.

School Facilities

Asbestos Management Plan (All Grade Levels)

The district works diligently to maintain compliance with federal and state law governing asbestos in school buildings. A copy of the district's asbestos management plan is available in the central administrative office. If you have any questions or would like to examine the district's plan in more detail, please contact the district's designated asbestos coordinator:

Executive Director of Facilities
(915) 877-7746
7710 Cap Carter RD
Vinton, Texas 79821

Food and Nutrition Services (All Grade Levels)

The district participates in the School Breakfast Program and National School Lunch Program and offers students nutritionally balanced meals daily in accordance with standards set forth in state and federal law.

Some students are eligible for free and reduced-price meals based on financial need. Information about a student's participation is confidential. The district may share information such as a student's name and eligibility status to help enroll eligible children in Medicaid or the state children's health insurance program (CHIP) unless the student's parent requests the student's information not be disclosed.

Participating students will be offered the same meal options as their peers and will not be treated differently from their peers.

To apply for free or reduced-price meal services, contact:

Director of Child Nutrition
(915) 877-7452
7965 Artcraft
El Paso, TX. 79932

[See policy CO for more information.]

Parents should continually monitor their child's meal account balance. When a student's meal account is depleted, the district will notify the parent. The student may continue to purchase meals according to the grace period set by the school board. The district will present the parent with a schedule of repayment for any outstanding account balance and an application for free or reduced meals.

If the district is unable to work out an agreement with the student's parent on replenishment of the meal account and payment of any outstanding balance, the student will receive a meal. The district will make every effort to avoid bringing attention to the student.

Vending Machines (All Grade Levels)

The district has adopted and implemented the state and federal policies for food service, including guidelines to restrict student access to vending machines. For more information regarding these policies and guidelines, see the principal. [See policy FFA for more information.]

Pest Management Plan (All Grade Levels)

The district is required to follow integrated pest management (IPM) procedures to control pests on school grounds. Although the district strives to use the safest and most effective methods to manage pests, including a variety of non-chemical control measures, periodic indoor and outdoor pesticide use is sometimes necessary to ensure a safe, pest-free school environment.

All pesticides used are registered for their intended use by the U.S. Environmental Protection Agency and are applied only by certified pesticide applicators. Except in an emergency, signs will be posted 48 hours before indoor application. All outdoor applications will be posted at the time of treatment, and signs will remain until it is safe to enter the area.

Parents who have questions or who want to be notified of the times and types of applications prior to pesticide application inside their child's school assignment area may contact the district's IPM coordinator:

Executive Director of Facilities

(915) 877-7746
7710 Cap Carter RD
Vinton, Texas 79821

Conduct Before and After School (All Grade Levels)

Teachers and administrators have full authority over student conduct at before- or after-school activities. Whether a school activity is on or off district premises, students must follow the same rules of conduct that apply during the instructional day. Misbehavior will be subject to consequences established by the Student Code of Conduct or any stricter standards of behavior established by the sponsor for extracurricular participants.

Library (All Grade Levels)

Please contact your school's front office for Library opening and closing times. The library is open for independent student use during class time with a teacher's pass

Use of Hallways during Class Time (All Grade Levels)

During class times, loitering or standing in the halls is not permitted, and a student must have a hall pass to be outside the classroom for any purpose. Failure to obtain a pass will result in disciplinary action in accordance with the Student Code of Conduct.

Use by Students Before and After School (All Grade Levels)

Certain areas of the school will be accessible to students before and after school for specific purposes. Students are required to remain in the area where their activity is scheduled to take place.

For a list of areas open to students before school, please contact your child's school.

Unless the teacher or sponsor overseeing an activity gives permission, a student will not be permitted to go to another area of the building or campus.

Students must leave campus immediately after dismissal of school in the afternoon, unless the student is involved in an activity under the supervision of a teacher or other authorized employee or adult.

Meetings of Noncurriculum-Related Groups (Secondary Grade Levels Only)

Student-organized, student-led noncurriculum-related groups are permitted to meet during the hours designated by the principal before and after school. These groups must comply with the requirements of policy FNAB(LOCAL).

A list of these groups is available in the principal's office.

School-Sponsored Field Trips (All Grade Levels)

The district periodically takes students on field trips for educational purposes.

A parent must provide permission for a student to participate in a field trip.

The district may ask the parent to provide information about a student's medical provider and insurance coverage and may also ask the parent to sign a waiver allowing for emergency medical treatment in the case of a student accident or illness during the field trip.

The district may require a fee for student participation in a field trip that is not required as part of a basic educational program or course to cover expenses such as transportation, admission,

and meals; however, a student will not be denied participation because of financial need. See **Fees (All Grade Levels)** on page 55 for more information.

The district is not responsible for refunding fees paid directly to a third-party vendor.

Searches

Searches in General (All Grade Levels)

In the interest of promoting student safety and drug-free schools, district officials may occasionally conduct searches.

District officials may search students, their belongings, and their vehicles in accordance with law and district policy. Searches of students will be conducted without discrimination, based on, for example, reasonable suspicion or voluntary consent or pursuant to district policy providing for suspicionless security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on district property.

If there is reasonable suspicion to believe that searching a student's person, belongings, or vehicle will reveal evidence of a violation of the Student Code of Conduct, a district official may conduct a search in accordance with law and district regulations.

District Property (All Grade Levels)

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice. Students have no expectation of privacy in district property.

Students are responsible for any item found in district property provided to the student that is prohibited by law, district policy, or the Student Code of Conduct.

Metal Detectors (All Grade Levels)

To maintain a safe and disciplined learning environment, the district reserves the right to subject students to metal detector searches when entering a district campus and at off-campus, school-sponsored activities.

Telecommunications and Other Electronic Devices (All Grade Levels)

Use of district-owned equipment and its network systems is not private and will be monitored by the district. [See policy CQ for more information.]

Any searches of personal electronic devices will be conducted in accordance with law, and the device may be confiscated to perform a lawful search. A confiscated device may be turned over to law enforcement to determine whether a crime has been committed.

[See **Electronic Devices and Technology Resources** on page 52 and policy FNF(LEGAL) for more information.]

Trained Dogs (All Grade Levels)

The district may use trained dogs to screen for concealed, prohibited items, including drugs and alcohol. Screenings conducted by trained dogs will not be announced in advance. The dogs will not be used with students, but students may be asked to leave personal belongings in an area

that is going to be screened, such as a classroom, a locker, or a vehicle. If a dog alerts to an item or an area, it may be searched by district officials.

Drug Testing (Secondary Grade Levels Only)

[See **Steroids** on page 67.]

Vehicles on Campus (Secondary Grade Levels Only)

If a vehicle subject to search is locked, the student will be asked to unlock the vehicle. If the student refuses, the district will contact the student's parents. If the parents also refuse to permit the vehicle to be searched, the district may turn the matter over to law enforcement. The district may contact law enforcement even if permission to search is granted.

Sexual Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 47.]

Special Programs (All Grade Levels)

The district provides special programs for gifted and talented students, students who are homeless, students in foster care, bilingual students, migrant students, English learners, students diagnosed with dyslexia, and students with disabilities. The coordinator of each program can answer questions about eligibility requirements, as well as programs and services offered in the district or by other organizations. A student or parent with questions about these programs should contact the school counselor or the campus instructional coach.

The Texas State Library and Archives Commission's [Talking Book Program](https://www.tsl.texas.gov/tbp/index.html) (<https://www.tsl.texas.gov/tbp/index.html>) provides audiobooks free of charge to qualifying Texans, including students with visual, physical, or reading disabilities such as dyslexia.

Standardized Testing

Secondary Grade Levels

SAT/ACT (Scholastic Aptitude Test and American College Test)

Many colleges require either the American College Test (ACT) or the Scholastic Aptitude Test (SAT) for admission. These assessments are usually taken at the end of the junior year. Students are encouraged to talk with the school counselor early during their junior year to learn about these assessments and determine the appropriate examination to take. The Preliminary SAT (PSAT) and ACT-Aspire are the corresponding preparatory and readiness assessments for the SAT and ACT.

Note: These assessments may qualify a student to receive a performance acknowledgment on the student's transcript under the foundation graduation program and may qualify as a substitute for an end-of-course testing requirement in certain circumstances. A student's performance at a certain level on the SAT or ACT also makes the student eligible for automatic admission to a Texas public institution of higher education.

TSI (Texas Success Initiative) Assessment

Prior to enrollment in a Texas public college or university, most students must take a standardized test called the Texas Success Initiative (TSI) assessment. The TSI assesses the reading, mathematics, and writing skills that first-year students need to perform effectively as undergraduates in Texas public colleges and universities. This assessment may also be required before a student enrolls in a dual credit course offered through the district. Achieving

certain benchmark scores on this assessment may also waive certain end-of-course assessment requirements in limited circumstances.

STAAR (State of Texas Assessments of Academic Readiness)

Grades 3–8

In addition to routine tests and other measures of achievement, students at certain grade levels are required to take the state assessment, called STAAR, in the following subjects:

- Mathematics, annually in grades 3–8
- Reading, annually in grades 3–8
- Science in grades 5 and 8
- Social Studies in grade 8

STAAR Alternate 2 is available for eligible students receiving special education services who meet certain state-established criteria as determined by the student's ARD committee.

STAAR Spanish is available for eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

Failure to Perform Satisfactorily on STAAR Reading or Math

If a student in grades 3–8 does not perform satisfactorily on the state assessment, the district will provide accelerated instruction for the student. A student who does not attend accelerated instruction may violate school attendance requirements.

For a student who does not perform satisfactorily on the math or reading assessment in grades 3, 5, or 8, the district will establish an accelerated learning committee (ALC), which includes the student's parent, to develop an educational plan for accelerated instruction to enable the student to perform at the appropriate grade level by the conclusion of the next school year. The district will document the educational plan in writing and provide a copy to the student's parent.

The parent of a student in grades 3, 5, or 8 who fails to perform satisfactorily on the math or reading assessment may:

- Request that the district consider assigning the student to a particular classroom teacher in the applicable subject area, if more than one classroom teacher is available.
- File a grievance or complaint regarding the content or implementation of the ALC's educational plan. See **Complaints and Concerns (All Grade Levels)** on page 42 and FNG(LOCAL).

Standardized Testing for a Student Enrolled Above Grade Level

If a student in grades 3–8 is enrolled in a class or course intended for students above his or her current grade level in which the student will be administered a state-mandated assessment, the student will be required to take an applicable state-mandated assessment only for the course in which he or she is enrolled, unless otherwise required to do so by federal law.

A student in grades 3–8 shall be assessed at least once in high school with the ACT or the SAT if the student completes the high school end-of-course assessments in mathematics, reading/language arts, or science prior to high school.

Standardized Testing for a Student in Special Programs

Certain students—some with disabilities and some classified as English learners—may be eligible for exemptions, accommodations, or deferred testing. For more information, see the principal, school counselor, or special education director.

Personal Graduation Plans - Middle or Junior High School Students

For a middle-school student who does not perform satisfactorily on a state-mandated examination, a school official will prepare a personal graduation plan (PGP).

School officials will also develop a PGP for a middle-school student who is determined by the district to be unlikely to earn a high school diploma within five years of high school enrollment.

The plan will, among other items;

- Identify the student’s educational goals,
- Address the parent’s educational expectations for the student, and
- Outline an intensive instruction program for the student.

[See the school counselor and policy EIF(LEGAL) for more information.]

For a student receiving special education services, the student’s IEP may serve as the student’s PGP and would therefore be developed by the student’s ARD committee.

[See **Personal Graduation Plans** on page 61 for information related to the development of personal graduation plans for high school students.]

High School Courses End-of-Course (EOC) Assessments

STAAR end-of-course (EOC) assessments are administered for the following courses:

- Algebra I
- English I and English II
- Biology
- U.S. History

Satisfactory performance on the applicable assessments is required for graduation, unless waived or substituted as allowed by state law and rules.

There are three testing windows during the year in which a student may take an EOC assessment. The windows occur in the fall, spring, and summer months. If a student does not meet satisfactory performance, the student will have opportunities to retake the assessment.

STAAR Alternate 2 is available for eligible students receiving special education services who meet certain criteria established by the state as determined by the student’s ARD committee.

An admission, review, and dismissal (ARD) committee for a student receiving special education services will determine whether successful performance on the EOC assessments will be required for graduation within the parameters identified in state rules and the student’s personal graduation plan (PGP).

[See **Graduation** on page 57.]

Failure to Perform Satisfactorily on an EOC

If a student does not perform satisfactorily on an EOC, the district will provide accelerated instruction.

Failure of a student to attend accelerated instruction may result in violations of required school attendance.

Students in Foster Care (All Grade Levels)

In an effort to provide educational stability, the district will provide enrollment and registration assistance, as well as other educational services throughout the student's enrollment, to any student who is currently placed or newly placed in foster care (temporary or permanent custody of the state, sometimes referred to as substitute care).

If you have questions, please contact the district's foster care liaison:

*At Risk Case Manager
(915) 877-7654
Lone Star Building
7000 Fifth Street
Canutillo, Texas 79835*

[See **A Student in the Conservatorship of the State (Foster Care)** on page 23.]

Students Who are Homeless (All Grade Levels)

A parent is encouraged to inform the district if his or her child is experiencing homelessness. District staff can share resources that may be able to assist families.

For more information on services for students who are homeless, contact the district's homeless education liaison:

*At Risk Case Manager
(915) 877-7654
Lone Star Building
7000 Fifth Street
Canutillo, Texas 79835*

[See **A Student Who is Homeless** on page 24.]

Student Speakers (All Grade Levels)

The district provides students the opportunity to introduce the following school events: high school athletic events, high school special events such as Veteran's Day presentation and talent shows, and high school assemblies and pep rallies. If a student meets the eligibility criteria and wishes to introduce one of the school events listed above, the student should submit his or her name in accordance with policy FNA(LOCAL).

[See **Graduation** on page 57 for information related to student speakers at graduation ceremonies and policy FNA(LOCAL) regarding other speaking opportunities.]

Summer School (All Grade Levels)

Summer school programs are overseen by the Executive Director of Curriculum and Instruction. For information regarding programs offered and start and end dates, please call the Curriculum and Instruction office at (915)877-7440.

Tardies (All Grade Levels)

A student who is more than five minutes tardy to class may be assigned to detention hall or given another appropriate consequence.

Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials (All Grade Levels)

Instructional materials are any resources used in classroom instruction as part of the required curriculum, such as textbooks, workbooks, computer software, or online services.

The district selects instructional materials in accordance with state law and policy EFA.

The district provides approved instructional materials to students free of charge for each subject or class. Students must treat instructional materials with care, as directed by the teacher.

If a student needs a graphing calculator for a course and the district does not provide one, the student may use a calculator application with graphing capabilities on a phone, laptop, tablet, or other computing device.

A student who is issued a damaged item should report the damage to the teacher.

Any student who does not return an item or returns an item in an unacceptable condition loses the right to free textbooks and technological equipment until the item is returned or the damage is paid for by the parent. However, the student will be provided the necessary instructional resources and equipment for use at school during the school day.

For information on library books and other resources students may access voluntarily, see **Library (All Grade Levels)** on page 84.

Transfers (All Grade Levels)

The principal is authorized to transfer a student from one classroom to another.

The superintendent is authorized to investigate and approve transfers between schools.

[See **Safety Transfers/Assignments** on page 23, **Bullying** on page 34, and **A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services** on page 25, for other transfer options.]

Transportation (All Grade Levels)

School-Sponsored Trips

Students who participate in school-sponsored trips are required to use school-provided transportation to and from the event. However, in accordance with campus procedures, a parent may provide written consent for his or her child to ride with or be released after the event to the parent or another adult designated by the parent. [See **School-Sponsored Field Trips** on page 84.]

Buses and Other School Vehicles

The district makes school bus transportation available to all students living two or more miles from school and to any students who are experiencing homelessness. This service is provided at no cost to students.

Bus routes and stops will be designated annually. Any subsequent changes will be posted at the school and on the district's website. For the safety of the driver and all passengers, students

Canutillo ISD Student Handbook

must board district vehicles only at authorized stops and drivers must unload passengers only at authorized stops.

The district has identified the following areas where hazardous traffic conditions and/or a high risk of violence exist for students who live within two miles of the campus. *Please refer to the school bus rider handbook.*

Because students in these areas might encounter hazardous traffic conditions or be subject to a high risk of violence when walking to and from school, the district will provide transportation to these students. For additional information, please contact the Director of Transportation at (915) 877-7735.

A parent may designate a child-care facility or grandparent's residence as the regular pickup and drop-off location for his or her child. The designated location must be an approved stop on an approved route. For information on bus routes and stops or to designate an alternate pickup or drop-off location, contact the Director of Transportation at (915) 877-7735. [See the Student Code of Conduct for provisions regarding transportation to the DAEP.]

Students are expected to assist district staff in ensuring that buses and other district vehicles are clean and safe. When riding in district vehicles, students are held to behavioral standards established in this handbook and the Student Code of Conduct. Students must:

- Follow the driver's directions at all times.
- Enter and leave the vehicle in an orderly manner at the designated stop.
- Keep feet, books, instrument cases, and other objects out of the aisle.
- Not deface the vehicle or its equipment.
- Not put head, hands, arms, or legs out of the window, hold any object out of the window, or throw objects within or out of the vehicle.
- Not possess or use any form of tobacco or e-cigarettes in any district vehicle.
- Observe all usual classroom rules.
- Be seated while the vehicle is moving.
- Fasten their seat belts, if available.
- Wait for the driver's signal upon leaving the vehicle and before crossing in front of the vehicle.
- Follow any other rules established by the operator of the vehicle.

Misconduct will be punished in accordance with the Student Code of Conduct, including loss of the privilege to ride in a district vehicle.

[See the Student Code of Conduct for provisions regarding transportation to the DAEP.]

Vandalism (All Grade Levels)

Littering, defacing, or damaging school property is not tolerated. Students will be required to pay for damages they cause and will be subject to criminal proceedings as well as disciplinary consequences in accordance with the Student Code of Conduct.

Video Cameras (All Grade Levels)

For safety purposes, the district uses video and audio recording equipment to monitor student behavior, including on buses and in common areas on campus. Students will not be told when the equipment is being used.

The principal will review the video and audio recordings as needed and document student misconduct. Discipline will be in accordance with the Student Code of Conduct.

In accordance with state law, a parent of a student who receives special education services, a staff member (as this term is defined by law), a principal or assistant principal, or the board may make a written request for the district to place video and audio recording equipment in certain self-contained special education classrooms. The district will provide notice before placing a video camera in a classroom or other setting in which a child receives special education services. For more information or to request the installation and operation of this equipment, contact the principal or the Director of Special Education that the district has designated to coordinate the implementation of and compliance with this law.

[See policy EHBAF(LOCAL) for more information.]

[See **Consent to Video or Audio Record a Student when Not Already Permitted by Law** on page 13 for video and other recording by parents or visitors to virtual or in-person classrooms.]

Visitors to the School (All Grade Levels)

General Visitors

Parents and others are welcome to visit district schools. For the safety of those within the school and to avoid disruption of instructional time, all visitors must first report to the main office and comply with all applicable district policies and procedures. All visitors should be prepared to show identification.

Individuals may visit classrooms or observe virtual instruction during instructional time only with approval of the principal and teacher. Visitors may not interfere with instruction or disrupt the normal school environment.

All visitors are expected to demonstrate the highest standards of courtesy and conduct. Disruptive behavior or violations of student privacy will not be permitted.

[See **Consent to Video or Audio Record a Student when Not Already Permitted by Law** on page 13 for video and other recording by parents or visitors to virtual or in-person classrooms.]

Unauthorized Persons

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

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

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL).

[See the Student Code of Conduct.]

Visitors Participating in Special Programs for Students

Business, Civic, and Youth Groups

The district may invite representatives from patriotic societies listed in Title 36 of the United States Code to present information to interested students about membership in the society.

Career Day

On Career Day, the district invites representatives from colleges and universities and other higher education institutions, prospective employers, and military recruiters to present information to interested students.

Volunteers (All Grade Levels)

The district invites and appreciates the efforts of volunteers who are willing to serve our district and students.

If you are interested in volunteering, please contact the school's parent liaison or the Human Resources Department at 915-877-7423 for more information and to complete an application.

Subject to exceptions in accordance with state law and district procedures, the district requires a state criminal history background check for each volunteer, including parents, guardians, or grandparents of a child enrolled in the district. The volunteer must pay all costs for the background check.

Voter Registration (Secondary Grade Levels Only)

A student who is eligible to vote in any local, state, or federal election may obtain a voter registration application at the main campus office.

Withdrawing from School (All Grade Levels)

To withdraw a student under age 18 from school, the parent or guardian must submit a written request to the principal specifying the reasons for withdrawal and the final day the student will be in attendance. Withdrawal forms are available from the principal's office.

A student who is age 18 or older, who is married, or who has been declared by a court to be an emancipated minor may withdraw without parental signature.

Please provide the school at least three days' notice of withdrawal so that records and documents may be prepared.

Glossary

Accelerated instruction, also referred to as supplemental instruction, is an intensive supplemental program designed to help an individual student acquire the knowledge and skills required at his or her grade level. It is required when a student does not meet the passing standard on a state-mandated assessment.

Accelerated learning committee (ALC) is a committee that must be established when a student does not perform satisfactorily on the math or reading assessment in grades 3, 5, or 8. The committee includes district personnel and the student's parent and develops an educational plan for accelerated instruction to enable the student to perform at the appropriate grade level by the end of the next school year.

ACT, or the American College Test, is one of the two most frequently used college or university admissions examinations. The test may be required for admission to certain colleges or universities.

ACT-Aspire is designed as a preparatory and readiness assessment for the ACT. This is usually taken by students in grade 10.

ARD stands for admission, review, and dismissal. The ARD committee convenes for each student who is identified as needing a full and individual evaluation for special education services. The eligible student and his or her parents are members of the committee.

Attendance review committee is responsible for reviewing a student's absences when the student's attendance drops below 90 percent, or in some cases 75 percent, of the days the class is offered. Under guidelines adopted by the board, the committee will determine whether there were extenuating circumstances for the absences and whether the student needs to complete certain conditions to master the course and regain credit or a final grade lost because of absences.

CPS stands for Child Protective Services.

DAEP stands for disciplinary alternative education program, a placement for students who have violated certain provisions of the Student Code of Conduct.

DFPS stands for the Texas Department of Family and Protective Services.

DPS stands for the Texas Department of Public Safety.

DSHS stands for the Texas Department of State Health Services.

ED stands for the U.S. Department of Education.

EOC (end-of-course) assessments are state-mandated and are part of the STAAR program. Successful performance on EOC assessments is required for graduation. These examinations will be given in English I, English II, Algebra I, Biology, and U.S. History.

ESSA is the federal Every Student Succeeds Act.

FERPA refers to the federal Family Educational Rights and Privacy Act, which grants specific privacy protections to student records. The law contains certain exceptions, such as for directory information, unless a student's parent or a student 18 years of age or older directs the school not to release directory information.

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IEP stands for individualized education program and is the written record prepared by the ARD committee for a student with disabilities who is eligible for special education services.

IGC is the individual graduation committee, formed in accordance with state law, to determine a student's eligibility to graduate when the student has failed to demonstrate satisfactory performance on no more than two of the required state assessments.

ISS refers to in-school suspension, a disciplinary technique for misconduct found in the Student Code of Conduct. Although different from out-of-school suspension and placement in a DAEP, ISS removes the student from the regular classroom.

PGP stands for personal graduation plan, which is required for high school students and for any student in middle school who fails a section on a state-mandated test or is identified by the district as not likely to earn a high school diploma before the fifth school year after he or she begins grade 9.

PSAT is the preparatory and readiness assessment for the SAT. It also serves as the basis for the awarding of National Merit Scholarships.

SAT refers to the Scholastic Aptitude Test, one of the two most frequently used college or university admissions examinations. The test may be required for admissions to certain colleges or universities.

SHAC stands for School Health Advisory Council, a group of at least five members, a majority of whom must be parents, appointed by the school board to help ensure that local community values and health issues are reflected in the district's health education instruction, as well as assist with other student and employee wellness issues.

Section 504 is the federal law that prohibits discrimination against a student with a disability, requiring schools to provide opportunities for equal services, programs, and participation in activities. Unless the student is determined to be eligible for special education services under the Individuals with Disabilities Education Act (IDEA), general education with appropriate instructional accommodations will be provided.

STAAR is the State of Texas Assessments of Academic Readiness, the state's system of standardized academic achievement assessments.

STAAR Alternate 2 is an alternative state-mandated assessment designed for students with severe cognitive disabilities receiving special education services who meet the participation requirements, as determined by the student's ARD committee.

STAAR Spanish is an alternative state-mandated assessment administered to eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

State-mandated assessments are required of students at certain grade levels and in specified subjects. Except under limited circumstances, students must pass the STAAR EOC assessments to graduate. Students have multiple opportunities to take the tests, if necessary, for graduation.

Student Code of Conduct is developed with the advice of the district-level committee and adopted by the board and identifies the circumstances, consistent with law, when a student may be removed from a classroom, campus, or district vehicle; sets out the conditions that authorize or require the principal or another administrator to place the student in a DAEP; and outlines

Canutillo ISD Student Handbook

conditions for out-of-school suspension and for expulsion. The Student Code of Conduct also addresses notice to the parent regarding a student's violation of one of its provisions.

TAC stands for the Texas Administrative Code.

TEA stands for the Texas Education Agency, which oversees primary and secondary public education in Texas.

TELPAS stands for the Texas English Language Proficiency Assessment System, which assesses the progress that English learners make in learning the English language and is administered for those who meet the participation requirements in kindergarten–grade 12.

TSI stands for the Texas Success Initiative, an assessment designed to measure the reading, mathematics, and writing skills that entering college-level freshmen students should have if they are to be successful in undergraduate programs in Texas public colleges and universities.

TXVSN stands for the Texas Virtual School Network, which provides online courses for Texas students to supplement the instructional programs of public school districts. Courses are taught by qualified instructors and are equivalent in rigor and scope to a course taught in a traditional classroom setting.

UIL refers to the University Interscholastic League, the statewide, voluntary nonprofit organization that oversees educational extracurricular academic, athletic, and music contests.

Appendix: Freedom from Bullying Policy

Note: School board policies may be revised at any time. For legal context and the most current copy of the local policy, visit www.canutillo-isd.org under Policies. Below is the text of Canutillo ISD's policy FFI(LOCAL) as of the date this handbook was finalized for this school year.

Student Welfare: Freedom from Bullying

Policy FFI(LOCAL) adopted on 11/14/2017

Note: This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyberbullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

- **Bullying Prohibited**

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

- **Retaliation**

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

- **False Claim**

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

- **Timely Reporting**

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

- **Reporting Procedures**

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report

Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.

Report Format

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

- **Notice of Report**

When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.

- **Prohibited Conduct**

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

- **Investigation of Report**

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

- **Concluding the Investigation**

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

- **Notice to Parents**

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

- **District Action**

Bullying

If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.

Discipline

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

Corrective Action

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.

Transfers

The principal or designee shall refer to FDB for transfer provisions.

Counseling

The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.

- **Confidentiality**

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.

- **Appeal**

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.

- **Records Retention**

Retention of records shall be in accordance with CPC(LOCAL).

- **Access to Policy and Procedures**

This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's

Canutillo ISD Student Handbook

website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

CANUTILLO A Premier District



2022-2023 **STUDENT** CODE OF CONDUCT

7965 Artcraft | El Paso, TX 79932
915.877.7400 | www.canutillo-isd.org
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If you have difficulty accessing the information in this document because of disability, please contact the Public Information Office at (915) 877-7401.

Canutillo Independent School District Student Code of Conduct

2021–22 School Year

If you have difficulty accessing the information in this document because of disability, please contact pio@canutillo-isd.org and (915) 877-7401.

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Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact pio@canutillo-isd.org (915) 877-7401.

Purpose

The Student Code of Conduct (“Code”) is the district’s response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems.

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

This Student Code of Conduct has been adopted by the Canutillo ISD Board of Trustees and developed with the advice of the district-level committee. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect during summer school and at all school-related events and activities outside the school year until an updated version adopted by the board becomes effective for the next school year.

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

Because the Student Code of Conduct is adopted by the district’s board of trustees, it has the force of policy; therefore, in case of conflict between the Code and the Student Handbook, the Code shall prevail.

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

School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

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

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at www.canutilloisd.org.

Threat Assessment and Safe and Supportive School Team

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

Searches

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

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

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

Reporting Crimes

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

Security Personnel

To ensure sufficient security and protection of students, staff, and property, the board employs police officers and security personnel. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL). The law enforcement duties of district security personnel are: assist with student supervision, traffic supervision, safety and security of each campus, training of staff, and any other duties that fall under legal scope of law enforcement.

“Parent” Defined

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

Participating in Graduation Activities

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

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

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

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

Unauthorized Persons

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

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

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

See **DAEP—Restrictions During Placement** on page 22, for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

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

Adhere to the requirements of the Student Code of Conduct. Chapter 37 requires the Code to include standards that schools expect from students. Modify the list to emphasize conduct the district would like to encourage.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 16, **DAEP Placement** on page 18, **Placement and/or Expulsion for Certain Offenses** on page 25, and **Expulsion** on page 28, certain offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed in that section on page 14.

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.

- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)
- Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- Knuckles;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes; and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cellular telephone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 18 and **Expulsion** on page 28 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct

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

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Cheat or copy the work of another.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code.

These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

Discipline Management Techniques

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

Students with Disabilities

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

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an ARD committee meeting has been held to review the conduct.

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

Techniques

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

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.

- Detention, including outside regular school hours.
- Sending the student to the office or other assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in individual student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 16.
- Placement in a DAEP, as specified in **DAEP** on page 18.
- Placement and/or expulsion in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 25.
- Expulsion, as specified in **Expulsion** on page 28.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

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

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.

- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

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

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy Online at the following address: www.canutillo-isd.org.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance.

Removal from the School Bus

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

Since the district's primary responsibility in transporting students in district vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the assistant principal may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

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

Routine Referral

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

Formal Removal

A teacher may also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach his or her class or with the student's classmates' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

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

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

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

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

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

Returning a Student to the Classroom

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder, the student may not be returned to the teacher's class without the teacher's consent.

When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

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

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

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

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

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

Process

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall advise the student of the alleged misconduct. The student shall have the opportunity to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

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

6. A student's status as homeless.

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

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP separately from those students who are not assigned to the program.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

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

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for the following conduct violations:

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any one of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Criminal mischief, not punishable as a felony.

- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.

- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator **may**, but is not required to, place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in **Expulsion** on page 28.) (See **glossary** for "under the influence.")
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 28.)
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.

- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 28.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 - The student receives deferred prosecution (see **glossary**),
 - A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 - The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or children or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the campus behavior coordinator.

Conference

When a student is removed from class for a DAEP offense, the campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and the teacher, in the case of a teacher removal.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,

4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, or
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

After the conference, if the student is placed in the DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in the DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The campus behavior coordinator shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who commit offenses requiring placement in a DAEP at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy Online at the following address: www.canutillo-isd.org.

Appeals shall begin at Level one with the campus principal. Level two appeals will be directed to Student Services or the Associate Superintendent's office.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's individualized education program (IEP) or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the placement in the program shall continue through graduation, and the student shall not be allowed to participate in the graduation ceremony and related graduation activities.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty, or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district. The district may place the student in the district's DAEP or a regular classroom setting.

A newly enrolled student with a DAEP placement from a district in another state shall be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this district, by state law, shall reduce the period of the placement so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the placement shall be in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the placement may be in DAEP or JJAEP for one semester or the placement may be in a regular classroom. The placement may not be in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Student

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a

student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress

toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 18)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See **glossary**)

Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for “under the influence.”)
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school’s real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student’s person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a) Public lewdness under Penal Code 21.07;
 - b) Indecent exposure under Penal Code 21.08;
 - c) Criminal mischief under Penal Code 28.03;
 - d) Hazing under Education Code 37.152; or
 - e) Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle, or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.)

Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
 - A location-restricted knife, as defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)

- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or children.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the campus behavior coordinator or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the campus behavior coordinator or other administrator may place the student in:

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

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and

3. An opportunity to question the witnesses called by the district at the hearing.
4. After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the Superintendent's designee the authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall hear statements made by the parties at the review and shall base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

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

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the campus principal or designee shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school.

However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student has violated the district's Code in a way that requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a) 65 years of age or older, or
 - b) A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as:

1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
 - a) Any vegetation, fence, or structure on open-space land; or
 - b) Any building, habitation, or vehicle:
 - 1) Knowing that it is within the limits of an incorporated city or town,
 - 2) Knowing that it is insured against damage or destruction,
 - 3) Knowing that it is subject to a mortgage or other security interest,
 - 4) Knowing that it is located on property belonging to another,
 - 5) Knowing that it has located within it property belonging to another, or
 - 6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
3. A crime that involves intentionally starting a fire or causing an explosion and in so doing:
 - a) Recklessly damages or destroys a building belonging to another, or
 - b) Recklessly causes another person to suffer bodily injury or death.

Assault is defined in part by Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and the student knowingly alters, damages, or

deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

Bullying is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, nightstick, mace, and tomahawk are in the same category.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular

or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;

2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm weapon; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Firearm silencer is defined by Penal Code 46.01 as any device designed, made, or adapted to muffle the report of a firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Section 37.001(b)(2) of the Education Code; or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a) Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b) Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c) Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury; and
 - d) Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

Hazing is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or

maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hit list is defined in Section 37.001(b)(3) of the Education Code as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including, but not limited to, clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including, but not limited, to an automobile, truck, motorcycle, or bicycle; telecommunications or electronic devices; or any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
 - a) An explosive weapon;
 - b) A machine gun;
 - c) A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device;
6. An improvised explosive device; or
7. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Article 15.27 of the Code of Criminal Procedure.

Self-defense is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;

3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a) Public lewdness under Penal Code 21.07;
 - b) Indecent exposure under Penal Code 21.08;
 - c) Criminal mischief under Penal Code 28.03;
 - d) Hazing under Education Code 37.152; or
 - e) Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete school work as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02, – .05;

- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05 – .06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or children under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

[See FOC(EXHIBIT).]

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person’s physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student “under the influence” need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one’s body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

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OFFICE OF THE ASSOCIATE SUPERINTENDENT

CANUTILLO A Premier District

To: Board of Trustees and Superintendent Galaviz
From: Dr. Debra Kerney, Associate Superintendent
Date: September 13, 2022
Re: Tuition Waivers for the 2022-2023 School Year and Transfer Update

Canutillo ISD has monitored the in-state inter-District transfers for the 2022-2023 school year. Administration is recommending approval of tuition waivers for these students. Students of these families reside in El Paso County, Texas; therefore, we will receive state funding for their attendance in Canutillo ISD, should you approve this request. All families understand that, if this request is approved, they are responsible for providing transportation for their children to and from school.

Please see the attached table for the total number of **intra** (within the district) and **inter** (outside the district) transfers that were approved. Also, note that the number of New Mexico “grandfathered” students remains at 4.

The Associate Superintendent’s Office continues to monitor district transfers during the 2022-2023 school year. In summary a total of 392 attend elementary campuses and 334 attend secondary campuses for a total of **726 Intra/Inter District transfers**.

Street Address:

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address:

P.O. Box 100
Canutillo, TX 79835

P: (915) 877-7475
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.

TRANSFERS FOR ELEMENTARY SCHOOLS

Campus	CES	DDE	JDE	BCE	GES	RES	TOTAL
Out of district (Inter)	17	4	47	26	10	26	130
Within district (Intra)	39	5	99	61	26	32	262
Out of state (New Mexico)	0	0	0	0	0	0	0
Total	56	9	146	87	36	58	392

TRANSFERS FOR MIDDLE SCHOOLS

Campus	AMS	CMS	TOTAL
Out of district (Inter)	26	45	71
Within district (Intra)	69	36	105
Out of state (New Mexico)	0	2	2
Total	95	83	178

TRANSFERS FOR HIGH SCHOOL

Campus	CHS	NWECHS	TOTAL
Out of district (Inter)	117	37	154
Within district (Intra)			
Out of state (New Mexico)	2	0	2
Total	119	37	156

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 9/27/2022

Subject/Title for Agenda Posting: Memorandum of Understanding and Agreement between Canutillo ISD and Aliviane Inc.

Justification Statement: This MOUA will provide evidence-based curriculum education, utilizing the Life Skills curriculum, in the district's elementary and middle schools. Education material will also be made available to the Canutillo Community at events.

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

Staff Responsible: Dr. Monica Reyes, Executive Director, Student Support Services

Signature of Requester(s)



8/26/2022

Signature of Presenter(s)

Elizabeth B. Sida 

9/13/2022

Business Services Approval (Initials)

Date

Agenda Summary:

This memorandum of understanding and agreement confirms Canutillo ISD's commitment to provide the community with age-appropriate Alcohol, 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 activities such as prevention classes, Parent University, Parent Academies, health fairs and community events.

It is Administration's recommendation that the Board approve the MOUA with Aliviane Inc.

RECOMMENDATION:

PRIOR BOARD ACTION: Approved AWARDED: 8/24/21 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 Department

CONSEQUENCES OF NON-APPROVAL:

The loss of a preventative measure concerning alcohol, tobacco and other drugs and the loss of a resource of information to be shared with Canutillo ISD students in classroom presentations and with parents at community events.

IMPLEMENTATION TIMELINE:
School year 2022-2023

ATTACHMENT(S): ✓ MOUA document





MEMORANDUM OF UNDERSTANDING & AGREEMENT

Aliviane, Inc. is committed to providing comprehensive substance use and other mental health disorder services for residents living in West Texas (Region 10), which includes the counties of El Paso, Brewster, Culberson, Jeff Davis, Hudspeth, and Presidio. To accomplish these goals, we must rely on community resources to provide much needed services that are beyond the scope of this organization and/or to augment the services provided by Aliviane, Inc. **This document represents a record of agreement to provide individuals with program services listed below between Aliviane, Inc. programs and the following partnering agency:**

Name of Partnering Agency/Organization/ School/Program:

Canutillo Independent School District

Aliviane, Inc. applicable program services:

- | | | | | |
|--|--|---|---|---|
| <input checked="" type="checkbox"/> PRIDES | <input type="checkbox"/> PRC Region 10 | <input type="checkbox"/> HMHL | <input type="checkbox"/> WCR | <input type="checkbox"/> YRRC |
| <input type="checkbox"/> PRIDES - Rural | <input type="checkbox"/> EPAPC | <input type="checkbox"/> AOPC | <input type="checkbox"/> CCC | <input checked="" type="checkbox"/> RBI |
| <input checked="" type="checkbox"/> Strengthening Families | <input type="checkbox"/> PADRE | <input type="checkbox"/> OTC | <input type="checkbox"/> Por Mi Familia | <input type="checkbox"/> RCOP-I |
| <input checked="" type="checkbox"/> IMASTAR | <input type="checkbox"/> PATH | <input checked="" type="checkbox"/> YFOPC | <input type="checkbox"/> RSS | <input type="checkbox"/> PPW |

Description of services provided by Aliviane Inc.

General Description	Specific Deliverables
<p>Youth Prevention Indicated Program (YPI) IMASTAR may provide prevention services to youth at risk of substance use and adults referred.</p>	<p>Services include age appropriate ATOD virtual or online presentations; Information Dissemination to children, and families; Alternative Online Activities; Problem Identification and Referral as requested from parents; Prevention services will include participation in community events.</p>
<p>Youth Prevention Selective (YPS) Strengthening Families may provide prevention services to youth ages 12-17 years of age and adults referred.</p>	<p>Services include age appropriate ATOD virtual or online presentations; Information Dissemination to children, and families; Alternative Online Activities; Problem Identification and Referral as requested from parents; Prevention services will include participation in community events.</p>
<p>Youth Prevention Universal Program (YPU) PRIDES may provide prevention services to all youth and adults referred.</p>	<p>Services include age appropriate ATOD virtual or online presentations; Information Dissemination to children, and families; Alternative Online Activities; Problem Identification and Referral as requested from parents; Prevention services will include participation in community events.</p>

<p>Rural Border Intervention (RBI) may provide ATOD activities, information dissemination during health fairs and scheduled events. Problem identification and referrals as needed.</p> <p>Aliviane Youth and Family Outpatient Clinic may provide treatment to children and adolescents who are struggling with substance use and/or mental health disorder.</p>	<p>Rural Border Intervention can provide indicated services to identified youth and family members. RBI can and will provide education skills using evidence-based curriculum and can participate in coalition collaboration. Case Management services can be provided problem identification, assessment, and referral and follow up, as necessary.</p> <p>Service include Individual Counseling, Group Counseling, Group Education, Referral and Case Management Services.</p>
<input checked="" type="checkbox"/> Referral <input checked="" type="checkbox"/> Transportation <input type="checkbox"/> Communication	<input checked="" type="checkbox"/> Financial Assistance <input checked="" type="checkbox"/> Case Management <input checked="" type="checkbox"/> Presentations/Sessions

Description of services provided by Partnering Agency/Organization/School/Program

General Description	Specific Deliverables
<p>Provide coordinating support for Aliviane prevention presentations, information dissemination, alternative activities, evidence-based curriculum services, health fairs and community events, by allowing Prevention Specialist to work in their virtual or online classrooms and students.</p>	<p>Support for prevention education curriculum, adult and youth presentations and information dissemination, virtually or in person</p>
<input type="checkbox"/> Referral <input type="checkbox"/> Transportation <input type="checkbox"/> Communication	<input type="checkbox"/> Financial Assistance <input type="checkbox"/> Case Management <input type="checkbox"/> Presentations/Sessions

This MOUA indicates that a referral relationship exists and will abide by the Occupations Code, Title 3, Subtitle A, Chapter 102, Subchapter A, Sec. 102.001. This MOUA does not indicate any contract, liability, or endorsement between both partnering entities. Both entities will mutually provide information regarding services provided, admission and eligibility criteria, non-duplication of services, and any other information necessary for effective placement of individuals within the guidelines of client confidentiality as specified by State and Federal laws and regulations, specifically the Federal Regulations on Confidentiality of Alcohol and Substance Abuse Patient Records (Federal Register, General Provisions Title 42, Chapter 1, Part 2), Health Insurance Portability and Accountability Act (HIPAA), and any other requirements as mandated by existing protocols.

This MOUA recognizes that referred individuals are responsible for any fees or payments if any apply. Aliviane, Inc. has no liability or responsibility for such fees or payments, unless arranged in advance, in writing, by an official of Aliviane, Inc. with authority to authorize such payment. This agreement will be in effect for one year from the date of full execution or may be terminated by either entity with thirty (30) days written notice.

Signature: _____

Name: Dr. Pedro Galaviz
Title: Superintendent of Schools
Entity: Canutillo ISD
Phone: 915-877-7444
Email: pgalaviz@canutillo-isd.org

Signature:  _____

Name: Ivonne Tapia, MA, LCDC, LPC-S, ACPS
Title: Chief Executive Officer
Entity: Aliviane, Inc.
Phone: 915-782-4000
Email: itapia@aliviane.org

Start Date: 09-1-2022 End Date: 09-1-2023
MOUA Renewal Required 1-Year after Start Date*

Form ID: ADM-MOUA-01
2020

Executive Summary of Board Agenda Item

Recommendation to approve the Interlocal agreement between Canutillo ISD and El Paso County Juvenile Justice Alternative Education Program (JJAEP) from the 2022-2023 school year.


Justification Statement: Per 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 Human Resources Business Services

Staff Responsible: Dr. Monica Reyes, Executive Director, Student Support Services

Signature of Requester(s)



8/26/22

Signature of Presenter(s)

Elizabeth B. Sida



9/13/2022

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 the continuation of grade level instruction.

RECOMMENDATION: It is Administration's recommendation that the Board approve the Interlocal Agreement with El Paso County Juvenile Justice Alternative Education.

PRIOR BOARD ACTION: Yes **AWARDED:** 8/24/21 **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)
Interlocal Agreement

REQUESTING DEPARTMENT:
Student Support Services Department

CONSEQUENCES OF NON-APPROVAL:

Students will not be placed in JJAEP as required under the Texas Education Code, Chapter 37 and will not have the opportunity to receive grade level instruction.

IMPLEMENTATION TIMELINE:
2022-2023 school year

ATTACHMENT(S): ✓ MOU between Canutillo ISD and the El Paso County Juvenile Justice Alternative Education and Exhibits A through G1





Juvenile Justice Alternative Education Offense Codes

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

2019/20 and 2020/21 School Years *SY 22-23* ^{RCF}

**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
37.007A15F	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	Retaliation	Mandatory
37.007D(D)	<i>Retaliation</i>	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



César Chávez Academy



7814 Alameda Ave., El Paso, TX 79915
Main: (915) 434-9600 Fax: (915) 434-9833

Reason Code: _____
Action Code: _____

Intake Date: _____ Time: _____
Exit Date: _____

REVISED 2/22/22

Please make sure all fields are complete and all documents are sent to CCA, if not this could delay the students intake date.

JJAEP Intake Packet Checklist

Date: _____ Home School: _____

Student Name: _____ Student ID# _____ Grade: _____

Home Address: _____ DOB: _____ SS# _____ - _____ - _____

Reason for Placement: _____ **Placement:** Mandatory or Discretionary
(circle one)

Police Case Number: _____ Probation: Yes / No If Yes, P.O. Name: _____

Special Education: Yes/No

504: Yes / No Manifestation Date: _____

MD ARD Date: _____ **BIP: Yes / No**

GT: Yes / No Furlough: _____ Exit: _____ Date: _____

English Language Learner: Yes/No

- | | |
|--|--|
| <input type="checkbox"/> Birth Certificate | <input type="checkbox"/> Grades in Progress |
| <input type="checkbox"/> Social Security | <input type="checkbox"/> Latest Grade Report (9 weeks report card) |
| <input type="checkbox"/> Student Demographic (copy of enrollment card) | <input type="checkbox"/> Home Language Survey Card |
| <input type="checkbox"/> Discipline History | <input type="checkbox"/> Course History/Transcript (high school only) |
| <input type="checkbox"/> Copy of JJAEP offense discipline referral | <input type="checkbox"/> Audit Sheet (high school only) |
| <input type="checkbox"/> Immunization Record | <input type="checkbox"/> STAAR/SAT/ACT/EOC Scores |
| <input type="checkbox"/> Class Schedule | <input type="checkbox"/> Completed Withdrawal Form |

Referring administrator's name: _____ Phone: _____

Person completing checklist: _____ Phone: _____

CCA Registrar reviewed paperwork on: _____ Date
 Paperwork Accepted Paperwork Declined Reason: _____

Accepted/Declined by: _____
CCA Official Signature Date



Juvenile Justice Alternative Education Program Monthly Activity Report

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

County: _____ Date: _____

Person Preparing Form: _____ Title: _____

Month Ending: _____ Phone: _____

<i>Activity During the Reporting Period</i>	<i>Mandatory Expulsions</i>	<i>Discretionary Expulsions</i>	<i>Other Students*</i>
Total number of days program operated			
Total number of actual student attendance days			
Total number of actual student absences			
Total number of Inactive days			
Number of students in program at beginning of reporting period			
Number of students added			
Number of students exited			

* "Other Students" denotes a child enrolled in JJAEP who has not been expelled from school (i.e. court ordered).

ALL BLANK SPACES SHOULD BE COMPLETED MONTHLY.

Return this Report To:

Texas Juvenile Justice Department
Division of Probation and Community Services - JJAEP
Post Office Box 12757
Austin, TX 78711

Fax: (512) 490-7715



Juvenile Justice Alternative Education Program Monthly Activity Report

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

Form Descriptions:

Report Period - The month and year for which you are supplying information.

Total Number Of Days Program Operated - The number of actual operation days during the report period.

Total Number Of Actual Student Attendance Days - The total for the report period and account for each day each student is in actual attendance at the JJAEP. Students must be present at least 4 hours to be counted.

Total Number Of Actual Student Absences - The total for the report period and account for each day each student is actually not in attendance.

Total Number Of Inactive Days - The total for the report period and account for each day each student is maintained as enrolled and not counted as absent or present from the JJAEP.

Number Of Students In Program At Beginning Of Reporting Period - The number of students active in the program on the 1st day of the month (should equal the number in program at ending of report period of the previous month).

Number Of Students Added - The number of students added to the program during the reporting period.

Number Of Students Exited - The number of students who left the program during the month.

Definitions:

Mandatory Expulsions:

This category should only include those students expelled under §37.007 (a), (d) or (e) of the Texas Education Code.

Discretionary Expulsions:

This category should only include students expelled under §37.007 (b), (c), or (f) of the Texas Education Code. This also includes §37.0081 Title 5 Felony offenses and §37.0081 Aggravated Robbery "*Off Campus*" (Penal Code 29.03).

Other:

This category should only include non-expelled students, including Registered Sex Offenders under §37.309. These are students that are typically placed in the JJAEP via a condition of probation or in rare instances voluntarily attend the JJAEP.

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT POLICIES AND PROCEDURES FOR THE JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

Ysleta Independent School District, El Paso County Juvenile Probation
Department

7/13/2022



THE DISTRICT
YSLETA INDEPENDENT SCHOOL DISTRICT



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TEXAS JUVENILE JUSTICE DEPARTMENT STANDARDS §348 JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAMS

§348.100 PURPOSE

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

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 students make progress toward grade level while attending the Juvenile Justice Alternative Education Programs (JJAEP).

§348.102 DEFINITIONS

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

- (1) Absent Days**--The actual number of instructional days a student 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**--The definition assigned by [§344.100 of this title](#).
- (4) Inactive Status**--Attendance status assigned to a student in which the student remains enrolled but is not counted as absent or present from the JJAEP.
- (5) Intensive Physical Activity**--Rigorous physical activity that involves rhythmic, repetitive physical movement that uses large muscle groups and results in an increase in heart rate and respiration. This term does not include activities required as part of a physical education class.
- (6) JJAEP Administrator**-- A juvenile probation department employee designated by the chief administrative officer or governing board of a juvenile probation department as the person responsible for the overall management of the JJAEP.
- (7) JJAEP Electronic Data Interchange (EDI) Extract**--An automated process to extract and submit modified case records from the juvenile probation department's case management system to TJJD.
- (8) JJAEP Staff Member**--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)**--The definition assigned by [§344.100 of this title](#).
- (11) Juvenile Probation Officer**--The definition assigned by [§344.100 of this title](#).
- (12) Juvenile Supervision Officer**--The definition 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 ²⁹⁷passed 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:
 - (1) a probation modification or revocation;
 - (2) an out-of-home placement;
 - (3) being held in juvenile detention;
 - (4) being held in jail;
 - (5) absconding (violation of conditions of release from detention or court order);
 - (6) being committed to the Texas Juvenile Justice Department;
 - (7) being committed to the Texas Department of Criminal Justice; or
 - (8) being truant or a runaway.
- (G) Other--A student who left the 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 (2) 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 (JJAEP). The El Paso County Juvenile Justice Alternative Education Program must abide by such said policies addressing the entire operation of the program. The JJAEP Administrator shall ensure written policies and procedures are made available to all JJAEP employees and documentation of acknowledgment of receipt will be maintained in the staff personnel or training file.

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: 8:30 a.m. - 3:15 p.m.; Middle School: 8:30 a.m. - 3:45 p.m. Any deviation from scheduled times must be reported to the JJAEP Administrator.

The JJAEP must continue to provide personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (COOP) to provide educational services in accordance with the Texas Education Code, Texas Education Agency, 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, natural disaster or other emergency situation. The YISD and JJAEP online instruction plan, curriculum, attendance records, students' progress or lack thereof, and all other related documents must be provided to the JJAEP Administrator. In the event of a pandemic, natural disaster or other emergency situation whereby a change occurs, YISD agrees to provide a copy of YISD JJAEP Plan of Action that outlines instructional time (synchronous/asynchronous, traditional, hybrid, online), student and staff safety plan, transportation, meal and searches plans, attendance recording keeping plan, and other matters related to operations before the beginning of the school year and as the plan is revised throughout the school year in relation to JJAEP matters.

PROCEDURE

Written policies and procedures governing all facets of the operation of the program will be addressed 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 Inter-local Agreement between the Juvenile Probation Department and the ISD's operating and participating in JJAEP services to facilitate compliance and clarify policy and TJJD and YISD expectations. The JJAEP Policy and Procedures must be submitted to TJJD for review no later than October 1 of each year and upon request.

1. JJAEP Policies and Procedures, JJAEP Student Code of Conduct and applicable program forms will be copied onto electronic storage devices and provided to the JJAEP Campus for provision to newly hired regular status employees, temporary employees and short and long term substitutes prior to 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 with instructions given to review policies prior to the scheduled JJAEP Orientation training.
4. The JJAEP Summary of Policies and Acknowledgment Form (**APPENDIX C**) will be signed and dated by all new incoming regular status employees, temporary employees and short and long term substitutes to support compliance pursuant to §348.202 and §348.224 of the Texas Administrative Code. Said forms also instruct employees to review entire policies prior to JJAEP New Employee Orientation (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 (2) weeks of JJAEP assignment in order 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 an electronic storage device containing 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.
9. Upon receipt of the electronic storage device each employee will sign and date the required acknowledgment form (**APPENDIX C**).
 - a. If summary of policies and storage device is provided as part of new hire process, the Campus Administrator or designee will indicate their signature on the acknowledgment form and obtain the employee's signature. Copies of the acknowledgment form will be provided to each employee, campus administration and copy forwarded to the JJAEP Administrator by the same work day. Original acknowledgment form will be maintained by the JJAEP campus administrator.
 - b. If electronic storage device is provided as part of the annual refresher in-person or remote training, the JJAEP Administrator will sign acknowledgment form (as the witness) and obtain employee's signature. Copies of the acknowledgment form will be provided to each employee, campus administration and original will be maintained by the JJAEP Administrator.
10. The YISD administrative personnel shall advise in writing when ISD personnel policies conflict and will result in non-compliance with the JJAEP Inter-local Agreement, policies or TJJD standards. Such notification is required by October 1 of each year and will require the state and/or JPD chain of command to be notified and further discussion to determine an appropriate course of action.
11. The YISD will have security and control procedures in place at every JJAEP location site. See Section 348.216: Security and Control.
12. It is the responsibility of Campus Administrators to require staff members (new and long term) to become thoroughly familiar with the JJAEP Program and the contents of the JJAEP Policies and Procedures Manual to ensure the safety of students and staff.
13. Campus Administrators must promote compliance and address staff when internal non-compliance 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 there is a prospective research program being considered, the Chief Juvenile Probation Officer and/or Juvenile Board shall review and approve proposals for the research to ensure conformity with TJJD standards and departmental policy.

PROCEDURE

1. Students may voluntarily participate in approved research programs with the written consent of the student's parent, guardian or custodian. A copy of the written consent of the student's parent, guardian, or custodian will be placed in the student's case. 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 no later than October 1.

PROCEDURE

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

1. Number of students entering/exiting the program;
2. Reasons for student entries and exits;
3. Number of students eligible for special education services;
4. Student academic performance; as measured by passing rates and half credits (if applicable) for exited students;
5. Attendance rates;
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 were 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 of 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) JJAEP Management Review. The JJAEP Administrator that oversees the daily functions of the JJAEP shall conduct an annual review of the overall operations of the JJAEP prior to the beginning of each school year. (1) The review shall include but is not limited to: (A) safety and security; (B) inter-local cooperation; and (C) the student code of conduct. (2) Existing policies and procedures shall be reviewed to determine their continued relevance to the mission of the JJAEP. (3) Documentation of the review shall be maintained.

POLICY

The overall operation of the El Paso County JJAEP and respective policies and procedures shall be reviewed annually through a Management Review conducted by the JJAEP Administrator and approved by the Director of Intake Services. The Management Review is for the JJAEP Administrator to assess certain topics (i.e., safety and security, inter-local cooperation, and student code of conduct) 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 and changes will be presented to the Juvenile Board for final approval.

PROCEDURE

1. Changes in TJJD (Texas Juvenile Justice Department), TAC (Texas Administrative Code) and/or TEC (Texas Education Code) standards as approved by the state legislature will be updated in the subsequent year's JJAEP Policies and Procedures and/or JJAEP Student Code of Conduct handbooks.
2. The JJAEP Administrator will obtain input from 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;
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 the 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/or Director of Intake Services and will be recorded on the **COMPLIANCE MONITORING ASSESSMENT-STANDARDS AND PROGRAM (APPENDIX E and E-1)**.
 - a. Non-compliance will be notified to the JJAEP Campus Administrators in writing for corrective action and included on the yearly Compliance Monitoring Report if not reconciled within 30 school dates (along with corrective action made after non-compliance 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 Inter-local 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.
9. 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.
10. An annual policy review meeting will take place prior to the conclusion of the school year to allow YISD and JPD to collaborate on any policy revisions for the following year.
11. TJJD Compliance Audits occur once every three (3) years (on-site or virtual audits) and randomly through desktop audits (based on data and JJAEP case samplings).
12. To ensure the integrity of the compliance monitoring process, no prior notice will be given to JJAEP Campus for classroom observation or site visits made by the JJAEP Administrator. Input from JJAEP students and their parents/guardians will also be obtained as part of compliance review by the JJAEP Administrator.

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

POLICY

The El Paso County Chief Juvenile Probation Officer hires the JJAEP Administrator to provide oversight and compliance of the JJAEP operations within the respective JJAEP campus and involved ISD departments as outlined through applicable laws, standards, policies and procedures, 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, secure and destroy (once retention timelines are met) the JJAEP employee and student electronic 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) Anthony Independent School District (AISD)
 - (2) Canutillo Independent School District (CISD)
 - (3) Clint Independent School District (CISD)
 - (4) El Paso Independent School District (EPISD)
 - (5) Fabens Independent School District (FISD)
 - (6) San Elizario Independent School District (SEISD)
 - (7) Socorro Independent School District (SISD)
 - (8) Tornillo Independent School District (TISD)
 - (9) Ysleta Independent School District (YISD)
2. The Independent School Districts participating in the JJAEP through the established Inter-local Agreement shall ensure that all instructional staff has the appropriate certification and required trainings as required by the Texas State Board of Education and JJAEP standards.
3. The Independent School Districts participating in the JJAEP through the established Inter-local Agreement shall employ at least one (1) 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 campus shall at all times provide at least one (1) instructional staff member for every twenty four (24) students in attendance at the JJAEP.

5. The JJAEP campus will maintain a daily staff roster/timecards for all instructional and supervision staff working in the program and make such daily rosters/timecards available to the JJAEP Administrator upon request. The timecards must display the JJAEP instructional/supervision staff members 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 ACKNOWLEDGMENT 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 Acknowledgment Form containing program forms and Student Code of Conduct prior to substitute(s) or new employee(s) having any direct contact with JJAEP students. Such form also indicates the individual has cleared an ISD criminal background check and staff were provided with the necessary information to begin initial work with the JJAEP population.
8. Such form will assist in the tracking of instructional and supervision staff 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 utilized to track CPR/First Aid and CPI certification and expiration dates and if the employee requires Community Activities Officer (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 (1) caseworker at each of the JJAEP campuses. Caseworkers shall be either social workers, juvenile probation officers assigned to the JJAEP, JJAEP Administrator, counselors, or other mental health professionals.

PROCEDURE

1. Each El Paso County JJAEP campus shall not exceed the ratio of one (1) caseworker/counselor to fifty (50) students enrolled in the program.
2. School based caseworkers/counselors required to leave the campus to complete JJAEP related duties (expulsion hearings, ARD meetings, home visits, and court hearings) shall be considered present for ratio purposes.
 - a. A substitute caseworker/counselor is required when the regularly assigned caseworker/counselor is absent for more than 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/timecards for all caseworkers working in the program each day and make such daily rosters available to the JJAEP Administrator.
5. The daily rosters will be cross-referenced with JJAEP Administrator or JPO observations, certification logs, discipline reports, disciplinary referrals, or new employee and short term substitute JJAEP acknowledgment forms (**APPENDIX C**) to monitor compliance.
6. Any subcontractor providing caseworker services will undergo an NCIC/TCIC background check and will be required to complete the JJAEP new employee orientation and PREA 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 TJJJD 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 TJJJD Standards on JJAEP operational and supervision staff to student ratio and position qualifications.

PROCEDURE

1. Operational staff member to include instructional staff members, supervision staff members and caseworkers will be provided at every JJAEP campus. Operational staff member to student ratio shall be at least one (1) operational staff member for every twelve (12) JJAEP students. A small ratio allows for better control and behavior management due to the challenges involved in working directly with the JJAEP population.
2. JJAEP Staff are required to sign-in and sign-out on a daily basis on the required district staff roster. Staff roster contains date, time of entry/exit, and staff member's full name and position/title and the ISD shall make such daily rosters available to the JJAEP Administrator. The daily rosters will be cross-referenced with JJAEP Administrator or JPO observations, certification logs, discipline reports, and new employee and short term substitute JJAEP acknowledgment forms to monitor compliance.
3. Staff rosters or staff sign-in sheets and attendance records will be requested as needed or on a random basis as part of the compliance monitoring.
4. On a random basis, the JJAEP Administrator will also observe classroom instruction and staffing ratios as part of the compliance monitoring. No prior notice will be given to the Campus Administrator or campus staff.

COMMUNITY ACTIVITIES OFFICER (CAO)

Anyone who does not fall under the “professional” definition as defined in §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 Texas Administrative Code, Chapter 348. Any staff member identified to require the CAO certification and does not attend required training will not be authorized to work with JJAEP students until certified. A security officer employed by YISD may use personal and mechanical restraints **only** if certified as a Community Activities Officer (CAO) and trained in the approved personal restraint technique in accordance with training requirements set forth in Texas Administrative Code, Chapter 341, Subchapter G.

- (a) To be eligible for certification, Community Activities Officers must:
 - (1) Receive training and maintain current certification in:
 - (A) Cardiopulmonary Resuscitation (CPR);
 - (B) First aid; and
 - (C) The personal restraints technique used by the department, if the department authorizes community activities officers to use personal restraints; and
 - (2) Receive training in the following topics:
 - (A) The policies of the department related to preventing, identifying, and reporting abuse, neglect, and exploitation.
 - (B) TJJJ Code of Ethics and TJJJ Disciplinary Procedures;
 - (C) Trauma-Informed Care;
 - (D) Verbal de-escalation policies, procedures, and practices;
 - (E) Standards regarding use of personal and mechanical restraints, including prohibited techniques and criteria for use.
- (b) To be eligible for credit towards initial certification and renewal of certification, documentation of an on-the-job training program must include the following elements, at a minimum:
 - (1) Name and signature of trainee;
 - (2) Name and signature of trainer(s);
 - (3) Signature of the supervisor/administrator;
 - (4) Training topics;
 - (5) Number of training hours of each topic; and
 - (6) Dates the topics were explained to the trainee, practiced by the trainee, and demonstrated by the trainee.
- (c) Staff members who provide on-the-job training must be qualified to do so based on knowledge, education, and/or experience.
- (d) For the Juvenile Probation Officers and Juvenile Supervision Officers, a maximum of 40 hours of on-the-job training may be used to meet the initial certification or continuing education requirement in a certification period.
- (e) For Community Activities Officer, a maximum of 20 hours of on-the-job training may be used to meet the initial certification or continuing education requirement in a certification period. CIS Coordinators working within the YISD JJAEP campus are required to become certified as Communities Activities Officer as they do not meet the “professional” definition.

TJJJ training will normally be held onsite at the El Paso County Juvenile Probation Department or YISD facilities unless a virtual training setting is deemed beneficial due to overall health and safety. The JJAEP Administrator will coordinate training and provide dates and times to the JJAEP Campus Administrators. CPR/First Aid and Crisis Prevention Intervention will be provided by the respective ISD the employee works for unless otherwise agreed to

via written agreement. The El Paso County Training and Compliance Manager will verify and submit all required documentation for certification purposes to TJJD.

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

§348.202 PERSONNEL ADMINISTRATION

POLICY

A personnel file will be maintained for each JJAEP employee from the YISD working under the JJAEP umbrella who is included in any program ratio. ISD Personnel records are required to be provided to the JJAEP Administrator within sixty (60) calendar days of hire (new employees) and updated and provided to the JJAEP Administrator on a yearly basis thereafter (by October 1) from the YISD Human Resources Department. The JJAEP Administrator must have access to all ISD personnel records as requested and needed. **(SEE APPENDIX G - JJAEP HR RECORDS AND CERTIFICATION FORM).**

PROCEDURE

1. The JJAEP Administrator of the El Paso County JJAEP will ensure that all JJAEP/ISD personnel records are appropriately maintained.
2. Records for ISD JJAEP employees will include criminal history results (NCIC/TCIC checks) and HR Certification Form.
3. The YISD personnel electronic file shall also contain transcripts, certification and training records, personnel actions and job descriptions depicting duties and responsibilities of all positions to include JJAEP related tasks.
4. In lieu of the above records, the ISD Human Resources or other authorized person of the ISD employing JJAEP staff may provide the **JJAEP HR RECORDS AND CERTIFICATION FORM (APPENDIX G)** that certifies any employee included in the program ratio at any given time meets the hiring, educational and training requirements to include transcripts, certifications, and licenses if applicable; criminal background checks results; training records to include CPR and First Aid and CPI if applicable; and applicable personnel actions. The ISD Human Resources Department must allow the JJAEP Administrator access to file(s) upon request or as required.
5. 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 Procedures, the Student Code of Conduct and related JJAEP documents pursuant to §348.202 and §348.224 of the Texas Administrative Code provided by a Campus Administrator prior to having direct, unsupervised contact with JJAEP students.
7. All long-term operational staff substitutes assigned to the JJAEP for more than 6 weeks are required to follow the same background check methodology and JJAEP training as any other operational staff employee assigned to JJAEP. Please refer to the New Orientation Training and Background Checks of the JJAEP 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 JJAEP orientation training within two (2) weeks of JJAEP assignment and prior to having direct, unsupervised contact with JJAEP students. The ISD will provide any-and-all training records for training that is given in any of the above areas as part of employment with JJAEP ISD or duty assignments. The Juvenile Probation Department will provide orientation training to the new hires and supplement any ISD training already given on the eleven (11) areas listed below.

PROCEDURE

1. JJAEP Orientation Training will be provided by the JJAEP Administrator or designee(s) initially upon hire and annually to all JJAEP employees at the beginning of every school year thereafter. Training may be held virtually when necessary to ensure the overall health and safety of staff.
2. The Campus Administrator assigned as the point of contact for JJAEP or their designee will provide and review with each incoming new staff member, to include short term substitutes, the JJAEP Summary of Policies and Student Code of Conduct. As part of the JJAEP campus orientation, the designated Campus Administrator will also provide the employee with the electronic storage device that contains the JJAEP Policies and Procedures, Student Code of Conduct and other relevant documents.
3. It will be the responsibility of the Campus Administrator or designee to obtain a signed "Acknowledgment Statement" and agreement to fully review the JJAEP Policies and contents of electronic storage device prior to the scheduled JJAEP Orientation training from the employee and forward that acknowledgment to the JJAEP Administrator by the same workday along with notice of employee training assignment to next JJAEP scheduled training. Said notification must be done electronically.
4. Such confirmation of the attendance of incoming employees will ensure appropriate reservation of training space, preparation of handouts, and training materials.
5. It will be the responsibility of the Campus Administrator to ensure that employees are notified in writing and well in advance and present to the JJAEP Orientation training on time. Orientation Training will normally be held at the Juvenile Probation Department or YISD facilities unless a virtual training setting is deemed beneficial due to overall health and safety of the participants.
6. The JJAEP Administrator and/or designee will provide all JJAEP Orientation training preferably at the Juvenile Probation Department to ensure full class participation and minimize disruption to school operations. The Orientation training will span a minimum of 6 hours and will be scheduled as needed to ensure the 10 day standard is met.
7. A copy of the **JJAEP TRAINING ACKNOWLEDGMENT STATEMENT (APPENDIX H)** will be maintained and secured in the employee's personnel electronic file. Documentation of new employee orientation training and agendas and ISD supplemental training and agendas shall be placed in the employee's personnel file or training file. An electronic version of the file(s) may be suitable in order to align with the Juvenile Probation Department's paperless initiative.
8. The JJAEP Campus Administrator will schedule a 4-6 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 ~~809~~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 restraint policy;
 - j. Student grievance procedures; and
 - k. Job descriptions including duties and responsibilities of the assigned position to include JJAEP tasks, such as in the supervision during 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 subcontracted employees/agencies that will work directly with JJAEP students (i.e., contracted counseling services, tutoring programs, etc.). The ISD will ensure that all substitute and regular status employees have passed an ISD background check prior to 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 internal background check through the NCIC/TCIC database.
 - a. Said form also requires notification of employee status (contracted or ISD employee), date of JJAEP assignment and employee work email address.
2. Upon receiving the signed Authorization for Release Confidential Information Form the JJAEP Administrator will then submit a written request for a National Crime Information Center (NCIC)/Texas Crime Information Center (TCIC) criminal history records check to the appropriate JPD TLETS Operator. This comprehensive search includes local, state and federal criminal records, sex offender registration records, and

- active/outstanding warrants for arrest. This process shall be initiated before the employee's first day of JJAEP assignment and prior to any direct, unsupervised contact with JJAEP youth. Continued employment with the JJAEP is contingent upon the verification of no disqualifying criminal history as per TJJD standards.
3. Written notification of employee's eligibility due to no disqualifying criminal history or ineligibility due to disqualifying criminal history identified by JPD will be submitted to the school administrators through the **JJAEP EMPLOYEE ELIGIBILITY FORM (APPENDIX J)** or if disqualified, through **THE JJAEP EMPLOYEE INELIGIBILITY FORM (APPENDIX J - 1)** within five (5) school days.
 4. Campus and District HR Administrators will be advised of any findings of disqualifying criminal history and instruction to reassign or remove employee to ensure they do not have any contact with JJAEP students.
 - a. Personnel records, criminal history record checks, and sex offender registration record checks, may be requested by TJJD. The JJAEP Administrator is responsible for ensuring all documents are properly stored, preserved and maintained in accordance with legal and administrative standards.
 5. YISD will inform in writing of any JJAEP employee who has received a hit in the FACT Clearinghouse within 2 school days in which arrest, offender registry activity or conviction offense requires that employee be prohibited from having contact with any JJAEP youth until the JJAEP Administrator has confirmed with Legal Counsel as to the decision for employee to have continued contact with youth pending outcome of the alleged offense.
 6. If an individual has a military history, 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 two (2) years.
6. If the disqualifying criminal history reveals arrests/convictions from another state, it may be subject for further examination by the JPD Legal Counsel.
7. The ISD Human Resources Department must allow the JJAEP Administrator access to all JJAEP Employee file(s) as needed and required. The HR Certification form provided yearly by October 1 by the ISD Human Resources department will be used to identify any disqualifying criminal history or new arrest.

§348.204 DATA COLLECTION AND CASE FILE INFORMATION

(a) Data Collection and Reporting. (1) JJAEP EDI Extract. (A) Unless an alternate data entry system has been approved by TJJD, the JJAEP Administrator or designee must ensure that: (i) statistical and programmatic data for each student, as required by the JJAEP Electronic Data Interchange (EDI) Specifications, are accurately documented and entered into the juvenile probation department's automated case management system; and (ii) the JJAEP EDI Extract is submitted to TJJD no later than the 10th calendar day of each month following the reporting period. (B) TJJD staff must discuss any proposed changes to the JJAEP EDI Specifications with juvenile probation departments' designated representatives before making substantive changes to the specifications. **(2) JJAEP Monthly Activity Report.** The JJAEP Administrator or designee must ensure the JJAEP Monthly Activity Report is submitted in the required format to TJJD no later than the 10th calendar day of each month following the reporting period via TJJD's Internet database. **(b) Student Educational Records.** The following information must be documented and maintained in the case file for each student in the program: (1) grade level upon entry to the JJAEP; (2) notice of expulsion; (3) court order(s) placing the student into the JJAEP; (4) police offense report, if applicable; (5) entry and exit transition plans; (6) education records, to include: (A) special education determination; (B) appropriate special education records; (C) scores on assessments required by the Texas Education Agency; and (D) home-language survey; (7) admission and exit testing data, if applicable; (8) pre-participation physical evaluation, if required under §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. 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 by the JPD/JJAEP Administrator).
 - d. JJAEP JMIS student profile will be updated from TJJD Student Information Form.
 - e. The JJAEP Performance Measures spreadsheet is maintained by the JJAEP Administrator to keep track of aggregate data on number of students in Special Education; pre/post IOWA test scores; student's personal data information, such as social, PID number, police case referral number; type of offense; student's district, home school, and JJAEP facility; date of entrance/exit; reason for exit; attendance, absences, and inactive days recorded. These specific sources from which this information is extracted are maintained in the JPD/JJAEP Administrator's office
 - 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 Monthly Activity Reports (MAR) is correct and accurate, assigned JJAEP Campus Administrator charged with oversight and accountability on behalf of the ISD must review the MAR prior to submission to JPD. Such administrator will verify accuracy of MAR prior to submission to the JJAEP Administrator. Any discrepancies found once received by JPD will be corrected and reconciled prior to

- submission to TJJD and the County Auditor's office for district reimbursement. Significant errors and discrepancies will be noted as non-compliance for the respective JJAEP campus.
3. The JJAEP Campus 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 juvenile case management 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 Electronic Folder by the JJAEP Administrator or designee. Required data in the JJAEP folder includes, but is not limited to:
 - a. The TJJD Student Data Form;
 - b. Grade Level upon JJAEP entry;
 - c. Notice of expulsion to include mandatory review hearing;
 - d. Court orders;
 - e. Law Enforcement Agency (LEA) case/referral reports;
 - f. Entry/exit, transition plans;
 - g. Education records to include; requests for records/withdrawal packets, special education documentation to include Manifest Determination and IEP documentation, pre/post test assessment scores, home language survey, admission and exit testing data, if applicable, pre participation physical evaluation, if required, documentation of regular academic reviews under 37.011 (d) 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 case.
 6. As part of ongoing quality assurance, in-house desktop and case management audits will be conducted to ensure the accuracy of data as outlined in the JJAEP Internal Policies and Procedures.

§348.206 CURRICULUM

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

POLICY

It is the policy of the El Paso County JJAEP to ensure that all students enrolled in the program receive a well-rounded education. Academic programming shall have a strong accelerated component of the instructional program to support credit recovery at the high school level and to regain academic and social skills at the elementary and middle school levels. At least one (1) certified teacher by the State Board for Educator Certification shall oversee the development and implementation of the curriculum in the JJAEP program. The Campus Administrator at each JJAEP location site shall assure that course instruction is consistent with the essential knowledge and skills of each subject of the foundation as defined under the rules of the State Board of Education under the Texas Education Code §28.002. The requirement under 37.011 (d) mandates that the ISD guidance counselor or qualified designee regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student.

In the event the JJAEP campus implements online instruction as part of their Continuity of Operations Plan (COOP) plan due to extenuating circumstances, the JJAEP must adhere to all Texas Education Agency, Texas Education Code and Texas Juvenile Justice Department policy revisions in accordance to providing continued educational services to El Paso County JJAEP students.

PROCEDURE

1. The Inter-local Agreement states this standard provision of educational services.
 - a. **REQUIRED COURSES AND ADDITIONAL AREAS OF STUDY:** The El Paso County JJAEP provides the following required courses and additional areas of study to all students in attendance at the JJAEP:
 - ENGLISH/LANGUAGE ARTS
 - MATHEMATICS
 - SOCIAL STUDIES
 - SCIENCE
 - HIGH SCHOOL EQUIVALENCY PROGRAM (GED)
 - SELF-DISCIPLINE
2. Each school district participating in the JJAEP will consider course credit earned by a student while in a Juvenile Justice Alternative Education Program (JJAEP) as credit earned in a district school.
3. Each program shall administer assessment instruments under Chapter 39, Section 39.023, TEC, and shall offer a High School Equivalency Program (HSEP).
4. The JJAEP campus school guidance counselor shall review the student's academic progress with the parent or guardian of each student as part of the JJAEP intake and exit/transition process.
5. 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 or qualified designee regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student. Documentation of this review along with student and parent signatures verifying attendance of the mandated regular educational review will be forwarded to the JJAEP Administrator as part of each JJAEP student's intake and exit transition plans. Such verification will be kept in the JJAEP student case.
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. A student expelled and placed in a JJAEP for a term of 75 school days or more must go through a mandatory review upon the student's 75th school day in a JJAEP placement.

7. Based on the current capacity under building code regulations, YISD is required to have no more than 32 students placed at JJAEP at one time; therefore, YISD shall have no obligation to enroll in JJAEP more than 32 students.
8. 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 school's portal system will be made.
9. High school students will be assisted by educational school counselors, Communities in Schools (CIS) caseworkers and/or academic tutors (if available). If on formal juvenile supervision, the assigned Juvenile Probation Officer will also monitor academic progress and work with parents to encourage follow up with respective support services. These efforts will assist youth at progressing academically towards meeting high school graduation requirements.
10. 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.
11. 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.
12. In lieu of the traditional school curriculum, a High School Equivalency Program 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. The high school equivalency course curriculum must address the elements required to pass the high school equivalency exam to ensure standards are met.
13. The State of Texas Assessments of Academic Readiness (STAAR) identifies knowledge and skills of what Texas students should know and be able to do at every grade and in every course in the foundation areas such as English language arts, mathematics, science and social studies. (STAAR replaced TAKS Texas Assessment of Knowledge and Skills).

§348.208 PROGRAM REQUIREMENTS

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

POLICY

A school district may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or § 504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission Review and Dismissal (ARD) or § 504 committee determines that the alleged misconduct is not related to the student's disabilities. The JJAEP, in collaboration with the sending school district, must ensure that a student with a disability who receives special education services is provided educational services that will support the student in meeting the goals identified in the individualized education program established by a duly constituted admission, review, and dismissal (ARD) committee, in accordance with [Section 37.004, Education Code](#), and federal requirements.

PROCEDURE

1. After the committee determines that the alleged misconduct is not related to the student's disabilities and the school district documents that the Individualized Education Plan (IEP) has been fully implemented, the referring school district's ARD or §504 committee shall determine the length of placement at the JJAEP according to the district's Student Code of Conduct.
2. The local school district must invite the JJAEP Administrator or the administrator's designee to an admission, review, and dismissal (ARD) committee meeting convened to discuss the expulsion of a student with a disability.
3. The local school district must provide written notice of the meeting at least five (5) school days before the meeting. A copy of the student's current individualized education program (IEP) must be provided to the JJAEP representative with the written notice.
4. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls.
5. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and the implementation of the student's current IEP in the JJAEP
6. If the manifestation ARD determines the student's behavior is due to the student's disability, the student can only be placed in JJAEP for a maximum of 45 days.
7. Copies of the ARD to include the Manifestation Determination and the IEP and BIP must be provided to the JJAEP Administrator as an attachment to the expulsion packet. The following ARD committee documentation must be maintained for each special education eligible student:
 - a. Most recent full and complete ARD meeting paperwork;
 - b. Manifestation determination ARD meeting paperwork; and
 - c. Most recent evaluation of eligibility for special education services
 - d. Most recent individualized education program (IEP).
8. The referring school district shall remain responsible for making available the services, if any, necessary to provide 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.
9. 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.
10. The JJAEP campus must receive reasonable notice of the meeting of the student's ARD committee to attend the ARD and may participate in the ARD meeting to the extent that the meeting relates to the student's placement in the JJAEP. The JJAEP campus will forward notice to the JJAEP Administrator if not included on notice from participating district.
11. Should the JJAEP campus suspect that a student who has not been previously qualified as a student with disabilities under the Individuals with Disabilities Education Act (IDEA) may be eligible for services under IDEA in the future; it shall refer the student to his or her school district of residence for possible referral and evaluation in accordance with applicable statutes and regulations.
12. Any student who does not meet the eligibility requirements of the Inter-Local Agreement is not entitled to educational services by the JJAEP.
13. Special Education services must continue to provide any-and-all related services as outlined in the student's Individualized Education Plan (IEP).
14. House Bill 785 amended Texas Education Code, Section 37.0021 which requires a written parental notice each time a restraint is used with a student receiving special education. Existing rules requires a good-faith effort to provide verbal notice on the day that restraint occurred and notice in writing within one (1) school day.

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

POLICY

The El Paso County JJAEP campuses shall provide English as a Second Language (ESL) services and instruction to address the needs of any student(s) who speaks English as a second language or who are non-English speaking. The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC).

PROCEDURE

1. ESL certified teachers at each JJAEP campus shall provide services and instruction to students with such needs. The goal of ESL services is to develop English language proficiency using second language methodology though explicit instruction in speaking, reading, listening and writing.
2. ISDs will identify JJAEP youth who are LEP or primarily Spanish speaking as part of the JJAEP Campus Intake meeting.
3. ISDs will ensure consideration is given regarding LEP or primarily Spanish speaking JJAEP students regarding academic instruction and as mandated by the Texas Education Code.

(c) Section 504-Eligible Students. (1) The JJAEP must ensure, in collaboration with the sending school district, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations must be maintained. **(d) Standardized Testing Protocols.** (1) JJAEP policies and procedures must describe the safeguards the JJAEP will use to maintain the integrity of the standardized testing process and confidentiality of test results. (2) JJAEP policies and procedures must include the following requirements: (A) tests must be maintained in a secure setting (e.g., a locked file cabinet) so that staff and students do not have access to the test except while the test is being administered; (B) staff are prohibited from making copies of the test; (C) staff are prohibited from teaching the specific questions on the test; and (D) unauthorized persons are prohibited from receiving test results, whether hard copy or electronic. (3) For statewide standardized tests, the JJAEP must adhere to all testing protocols required by the Texas Education Agency. (4) The JJAEP must administer the standardized test selected by TJJD to measure progress in reading and mathematics for students who will be enrolled in the JJAEP for at least 75 school days. (A) The pre-test must be administered within 10 school days after the student's enrollment. (B) The post-test must be administered no sooner than 65 days after the student's enrollment.

POLICY

It is the policy of the El Paso County JJAEP to comply with Texas Administrative Code, Chapter 348.208 (a) and (d). Additionally, each JJAEP High School will provide a High School Equivalency Program course to appropriate JJAEP students to prepare them to take the high school equivalency exam.

PROCEDURE

1. All high school equivalency candidates will be enrolled in a high school equivalency preparation program for the high school equivalency testing. Attendance requirements will remain the same as for a student seeking a regular high school diploma.
 - a. The assigned Juvenile Probation Officer will submit a recommendation for high school equivalency testing for any JJAEP student currently under the jurisdiction of El Paso County Juvenile Court.
2. All JJAEP students 16 years old or older having a total of four (4) high school credits or less will be considered a priority if student choose to pursue the high school equivalency testing.
3. Candidates 18 years or older may test when they have achieved the proper scores on pretests.

4. Parents/Guardians will be responsible for the fee for the five tests, plus transportation to the testing site unless other arrangements are made and/or agreed by the assigned Juvenile Probation Officer and/or JJAEP Administrator.
5. Candidates for high school equivalency certificates will be given a pre-test at the College, Career, and Technology Academy (CCTA) which is operated by El Paso Independent School District and through the Ingenuity (software) (YISD). High school equivalency testing software have the pre-test embedded into the program to determine what areas the student will be required to take tutoring in. High school equivalency testing materials should be readily available for any auditing entity to examine.
6. The high school equivalency curriculum shall address the elements required to pass the high school equivalency test but program components may be integrated into the regular program curriculum.
7. Candidates who do not master the practice tests will be required to continue to attend instruction integrated into the regular program in order to improve their skill level. Candidates who participate in the high school equivalency preparation program may retest when the teacher/instructor determines the student is prepared. Written permission from the teacher/instructor is required for re-testing.
8. When the student has mastered all five core-tests or a designated core-test, the student will be sent to the El Paso Community College (EPCC) or the respective certified high school equivalency ISD testing site within El Paso County to take final high school equivalency exams.
9. Scores or certificates will be mailed two or three weeks after the last test is taken. Once the certificate is received, arrangements will be made for the student to exit the JJAEP. Notification by the ISD will be provided to the JJAEP.
10. Prior to taking the final high school equivalency test, the student will have to get a TX ID and pay a cost for the high school equivalency the testing. The JJAEP will have to keep up with any cost changes to advise the family when the time comes for high school equivalency testing.
11. Verification documents at the time of a TJJD monitoring visit will include:
 - a. High school equivalency file;
 - b. High school equivalency class work;
 - c. High school equivalency curriculum.
12. Other areas of verification for high school equivalency completion:
 - a. High school equivalency examinations results;
 - b. Testing documentation, if applicable.

(e) Counseling. Counseling services (individual or group) shall be available to all students enrolled and in attendance at the JJAEP.

POLICY

Any social service or counseling needs demonstrated by the student constitutes a referral to the appropriate social service agency. Counseling services shall be available to all students enrolled and in attendance at a JJAEP. Counseling services may be provided with appropriate community-based service providers. Any subcontracted provider must undergo and pass a NCIC/TCIC background check and attend the JJAEP New Orientation Training (ANE portion only).

PROCEDURE

1. The assigned Probation Officer and any assigned school-based caseworker or social worker (contracted or ISD employed) will utilize interviews, screenings and/or assessments to determine the needs of the student and his/her family.
2. The JJAEP campus and Juvenile Probation Officer will share information to ensure a JJAEP student's academic and emotional needs are met.
3. If student is referred to the Juvenile Justice System, the assigned Juvenile Probation Officer will provide a Pre-Pact assessment and/or Full-Pact assessment (as appropriate based on case status within Juvenile Justice System) and provide referrals based on youth's identified criminogenic risk factor(s) and other identified needs.

4. If student is an adult and not referred to the Juvenile Justice System, a social service assessment may be given (if student makes themselves available) by the assigned Probation Officer or Court Representative 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 (includes restorative discipline circles, as appropriate).
 - h. Peer pressure, self-esteem, anger management programs, and cognitive skills.
 - i. Referrals to health clinics.
 - j. Referrals to family counseling (mental health professionals).
6. The Juvenile or Adult Probation Officer will refer the family to their Department's service providers or other appropriate community based social service providers to address the youth's needs. Families with private insurance may attain services through their own providers.
7. Some JJAEP facilities may have nurses, counselors and caseworkers available such as Communities in Schools caseworkers, or school counselors that may assist in determining other needs; they are available to make referrals for other services that are not provided by the school with outside agencies such as medical, teen pregnancy services, or vocational agencies.
8. The Juvenile Probation Officer will ensure that if the youth is in need of counseling services due to risk and under El Paso County 65th District Court's jurisdiction; such requirements must be included on the Judgment of Probation or Deferred Prosecution Agreement in order to ensure the youth's needs are properly addressed as part of formal or informal supervision.
9. Any therapeutic or counseling services will be provided through a qualified and/or credentialed service provider or the family's health provider.

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

POLICY

It is the policy of the El Paso County JJAEP that all meals be eaten in an orderly and quiet fashion. JJAEP students shall be provided one lunch meal during the course of the school day.

PROCEDURE

1. YISD shall provide lunch for each student assigned to the program pursuant to the Inter-local Agreement.
2. Students must be properly monitored during meal hours by JJAEP operational 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 food 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 Cesar Chavez Academy (CCA) JJAEP site shall obtain a medical release signed by the student's parent/guardian.
2. As part of the JJAEP school intake, the school nurse will complete a medical intake to inquire if the student has any special needs or medical conditions that may require the JJAEP staff's attention.
 - a. A Medical Consent Form will be obtained at the time of the student's intake. If parent, guardian, or custodian refuses to sign the medical consent form, documentation indicating refusal must be maintained in the student's case.
 - b. Students with any medical conditions must notify the administration/and or nurse – if applicable.
 - c. Students on medication must have a written order or prescription by a Texas physician.
 - d. Nurse/parent is permitted to administer medication.
 - e. Medication must be stored in locked cabinet in the nurse's office.
 - f. Medications shall be in the original properly labeled container.
 - g. Log must be kept of all medications dispensed.
3. If the student poses a concern which may require screening, the nurse will refer the family for further medical evaluation.
4. If the parent advises of an existing medical condition or life-long condition (such as diabetes or seizures), the nurse will take appropriate measures to assure that the JJAEP can handle any concern or problem that may arise regarding the safety and care of the student.
5. If the parent 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 legible signature beside it.
2. The student must remain in attendance within the JJAEP for a minimum of four (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 (4) hours (does not include the JJAEP intake unless student attends JJAEP courses for a minimum of four (4) hours to include the JJAEP intake)
4. The school attendance clerk/registrar for the JJAEP campus shall provide to JPD all student attendance records by the third calendar day of each month as part of the MAR process inter-local provisions.
 - a. The school attendance record (for the entire month) and the monthly sign-in sheet for each student is used as part of the Monthly Activity Report (MAR) and both documents must be submitted for each JJAEP student.
 - b. The JJAEP campus attendance clerk/registrar is required to notify the assigned Probation Officer or JJAEP Administrator of any absences a student incurs by the same operational day. As per truancy mandates, the JJAEP will adhere to any reporting requirements or mandates of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made to the corresponding entity.
5. Absences for more than ten (10) consecutive school days will be recorded as "Inactive days" and must have documentation attached to the monthly attendance records notifying that the student was detained or jailed; absconded; runaway status or has an extended illness or medical reason documented by a licensed physician or physician's assistant.
6. If it is determined that the student will not/has not return(ed) within thirty (30) school days, the JJAEP shall withdraw the student from the program on the 31st day. A student will not be maintained on "Inactive Status" for more than thirty (30) consecutive school days. In the event the JJAEP campus implements online instruction as part of their Continuity of Operations Plan (COOP) plan due to extenuating circumstances, a youth who is unable to locate or becomes inactive may not be withdrawn or removed from JJAEP.
7. The withdrawal date shall represent the date in which the student is no longer enrolled in the program. This date is not the last or final day youth attended JJAEP courses, but the following full school day in which youth was not in attendance.
8. The participating ISDs will complete, review, approve and sign the JJAEP Monthly Activity Report (MAR) **(APPENDIX K- JJAEP MONTHLY ACTIVITY REPORT)** on a monthly basis and submit the form and all related supporting documentation to the JJAEP Administrator by the 3rd calendar day of the month. If the third calendar days fall during a weekend or holiday, the report will be due by the following work day. Late or inaccurate submissions will result in a non-compliance finding.
 - a. If any alterations are made and not initialed, it may result in a non-compliance finding.
9. The identified Campus Administrator will review and approve the MAR prior to submission to JPD as part of accountability and JJAEP campus quality assurance. This will also assist to minimize errors on the MAR report.
10. The JJAEP Administrator has the authority to reconcile any discrepancies. Any discrepancies, errors or lack of supporting documentation originating from the ISD that cannot be reconciled will be considered non-compliance and noted as part of the monthly compliance report, Annual Management Review and/or Annual Performance Review.
11. Upon final internal approval, the JJAEP Administrator will forward the Monthly Activity Report, attendance voucher and all supporting documentation to TJJD by the 10th calendar day of each operating month.
12. Late submissions are non-compliance and will require the JJAEP Administrator to send an email to the TJJD Performance Accountability Specialist and cc copy the Chief Juvenile Probation Officer and the El Paso County Auditor's Office specifying the reasons for lateness and action plan to submit MAR documentation as soon as possible.
13. Reimbursement to districts is done on a quarterly basis, however, voucher is submitted to the state on a monthly basis.
14. Due to the complex process required for accurate submissions, attendance to MAR training is required by ISD staff and administrators as part of the annual refresher training.

§348.212 INTER-LOCAL COOPERATION

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

POLICY

Each school district's expelling entity shall notify a student's parent, guardian or custodian, the JJAEP campus, and the JJAEP Administrator of the student's enrollment into and exit from the JJAEP. A strong emphasis on parental engagement will be placed by the JJAEPs through the JJAEP intake and exit transition meetings, in which a regular educational review will be required to inform the parents regarding youth's educational status. Throughout youth's participation in a JJAEP setting, each JJAEP ISD will also advise parents of child's academic progress every semester or earlier if requested by El Paso County 65th District Court.

PROCEDURES

A. JJAEP PROGRAM REFERRAL AND ENTRY:

1. Pursuant to the Texas Education Code §37.0081 the authority to expel and place a student in an alternative school setting vests with the Board of Trustees of a school district, or the Board's designee.
2. The designated Behavior Coordinator for each expelling campus/district shall fulfill their duties as described in Chapter 37 rules prior to placement in JJAEP and in the event a student in JJAEP is subject to in-school suspension or out-of-school suspension.
3. Each ISD expelling entity/designee must conduct an expulsion hearing and forward the expulsion notice with the required data information (must include TSDS #) to the JJAEP Administrator no later than three (3) business days after the final appeal hearing is concluded and decision to expel is upheld. Failure to provide such written notice shall result in the child remaining in the Participating District's educational program.
4. Any youth placed in DAEP, while on waiting list for JJAEP placement will be credited those days towards JJAEP term. The JJAEP Administrator has the authority to change/update the JJAEP estimated exit date.
5. Documentation received for JJAEP placement will be reviewed by the JJAEP Administrator to ensure JJAEP criteria are met. (Pursuant to the Texas Education Code, Chapter 37.007 and in accordance with the 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;
 - b. If the offense is drug or alcohol related and is punishable as a felony, the offense **MUST** have occurred on or within 300 ft of school property, as measured from any point on the school's real property boundary line, or while attending a school sponsored or school related activity on or off school property;
 - c. The student **MUST** be **expelled** by the school district pursuant to a mandatory expulsion offense listed in §37.007 (a), (d), and (e) of the Texas Education Code. (**SEE APPENDIX L-JJAEP OFFENSE CODES**).

- d. 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 which is the basis of the expulsion.
- f. The respective law enforcement agency **MUST** make a formal referral to the Juvenile Court or Adult Justice System.
- g. To be accepted for placement in the JJAEP, a student must be expelled for a minimum of 75 school days. The maximum term may not exceed 180 program days, except for an expulsion involving a firearm, for which the maximum term is one (1) calendar year.
 - (i) Based on the current capacity under building code regulations, YISD is required to have no more than 32 students placed at JJAEP at one time. However, should special circumstances arise in the event that JJAEP enrollment is at 90% of capacity, or if any one Participating District has more than 67% of the students enrolled in JJAEP. In such case, the Participating Districts agree that YISD, may limit the length of a student's placement at JJAEP to a maximum of 100 school days, and the "75-day placement review" may occur at any earlier date acceptable to the Participating District.
 - (ii) In the event that JJAEP enrollment is at 90% of capacity, a waiting list shall be established for acceptance into JJAEP. Participating districts may place expelled students in their own district's DAEP.
 - (iii) Students shall be accepted into JJAEP in the order placed on the waiting list. However, the student will only be accepted if there are a minimum of 45 days remaining in the term of expulsion.
 - (iv) A student whose expulsion involved violence, a terroristic threat, or a firearm will have priority on the waiting list and will be accepted for placement in JJAEP up to then 100% capacity.
 - (v) In the event a student enrolled in the JJAEP commits an infraction that violates the YISD or the JJAEP Student Code of Conduct, YISD may take disciplinary action as per the JJAEP Student Code of Conduct. Such action may extend the student's term of expulsion and JJAEP placement.
- h. In order to be accepted for placement in JJAEP, a student must be aged ten (10) and over and in grade 6 or higher and be expelled. The Participating District will fully consider all mitigating factors, exhaust all appeals and alternative DAEP placement before determination is made to place the student in JJAEP.
 - (i) The Participating District is aware and agrees that such student shall be placed and will receive educational services with middle school students at Cesar Chavez Academy Middle School.
 - (ii) Placement in JJAEP will not exceed twenty (20) school days, and enrollment of the elementary school student will not require YISD to add or reassign staff to meet teacher to student ratios on secondary levels.
 - (iii) Participating districts acknowledge and accept that El Paso JJAEP may but is not required to separate middle school students from high school students in accordance with the Inter-local Agreement.

6. Each school district shall provide a copy to the El Paso County Juvenile Probation Department of the order expelling a District's student pursuant to §37.007 of the Texas Education Code along with all information required pursuant to §52.041 of the Texas Family Code (*expulsion notice-TJJD Standard§348.108(b)) no later than the third (3) business day after a hearing is held pursuant to §37.009 of the Texas Education Code and the JJAEP 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 to the JJAEP Administrator.
7. Expulsion Notice shall also be provided to parent/guardian, JJAEP Campus, and JJAEP Administrator. At a minimum, expulsion notice should contain:
 - a. Student's Name and DOB.
 - b. Mandatory Offense.
 - c. Offense Code.
 - d. Expulsion Term.
 - (i) Expulsion Date.
 - (ii) Expulsion Term Expiration.
 - (iii) Identified Review Date.
 - e. Texas Student Data System (TSDS) number.
 - f. PIEMS number.
 - g. Law Enforcement Agency (LEA) incident report number.
 - h. If student is classified as special education and/or 504. Special education and 504 documents must be provided to the JJAEP Administrator alongside the expulsion notice package.
8. If student is eligible for special education services, the Participating District must provide a copy of the Admission, Review, and Dismissal report (ARD). The ARD committee documentation must be maintained for each special education eligible student to include the most recent full and complete ARD meeting paperwork, the manifestation determination ARD meeting paperwork, and the most recent evaluation of eligibility for special education services.
9. Each school district shall provide a copy of the law enforcement report or "Notice of Delinquency" for the offense for which the student is being placed into the JJAEP along with the Expulsion Letter/Notice.
 - a. For adult students pending charges within the Adult Criminal Justice System, the JJAEP Administrator may not require an offense report to be provided by the participating school district, if offense report is obtained directly from On-Call Records (WebRMS) and confirmation determines that the offense meets the mandatory criteria and probable cause has been established.
10. The JJAEP Administrator will forward the "REFERRAL ACCEPTANCE FOR JJAEP PLACEMENT" to the referring district and Campus Administrator within three (3) business days upon receipt of the appropriate documentation to include: the police report or Notice of Delinquency notification, Expulsion Order and/or Expulsion Letter in its entirety. **(SEE APPENDIX M – JJAEP ACCEPTANCE FORM)**
11. The JJAEP Administrator will forward a "REFERRAL DENIAL" form to the referring school district if criteria on the police report does not meet the requirements specified in the JJAEP Inter-local Agreement pursuant to §37.007 of the Texas Education Code. **(SEE APPENDIX M-1 – JJAEP DENIAL FORM)**
12. Failure to enroll in the JJAEP program within seven (7) school days of the JJAEP acceptance (in which no appeal is pending) will result in the reversal of the JJAEP acceptance.
13. To facilitate a smooth transition, facilitate a student's placement in a JJAEP and meet standards pursuant to 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.

14. The school records request form includes the following:
 - a. The withdrawal form from the home school.
 - b. Transcripts.
 - c. CUM file.
 - d. Special Education Records, if applicable to include ARD documentation such as the Manifest documentation and IEP upon exit.
 - e. Notification of Expulsion.
 - f. Immunization.
 - g. Grades and credits; and
 - h. State assessment scores (SEE EXIT DATA REPORTING)
15. The JJAEP Campus will schedule a JJAEP Intake appointment with the student and parent within five (5) to seven (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.
16. Although a student may be accepted into JJAEP, enrollment in the JJAEP may be delayed due to capacity limits or other special circumstances.
17. During the JJAEP intake, the parent and student will receive a copy of the JJAEP Student Code of Conduct (SCC) and sign the **JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGMENT STATEMENT (APPENDIX N)** along with other JJAEP intake documents to include the **Abuse, Neglect and Exploitation Form (SEE APPENDIX S)**. An emphasis will be placed on the JJAEP's policy regarding a zero tolerance for sexual abuse, prevention of Abuse, Neglect or Exploitation and compliance with the Prison Rape and Elimination Act for all juvenile justice programs, to include JJAEP.
18. Upon the commencement of the school year and as deemed appropriate, Participating Districts will hold review under Inter-local Agreement Placement Review section for returning JJAEP students that carried over from prior school year and have met the 75th day placement day in JJAEP.
19. For students who are expelled into the JJAEP and are accepted but do not enroll under the JJAEP due to parents withdrawing the student, the student will remain eligible for JJAEP expulsion upon enrolling back into a formal school district. The expelling district would need to hold another expulsion hearing and provide a new expulsion term along with the required expulsion package.

B. PROGRESS REPORTS

1. Copies of the JJAEP student's progress report will be provided to the parent, guardian, or custodian and the JJAEP Administrator at a minimum of every 120 days or earlier. The JJAEP Administrator or 65th District Court may request grades more frequently.
2. The JJAEP campus shall regularly review the student's progress towards meeting adequate academic standards. The JJAEP Exit Transition Meeting is intended to review the youth's JJAEP placement and achievements, develop youth's graduation or educational plan due to return to home school and identify supports for youth to remain successful.

C. JJAEP EXIT CRITERIA

1. A student shall exit from the JJAEP upon the expiration of the term of expulsion as stated on the student's expulsion letter, upon completion of their court ordered or deferred supervision; or at the discretion of the school district after advising the JJAEP Administrator in writing of the district's decision. It is highly recommended that the sending school expel for a minimum term of 75 school days. This minimum term allows for adequate timeframe for student to demonstrate progress and take the IOWA standardized test as part of the JJAEP Performance Measurement.

- a. All ISDs afford an appeal process to the expulsion decision and a school district has the discretion to make an administrative decision and remove a student from the JJAEP at any time and return the student to the home school or place in the 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.
 - b. Should the ISD overturn their ruling, the ISD or designee must notify the JJAEP Administrator within same day of decision.
2. The student will be JJAEP post-tested (IOWA Basic Skills Test, Complete or Survey on-line versions) prior to projected exit date if he/she has been enrolled in the JJAEP for a minimum of 65 days.
3. Assigned Probation Officers must inform the JJAEP Administrator (in writing) within 30 days in advance of projected early termination date if youth will be recommended for an earlier termination than what was originally advised on the JJAEP Collaboration and Status Notice. This notification is vital as youth must be post tested prior to exit from a JJAEP campus and for purposes of reimbursement. Once youth's supervision status changes and he/she is no longer under the supervision of the Court, it may result in the Post Test not being given due to youth's JJAEP exit.
4. If a student has completed Deferred Prosecution (DP), Court Ordered Probation, Adult Community Supervision, a Motion to Terminate, Review Hearing Order (terminating the student), Letter of Closure/Completion from Deferred Prosecution (DP) or other official closure action the JJAEP Administrator or designee shall be responsible for communicating the change in legal status to the JJAEP Campus and the respective School District.
5. The School District will make the determination to transfer the student into their Disciplinary Alternative Education Program (DAEP) or return the student to their home school. Notification will be required from the school district advising of their decision within five (5) business days. The email and ISD response will be placed in the student's JJAEP case.
6. If the student's 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 case.
7. 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.
8. A withdrawal packet will assure that that the home school receives all the necessary information needed for the student's continued success. **(APPENDIX O- EXIT DATA REPORTING FORM)**

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 or designee, CIS, special education teacher (as applicable), guidance counselor, student, parent/guardian, assigned Probation Officer or JPD representative and home school Administrator or designee. The meeting's purpose will be to review youth's JJAEP placement and achievements, develop youth's graduation or educational plan due to return to home school and identify supports for youth to remain successful. The following information is also reviewed during the JJAEP Exit Transition Meeting:
 - a. A review of educational courses attended. 327

- b. Credits earned and credits pending.
 - c. Youth's discipline and behavior progress and areas of improvement.
 - d. Attendance record.
 - e. IOWA assessment pre and post test scores, if available.
 - f. STAAR or TAKS assessment scores.
 - g. Transcript and grades in progress.
 - h. Youth's accomplishments and improvements.
4. At the time of official exit, the parent will be provided with a withdrawal packet (Withdrawal packet or Universal Lever) –from the JJAEP facility which may include: Withdrawal form/Universal Lever, grades, credits, attendance records and immunization.
 5. The JJAEP will forward the student's transcript to their respective home school.
 6. Respective JJAEP registrar shall transfer all grades and course credit earned to the sending school districts when a student is transferred back to the home school district.
 7. A transcript for graduating students will be required. The transcript must advise that the student is being "recommended for graduation".
 8. If the student's court disposition/status changes such as charges being downgraded, lowered to a misdemeanor charge, not found guilty, case was dismissed, or no disposition ordered, each school district determines whether a student returns to the home school or is placed into the district's Disciplinary Alternative Education Program (DAEP).

E. STATEWIDE ASSESSMENT

It is the policy of the El Paso County JJAEP that all students enrolled in the program shall take the State of Texas Assessment of Academic Readiness (STAAR) examination and it shall be administered at the appropriate grade level to the student at the JJAEP.

1. If required due to grade level classification, JJAEP students will take the state assessment (STAAR replaced TAKS). Students that were started with the TAKS test will continue to be tested with TAKS. Students beginning to be assessed will begin with the STAAR assessment. Eventually the TAKS will phase out.
2. Teachers are trained in accordance with TEA guidelines at a staff development prior to the scheduled testing.
3. Each JJAEP has a designated testing coordinator (usually the school counselor) to assure that the TAKS or STAAR is carried out appropriately and is responsible for safeguarding the confidentiality of the test and ensuring the test is administered as per established guidelines.
4. Designated teachers may assist the principal in verification of grade status, securing test materials, and administering 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 five (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.
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 via email the following documentation to the JJAEP Administrator on a monthly basis. If updated, records are needed for Court purposes:
 - a. Monthly Activity Report (MAR).
 - b. Spreadsheet/Roster; (Accompanies MAR, designates when a JJAEP student enters and exits).
 - c. Attendance Records - (Accompanies MAR, JJAEP students on probation require Probation Services officers to request educational records or referrals for Court purposes).
 - d. Grades in Progress; Discipline Referrals (required for all major violations of the JJAEP Student Code of Conduct, but all referrals are needed for Court reporting).
 - e. JJAEP campus will provide an updated JJAEP Staffing and Certification Log listing and CPR, First Aid and CPI certification log every month at the time the MAR is submitted (Sent with MAR).

§348.214 PHYSICAL PLANT POLICY

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

POLICY

The JJAEP will abide by federal, state, local ordinances and codes, and TJJD Standards for Physical Plant compliance. 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-1- PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT)**

PROCEDURE

1. All emergency exits within each of the JJAEP campuses should be:
 - a. Properly positioned.
 - b. Clear of obstruction
 - c. Permanently marked for evacuation in the event of fire or another emergency.

2. Places of assembly must have a minimum of two (2) operational exit options.

3. The local Fire Marshal has issued occupancy limit notices (capacity signs) for the El Paso County JJAEP campus. Each facility establishes that they will comply with the state and local fire authority regarding:
 - a. Rated capacity in classrooms.
 - b. Rated capacity in the cafeteria with tables in room; or without tables in the room.
 - c. Rated capacity in the gymnasium area (if applicable).
 - d. Capacity of the JJAEP facility as determined by the local Fire Marshal.
4. Each school district will ensure that the JJAEP facility provides comprehensive insurance coverage that includes property insurance and comprehensive general liability insurance. Insurance coverage includes workers compensation in accordance with the laws of the jurisdiction.
5. A copy of the policy can be obtained through the school districts' central offices.
6. Each JJAEP facility will ensure that interior finishing materials; furnishings in classroom areas, exit areas and places of public assembly are in accordance with recognized National Fire Safety Codes and the referenced guideline.
7. Separate and adequate space in the El Paso County JJAEP campus is provided for all mechanical equipment such as heating, air conditioning, electricity, etc.
8. The YISD JJAEP campus will ensure that the facility has appropriate means and steps implemented to provide comprehensive safety and protection to students within the facility and to prevent access by the general public without proper authorization or clearance.
9. The YISD will assure that the JJAEP campus conform to all applicable Federal, State and Local Building Codes and shall have available for inspection at all times a "Certificate of Occupancy" issued by the city of El Paso verifying that all necessary local building codes have been met in order for the program to operate within each JJAEP campus.
10. To determine compliance with this standard, the following will be reviewed:
 - a. Review the facility's most recent fire inspection report for any violations cited by the appropriate authority. Fire Inspection Report should be posted within the facility where it is easy visible.
 - b. Review the current health inspection report, if applicable. Health Inspection Report should be posted in the facility's kitchen area where it is easily visible.
 - c. Review the current food handler's certification, if applicable. Food Handler's certification should be posted in the facility's kitchen area where it is easily visible.
11. The JJAEP will use the COMPLIANCE MONITORING ASSESSMENT-PHYSICAL PLANT to examine the applicable areas. A compliance monitoring assessment will be conducted yearly by JPD/JJAEP. If findings show that there are continued non-compliances the JPD/JJAEP may need to conduct more frequent compliance monitoring assessments.
 - a. Facility Administrators will be notified of the discrepancies to be corrected as soon as possible. On the Physical Plant §348.214 a period of two weeks to correct non-compliance will be given.
 - b. The Physical Plant Compliance Monitoring Assessment will be reviewed by the Director of Intake Services for approval and guidance on actions to be taken on any incidents of non-compliance found within any of the JJAEP facilities.
 - c. Compliance Monitoring reports will also be forwarded to the Juvenile Chief Probation Officer who will provide compliance/non-compliance matters to district superintendents, school administrators, and other district officials in charge of their alternative schools.

§348.216 SAFETY, SECURITY, AND EMERGENCY 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.

1. Alarm system activation may be necessary to activate the evacuation/lockdown procedures.
2. Support staff radios; security supervisor on duty; and designated response staff will announce a designated code, i.e., a "Code Red".
3. Supervisor and response staff will deploy to location of the crisis.
4. To ensure timely response by supervisory staff during the designated code, a fire drill shall be conducted a minimum of twice (2) per academic year. A fire drill code report shall be filled out by a School Administrator or designated person performing the drill and submitted to the School Administrator after each drill.

Front Desk/Control Area:

1. The front desk/control area shall be staffed with at least **one staff member** during regular business hours.
2. Supervision staff will rotate monitoring the front desk/control area whenever JJAEP support staff is unavailable.
3. The use of the JJAEP phones at the front desk/control area shall be limited to business related calls to authorized personnel only. Any necessary personal phone calls that must be made shall be kept to a minimum to ensure security of the incoming and outgoing persons, JJAEP students, etc.

School Sponsored Events Off Campus:

1. JJAEP students participating in any type of outings will be adequately supervised. Precautions will be taken to assure that there are enough authorized personnel to supervise students.
2. Headcounts will be conducted periodically to assure that all students are present.
3. If JJAEP staff uses their personal vehicles to transport, they must have adequate liability insurance which should be current and in their employee electronic file.
4. A Parental Authorization form for students participating in an outing must be obtained prior to the departure on the outing.
5. In the event of a serious incident occurring during an outing, the same procedures will be practiced as outlined for any serious incident or emergency situation while on campus. Report the incident immediately to emergency personnel, administrators, and to TJJJ if applicable. In the latter, a TJJJ Incident Report must be submitted within 24 hours for all TJJJ serious incidents or ANE allegations.

General Public/Visitors:

1. At no time will citizens from the general public be allowed to access the main corridor, or interior of the facility without prior clearance and approval from JJAEP operational staff.
2. All visitors shall report to the front desk/control area for verification, sign-in and declare the nature of their business.
3. No visitors will be allowed to pass the control area without prior authorization or clearance.
4. Visitors roaming the outside campus grounds should be reported immediately to campus security or ISD police, or city police (if stationed on campus).

SCHOOL BUS TRANSPORTATION

Transportation of students attending the JJAEP will be the responsibility of the student's sending District. Neither the JJAEP, nor the Educational Fiscal Agent is responsible for transportation of students sent by other Districts attending the JJAEP, including students with disabilities who require transportation as a related service. Before making the decision to place an expelled student at JJAEP, the Participating District shall determine the student's access to transportation to JJAEP and put a transportation plan in place. If a transportation issue is identified after placement at the JJAEP, an emergency meeting with all involved parties, to include invitation to parent(s), will be held. Should transportation be an ongoing barrier to attendance, the student may be exited from JJAEP and returned to the sending school district.

Parents or other designated responsible adult are expected to provide supervision of their own child at the bus stop site. Parents, or other designated responsible adult are expected to remain at the pick-up site in the morning until the student boards the bus as well as be at the bus stop site when the child gets off the bus in the afternoon. If the participating district does not provide bus transportation, parents/guardians are ultimately responsible for transporting the JJAEP student to and from the JJAEP facility. Students are expected to arrive on time to school regardless of their method of transportation. JJAEP personnel authorized to transport JJAEP students must have proof of adequate auto liability insurance and a current driver's license when transporting in personal vehicles.

PROCEDURE

1. Before making the decision to place an expelled student at JJAEP, the Participating District shall determine the student's access to transportation to JJAEP and put a transportation plan in place.
2. If a transportation issue is identified after placement at the JJAEP, an emergency meeting with all involved parties, to include invitation to parent(s), will be held.
3. Should transportation be an ongoing barrier to attendance, the student may be exited from JJAEP and returned to the sending school district.
4. Any serious incident or negative behavior of a JJAEP student will be reported to the School Administrator/Assistant Principal.
5. Bus drivers will follow their districts policy on maintenance and transportation of students.
6. 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.
7. A copy of the incident report will be forwarded to the JJAEP Administrator and maintained in the student's JJAEP/JPD case.
8. Emergencies while transporting students will be handled appropriately by notifying police, EMS, administrators, parents, TJJD, and JJAEP Administrator in a timely manner. They will be handled like any other emergency situation.
9. Adult students that present a dire need to use their personal vehicles and the permission of their parents to get to school may be considered. The student will be required to present proof of current insurance and possess a current TX Driver's License to their JJAEP campus.

EMERGENCY SITUATIONS

The JJAEP shall have written policies and procedures regarding emergency situations and will address emergency evacuations plans; assignment of staff responsibilities; and notification of emergency services. It is the policy, procedure, and practice of the El Paso County JJAEP to have emergency procedures including but not limited to:

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

PROCEDURE

A. FIRE

1. JJAEP fire prevention regulations and practices shall ensure the safety of staff, students and visitors at all times.
2. The El Paso Fire Department will respond to any-and-all emergencies experienced at the JJAEP
3. The El Paso Fire Department shall inspect the JJAEP 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 Administrator shall ensure that all staff is trained and knowledgeable in the use of all fire safety equipment and in implementation of written emergency plans and procedures.

Combustible Refuse:

All other combustible refuse (i.e., rags used with flammable liquids) will be disposed of immediately after use in the outside metal dumpster. At no times will combustible materials such as this be kept or stored within the JJAEP campus facilities.

Fire Drill Procedures:

Fire drills shall be conducted at least twice (2) a year; however, some school district policies require fire drills no less than once a month during the JJAEP daily program. The following protocol applies for Fire Drills:

1. The School Administrator/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.
10. Records reflecting the fire drill(s) shall be maintained and provided to the JJAEP Administrator.

Evacuation Plan:

It is the policy of JJAEP to provide an evacuation plan for staff members, students and visitors in the event of fire or a major emergency requiring evacuation of the JJAEP facility. All JJAEP Staff are trained in the implementation of

written emergency plans through the Campus Administrator upon assignment to the JJAEP Campus and this component is also reviewed as part of JJAEP New Orientation Training.

1. The JJAEP School administrator shall ensure all staff is familiar with the building floor plans and primary and secondary evacuation routes.
2. Fire or exit drills may be conducted monthly as per certain ISD policy. For all fire drills conducted, the JJAEP 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.
3. A copy of the JJAEP floor plan and emergency evacuation routes shall be posted on prominent readily visible areas throughout the JJAEP buildings.
4. Exit signs are located in principal areas throughout the buildings and aid in the prompt evacuation of students and staff.

Fire Prevention Practices:

JJAEP Staff should always be on the lookout for fire hazards such as altered electrical outlets, overloaded electrical units, used/empty fire extinguishers and improper trash storage. It is essential that all staff make fire prevention a basic part of their daily activities. All staff shall be attentive to maintaining good housekeeping standards to enhance fire safety practices, including:

1. Proper storage of combustible material.
2. Prevention of hazardous electrical situations.
3. Training for students in fire safety procedures.
4. Fire drills.
5. Equipment checked regularly.
6. Purchase of fire resistant furnishings and materials within facility.

The Staff Member first detecting smoke or signs of a fire shall:

1. Utilize a fire extinguisher to put fire out if fire is small and controllable. However, the main purpose of the extinguishers is to assist in evacuation from the building.
2. After use, contact the JJAEP Campus Administrator to report the incident requiring the use of an extinguisher and request that the extinguisher be serviced and refilled.
3. After removing extinguisher from its mounting bracket, to activate and employ the fire extinguishers, the "PASS" methodology shall be utilized:
P - Pull the silver-colored pin.
A - Aim at the base of the flame.
S - Squeeze the handles together, and
S - Sweep side to side and from the bottom of the fire.

Fire Plan Review

The JJAEP School Administrator shall review the fire and emergency plan with JJAEP staff as specified in this document and update annually, if necessary.

Fire Investigations

The JJAEP 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.

Firefighting Equipment and Fire Fighting Personnel

The emergency number for fire and EMS assistance is 911. The emergency dispatcher should be provided all information necessary describing the nature of the emergency.

Emergency Lighting

Emergency lighting must be available and provide sufficient illumination to exit areas in the event of any emergency resulting in a power outage.

Fire Hydrants

Fire hydrants are accessible and properly maintained in accordance with city ordinances and regulations. El Paso County JJAEP campus will advise staff and students where all fire hydrants are located. The fire/smoke detection system within the JJAEP campuses, are comprised of the following elements:

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

Emergency Pull Stations

Emergency pull stations may be utilized when staff detect fire or smoke before the installed smoke detectors engage, or in any other emergency requiring staff and students to immediately evacuate the building according to posted safety floor plan. To set the alarm, pull down the handle and the alarm will sound. (Emergency pull stations will be tested annually).

Trash Receptacles

Trash receptacles are located throughout the facility they shall be maintained to reduce the possibility of fire. Trash receptacles shall be:

1. Fireproof.
2. Readily accessible.
3. Empty and cleaned daily.
4. Operational

Emergency Plans

A copy of the floor plans shall be posted throughout the JJAEP campus facilities.

First Aid Equipment

JJAEP staff has access to any of the emergency First Aid kits located throughout the facility and regular status JJAEP employees will also receive periodic First Aid training as part of JJAEP standards.

B. BOMB THREAT

Written Bomb Threat:

1. Save all the materials including any envelope or container.
2. Handle the material as little as possible, to preserve possible fingerprints.
3. Contact local law enforcement immediately to assess and intervene in the suspected bomb threat danger.
4. After police are notified, contact the JJAEP School Administrator/designee and advise of the status of the situation at hand. Turn over all material to the police upon their arrival at the scene.

Telephone Bomb Threat:

1. The staff member answering the telephone should refer to the FBI Information card on the next page and conduct the following instructions:
 - a. Exact words of the caller.
 - b. Exact time the call was received and ended.
 - c. Description of the caller's voice.
 - d. Questions to ask (try to get specifics): 335

- When is the bomb going to explode?
 - Where is it?
 - What type of bomb is it?
 - What does it look like, etc.?
2. Remain calm, be polite, and show interest; DO NOT hang up, even if the caller does.
 3. Try to keep the caller talking to learn more information regarding the potential threat.
 4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify law enforcement.
 5. Report the call to the School Administrator immediately when call is terminated.
 6. Take the students outside and move them to a safe distance away from the building.
 7. Law Enforcement or proper emergency response authorities upon deciding that a search is warranted will conduct search of the premises.
 8. In the event that facility has to be evacuated due to an imminent bomb threat, all students, staff, and visitors will be moved in an orderly manner out of the building to a safe location. Each facility has their evacuation plan to follow. Only emergency personnel will remain in the building and will be the only authority to approve the return into the facility. School Administrators and designated staff to assist in the evacuation shall be responsible for facilitating the evacuation from and back into the building when Law Enforcement and/or Fire Marshal give order to reenter the facility.
 9. Student's parents should be contacted and advised on the status and condition of their child within four (4) hours of the "all clear" given by law enforcement via telephone.

C. HAZARDOUS CONDITIONS

In the case of a **SEVERE STORM ALERT**: Students, staff, and visitors should be moved to a designated safety area in hallway.

In case of **LOSS OF ELECTRICAL POWER**: Emergency power automatically will be provided to a JJAEP facility via an automated emergency power generator, which will provide emergency lightening and back up to any other essential operational equipment.

D. ACTIVE SHOOTER EVENTS

The JJAEP campus must have policy and procedures in place and readily accessible to staff addressing active shooter events. Drills must be conducted as per district policy, statute or Texas Education Code standards to ensure students and staff are aware of the necessary steps needed to ensure preservation of life during an active shooter situation. Cesar Chavez Academy (CCA) classify active shooter drills as "lockdown drills".

E. RIOTS

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

F. MEDICAL EMERGENCIES

To ensure the safety of the JJAEP students, all medical emergencies (illness or injury) shall be responded to immediately. The JJAEP Nurse or designated staff member will call 911 for a medical emergency.

DEFINITION:

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

1. The staff member first to arrive on the scene will begin administering first-aid until professional medical care arrives. While one staff member is administering first-aid, another shall be responsible for calling 911 and obtaining EMS services, contacting the School Administrator, parents, and police on campus. The student's welfare is the highest priority, therefore all necessary actions to assure their well-being.
2. Life threatening situations will warrant EMS to transport the student to the University Medical Center of El Paso. A copy of the signed Consent for Medical Treatment will accompany the student with EMS personnel.
3. Once the student has been stabilized or transported, a JJAEP staff member will be responsible for the following:
 - a. Brief all necessary personnel on the situation and await further instructions from the school administration.
 - b. Assure that the parent or a staff member will be at the hospital to provide caring support. (If parent cannot be located, the student may have to be transported back to the school or home after a medical clearance has been obtained).
 - c. If School Administrators are not readily available, proceed immediately in obtaining medical services. Do not delay in securing medical attention.
 - d. In non-life threatening situations, a staff member or nurse will contact the parent to pick up the student.
 - e. All medical emergencies are required to be documented. A TJJD Incident Report will be submitted when any medical treatment has been provided. If it is a serious incident, it shall be reported via a telephonic call within one (1) hour to police and within four (4) hours to TJJD. The ANE Incident Report must be submitted within twenty four (24) hours of the incident.

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

POLICY

TJJD standards require that two (2) staff members be certified at all times in Cardio-Pulmonary Resuscitation (CPR) and First Aid at all times when on duty and in close proximity to the students when students are present at the JJAEP campus. In accordance with the JJAEP Inter-local Agreement, the standard will be followed and both EPISD and YISD will ensure that at least two (2) regular staff members on duty at all times will be certified in CPR and First Aid. These certified staff members must be in close proximity of JJAEP students throughout the course of the 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 (2) staff members included in the daily ratio and in close proximity to JJAEP students are certified in CPR/First Aid at all times.

PROCEDURE

1. The JJAEP must have at least two (2) JJAEP staff certified in CPR and First Aid at all times on-site. New employees must acquire their certifications (CPR/ First Aid and CPI) within 60 days of hire.

2. Certification of all regular status employees will be submitted as part of the **STAFFING AND CERTIFICATION LOG (APPENDIX F)** on a monthly basis along with the TJJD Monthly Activity Report to demonstrate that at least two regular status staff members are updated on their CPR and First Aid certifications.
3. Certification Logs will not contain names of short or long term substitutes as YISD only provide this certification for regular status employees. Copies of cards with expiration dates will also be submitted as proof of certification to the JJAEP Administrator.
4. Certification records will be safely stored at the JJAEP Administrator's electronic repository.
5. **Nurses** are required to have proof of CPR/First Aid, and CPI certifications and should be an identified employee that does not lapse in above certifications.
6. Communities Activities Officers (CAO) must be certified in Crisis Prevention Intervention and CPR/First Aid in order to be certified as a CAO and meet recertification requirements every two years thereafter as per TJJD standards.

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

POLICY

Fire drills are practice sessions designed to teach participants the best means to escape in case of fire or another emergency. The JJAEP facility shall conduct fire drills at least twice (2) a year. A minimum of one (1) of the emergency exit drills shall be conducted during the first half of the school year (August-December) and one (1) shall be conducted during the second half of the of the school year (January-June).

PROCEDURES:

See Evacuation Plan

1. JJAEP fire prevention regulations and practices shall ensure the safety of staff, students and visitors at all times.
2. The JJAEP School Administrators shall ensure that all staff is trained and knowledgeable in the use of all fire safety equipment and in implementation of written emergency plans and procedures.
3. Written documentation (i.e., fire drill log, etc.) of the emergency exit drills, active shooter drills or lockdown drills shall be maintained. Documentation shall include the date, time, outcome and staff involved in the drills.

The JJAEP shall have written policies and procedures addressing the cancellation of classes due to an emergency situation and inclement weather. The School District will be responsible in making decisions to close down schools due to inclement weather or emergency situations.

JJAEP CLOSURE

The JJAEP must have written policies and procedures addressing the cancellation of classes due to a pandemic, natural disaster or other emergency situation

1. In case of inclement weather, staff, students and parents are asked to listen to the media to keep informed of school closures, delays or cancellations.
2. The ISDs may send out recorded phone messages to give further instructions or information on the closures, delays or cancellations of classes.

3. In case of inclement weather during the school day, staff and students will move to a safe place within the facility, if necessary. If there is a loss of electrical power, emergency power will automatically be provided through an automated emergency power generator.
4. In case of an emergency situation while classes are in progress. The JJAEP will be secured and locked-down. No one will be allowed to leave or come on to the campus until law enforcement or emergency responders inform that it is safe to resume normal activity.
5. JJAEP closures not only pertain to inclement weather but may also deal with emergency situations such as schools closing down due to a safety or health-related 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 JJAEP staff member.

When a student leaves the JJAEP facility for any reason this action should be communicated to all appropriate staff. JJAEP staff should make periodic head counts to ensure the earliest possible detection of an absent student. While moving students from one area of the facility to another, staff should walk behind the group to avoid a student leaving the group. A head count should be conducted when the group arrives at its destination.

Group Movement outside the Facility:

1. JJAEP staff will explain behavioral expectations to students before going outside the facility on activities, field trips, or school sponsored events. General expectations of students outside the facility shall include, but not be limited to:
 - a. Participation in all activities.
 - b. Sit in assigned areas.
 - c. Remain with the group at all times.
 - d. Act and behave accordingly.
2. No less than two (2) JJAEP staff must monitor any outdoor activities with JJAEP students unless otherwise approved by the School Administrator/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 to the facility.

Student Arrival and Dismissal Protocol:

Students that are dropped off by their parents have a designated area to meet in the mornings with supervision provided at all times from the moment they arrive on campus. JJAEP students that are dropped off or bused in will be escorted to the search area. All students will be searched upon arrival and prior to the breakfast meal. Some campuses may instruct their students to wait in an area near the cafeteria while other campuses have a designated wait area until they can be escorted to get their breakfast. Some campuses will let the JJAEP students have their breakfast in the cafeteria at a designated time when DAEP students are not present. Other campuses will escort JJAEP students after they receive their food trays to a classroom where they normally have their meals.

Upon dismissal all students are escorted to the area where they meet in the mornings until their buses/parents arrive. JJAEP staff, campus police, or city police (located in some campuses) will be available to supervise students loading buses and students having to wait for their parents. Students shall be supervised at all times by JJAEP staff or police officers.

Supervision by Other Students:

At no time shall a student or a group of students be placed in charge of other student(s).

Use of 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 who have been trained and are authorized to complete this task. Searches of the

students and the facility are conducted for the safety and security of the students and staff. JJAEP staff conducting searches will be trained in the proper search techniques and in the conditions and purpose leading to searches of students and their property as part of new employee training and during annual refresher training, (i.e.; safety and security, probable cause, contraband control, etc). Staff will only follow techniques specified by JJAEP policy and procedure. Staff member conducting a pat-down search must be of the same gender as the student unless an exception is approved and documented by the JJAEP Administrator. A metal detector wand will be utilized to detect weapons. Only clothed searches are allowed. Strip searches and anal and genital body cavity searches are strictly prohibited.

Searches will be conducted for safety and security reasons only. The searches procedure may be modified to ensure the safety and security of JJAEP students and staff in light of a pandemic or natural disaster in respect to the existing procedures. Any modifications to the searches procedure must be noted and reported to the JJAEP Administrator.

When **clothed** searches are conducted the following guidelines should be followed:

DEFINITIONS

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

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

THE PURPOSES OF THE SEARCHES: In order to prevent the introduction of weapons or other dangerous contraband into the school/facility; or to discover hazards to health or safety that may go unnoticed during a more routine inspection. Searches are required to maintain student accountability and security of the facility.

GUIDELINES

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

PROCEDURE-CLOTHED/PATDOWN SEARCHES

All JJAEP staff participating in the mandatory pat down/clothed searches will be trained by the JJAEP Administrator or designated trainer. Pat downs/clothed searches will always be conducted in an area the line of sight of another staff member. **Searches will be conducted for safety and security reasons only.** At all times,

efforts will be made to keep the student's dignity intact. Professional actions, language and behaviors by staff towards the students during searches will be adhered to at all times. When clothed searches are being conducted there must always be a witnessing staff member present.

A. When searches are appropriate:

1. When a student arrives to school in the mornings;
2. Upon a student's return from an appointment outside the facility;
3. In the event that property or equipment cannot be located; and
4. In the event that there is reasonable suspicion or information has been received that a student may be in possession of a weapon or have contraband in their possession or on their person.

B. Components of a pat down search:

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

C. Procedures for conducting an individual pat down search:

1. Metal detector will be used to scan the body. Outline the body with the wand and front and back of body. The metal detector technique will be performed by the same sex gender.
2. Always wear gloves when conducting pat down searches.
3. Advise the student on what is about to occur. Ask the student if he/she has any contraband. If the student admits being in possession of contraband they should be instructed to remove it from their possession and turn it over to the searching staff.
4. Instruct student to pull out shirt and empty all pockets. NEVER reach inside a student's pockets. Instruct the student to turn their pockets inside out and place all contents in a pile on the floor in front of them. The items should include belt (if applicable), shoes, socks, and money if applicable.
5. Seasonal months may require students to wear layered clothing. Student will remove the layered clothing and instruct them to pile the clothing in front of them for inspection. Items may include jackets, sweaters, and gloves.
6. Clothing must be inspected by searching staff after the conclusion of the search. Inspect all outer garments carefully. Place them out of reach of the student, but within your sight. (Insoles, soles, and tongue of tennis shoes should be checked carefully). Shoes will be stomp together, and inspect them for concealed contraband; check between insoles, rubber of soles, and between insoles.
7. Visually inspect the student's hair without touching it. Check head area for any concealed items. When applicable, have student run fingers through hair. Female students must remove any pins or bands in the hair. Never pull or tug the hair of a student.
8. Check the student's nostrils.
9. Visually inspect the ears by instructing the student to pull their ears forward so you can clearly see behind each ear and visually inspect the inside of each ear.
10. Visually inspect the mouth. Instruct the student to open his mouth, stick out their tongue and rotate their tongue and move it side to side, up and down. Instruct the student to pull his/her lower and upper lip away and down from his mouth.
11. Instruct the student to face the wall with palms on the wall to secure the body in a steady and balanced position.

12. During all pat down/clothed searches, the searching staff must give verbal commands for the students to follow and not physically touch the student beyond what is necessary to facilitate the actual search. Specifically, searching staff are not to give physical prompts for movement, examples are, but not limited to, slapping the thighs to instruct the student to raise a leg, tapping head to instruct student to move head forward or backward. All searches should be open handed, not closed fist or tight squeezed.
13. The searching staff shall be positioned behind the student with his right foot between the student's feet while searching the right side of the body.
14. Starting on the right side, inspect the clothing carefully with fingers spread. Pat down the shoulder the arm and check the arm pit carefully. Inspect the seams of the clothing carefully. Pat down the hollow of the shoulders and the small of the back. Then move down the sides of the upper torso to the belt line. Check the waist band from outside.
15. Move up the sides and back down across the front of the chest. Make sure you check the center of the chest.
16. Starting at the back of the waistline, move to the front and back again coming across the abdomen moving down the buttocks and around the front covering the lower abdominal area and zipper.
17. Examine the waistband closely feeling all along the outside of the waist band as this is an area where things can be hidden easily.
18. From the back of the waistline, proceed down the back and sides of the legs to the feet. Check the trouser cuffs, bottom of the feet.
19. Proceed back up the inside of the leg, and up to the mid-thigh.
20. Examine the other leg in the same manner.
21. When searching a female student instruct her to pull the center of her bra away from the skin in order to loosen any concealed items. Run your fingers in a crisscross motion to inspect the seams of the bra at the front and rear of the student. Pull the straps of the bra away from the body and run your finger under the bra straps. This step should be done in a private area.

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

CONTRABAND

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

1. Drugs, alcohol or controlled substances.
2. Jewelry of any kind (males/females).
3. Any weapons or items that can be used as a weapon, including ammunition.
4. All tobacco products, including electronic cigarettes.
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 JJAEP nurse. Nurse may know or not know about the medication and its specific doses and will take the necessary action to contact parent regarding other information on the medication.

STRIP SEARCH TECHNIQUES ARE PROHIBITED

JJAEP staff will not conduct a strip search of a student at any time. If sufficient probable cause/suspicion exists that a student may be concealing contraband or weapon(s) underneath his/her clothing, the campus police or law enforcement shall be notified for further intervention and determination of next course of action to be pursued. If police 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 (SCC) or facility rules. The JJAEP Campus may provide disciplinary referrals for minor infractions deemed necessary. Major and minor violations resulting in any disciplinary referrals should be forwarded to the JJAEP Administrator and assigned Juvenile Probation Officer no later than the next school day. Disciplinary referrals resulting in out-of-school or in-school suspensions are also violations of a Judgment of Probation Order. Because all youth pending proceedings at JPD have the right to “due process”, it is important that ISD’s be descriptive and ensure all areas of a disciplinary referral are accurately noted. Such referrals may be entered as evidence at future court proceedings.

PROCEDURE

1. Any major or minor violation of the student code of conduct or facility rules that results in a disciplinary referral will be documented and parent notified as soon as possible but no later than twenty four (24) hours after issuance of disciplinary referral. All disciplinary referrals for JJAEP students must also be forwarded to the JJAEP Administrator.
2. If violation is also a serious incident as defined under TJJD guidelines (Youth sexual conduct, youth-on-youth physical assault, attempted suicide or reportable injury-restrain related or not restraint related) emergency units will be notified immediately but no later than one (1) hour. TJJD should be called within four (4) hours followed by an Incident Report within twenty four (24) hours via e-mail or phone call.
3. The JJAEP Administrator and the assigned Juvenile Probation Officer should receive an incident disciplinary report no later than the next school day. JJAEP numbers are located on Incident Report forms. (Form can be found in the electronic storage device provided to the employee at the beginning of the school year and during JJAEP New Orientation training.)
4. Details, violation, full name of the referring staff member, action taken by staff member(s) and administrator, date and time of incident, any staff members or students witnessing incident that is basis for the referral, and outcome of incident will be required on documentation. Documentation of a disciplinary report being forwarded to the JJAEP Administrator shall be maintained in the student’s JJAEP and JPD case file.
5. The JJAEP Administrator will provide a copy of the incident to the student’s Probation Officers having probationers in JJAEP (if referral not already sent to Juvenile Probation Officer) for further court action if necessary.
6. Incident will be discussed with the JJAEP School Administrators to assure that all information was gathered and to see if any improvement or intervention can be made to facilitate handling the matter.
7. Parent will be contacted to discuss the student’s behavior no later than 24 hours after incident.
8. Disciplinary reports are reviewed by TJJD on monitoring visits.

MAJOR DISCIPLINARY OFFENSES

1. Possession of contraband (Weapons) 344

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

REMEMBER THAT ANY SERIOUS INCIDENT (TO INCLUDE A RESTRAINT) IN WHICH MEDICAL ATTENTION IS NEEDED IS A MANDATORY ABUSE, NEGLECT OR EXPLOITATION MATTER (as per Chapters 350 and 358) AND MUST BE REPORTED TO TJJD WITHIN TWENTY FOUR (24) HOURS.

MINOR DISCIPLINARY OFFENSES

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

WEAPONS

The El Paso County JJAEP Probation Officer(s) and JJAEP staff will not possess/utilize a weapon or chemical agent at any time while at any JJAEP facility. At no time shall visitors be in possession of firearms or other weapons. Law enforcement personnel on active duty and who are acting within the scope of their job and authority may maintain possession of their weapon(s) or chemical agents while within the facility. El Paso County Juvenile Probation Officers are not authorized to carry weapons or chemical agents.

Pursuant to Texas Penal Code, Chapter 46.03(A)(1), a person may not enter El Paso County JJAEP Campus with a firearm, location-restricted knife, club, or prohibited weapons listed in section 46.05(A).

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

§348.218 RESTRAINT REQUIREMENTS

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

POLICY

It is the policy of the El Paso County JJAEP that all JJAEP staff members adhere to the restraint requirements set forth in 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;
 - (F) **Wristlets**--A cloth or leather band designed to be fastened around the wrist or arm which may be secured to a waist belt.
- (3) Mechanical Restraint**--The application of an approved mechanical restraint device which restricts or aids in the restriction of the movement of the whole or a portion of an individual's body to control physical activity.
- (4) Personal Restraint**--The application of physical force alone, restricting the free movement of the whole or a portion of an individual's body to control physical activity.
- (5) Physical Escort**--Touching or holding a student with a minimum use of force for the purpose of directing the student's movement from one place to another. A physical escort is not considered a personal restraint.
- (6) Protective Devices**--Professionally manufactured devices used for the protection of students or staff that do not restrict the movement of a student. Protective devices are not considered mechanical restraint devices.
- (7) Restraint**--Application of an approved personal restraint technique, an approved mechanical restraint device, or chemical restraint to an individual to restrict the individual's freedom of movement or to modify the individual's behavior.

Other Relevant Definitions to This Policy

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

MECHANICAL RESTRAINTS

The El Paso County JJAEP school personnel do not utilize mechanical restraints at their facilities. However, local and ISD law enforcement are available at each of the campuses; they are responsible for the use of mechanical

restraints and personal restraint matters should a situation arise involving the need to restrain a student. These law enforcement officers are certified peace officers and thus, trained and authorized on the use of mechanical restraints. Only certified and properly trained Community Activities Officers or Juvenile Probation Officers may use physical or mechanical restraints in a juvenile justice program.

PROCEDURE

Only a law enforcement officer may use mechanical restraints.

1. In no event are restraint techniques justifiable as punishment, discipline, compliance or intimidation by any law enforcement officers.
2. The use of any force by any law enforcement officer shall be fully documented and recorded by the JJAEP Campus Administrator or staff who witnesses restraint.
3. Any restraint conducted by a law enforcement officer requires a TJJD incident report form as case may also meet elements of a resisting arrest or other appropriate charge.
4. Restraint shall be terminated as soon as the youth's behavior indicates that the threat of imminent self-injury or injury to others is absent.
5. Any restraint incident resulting in bodily injury or serious bodily injury to a student, as defined in the Texas Penal Code, shall be reported to the County Juvenile Board or its designee in writing within twenty four (24) hours of the incident. The TJJD Incident Report will be utilized to report a restraint.

APPROVED PERSONAL RESTRAINT TECHNIQUE

It is the policy of the El Paso County JJAEP that only JJAEP staff trained and deemed competent in the approved personal restraint technique (Crisis Prevention Intervention) shall participate in any physical restraint of JJAEP students. Resource Officers-El Paso Police Department Officers and/or district campus police are also available during school hours to assist in any situation requiring law enforcement presence. YISD utilizes the Crisis Prevention Intervention (CPI) approved curriculum and have designated staff who are primarily responsible for searches and restraints. The JJAEP Campus also has staff certified in CPI such as Special Education personnel, nurses or campus patrol. To ensure for the safety of both the staff and students, under no circumstances shall staff not trained nor deemed competent in the district's approved physical restraint technique, participate in a restraint of a JJAEP student.

PROCEDURE

When physical intervention is used, the philosophy of the CPI model is to provide for the care, welfare, safety, and security of the students in our charge. As such, policies and procedures are developed in relation to the Crisis Prevention Institutes' curriculum of Non-violent Crisis Intervention as the goal is to eliminate the use of physical and mechanical restraints through effective verbal de-escalation techniques, whenever possible. In the case where certified JJAEP staff at the JJAEP campus, must engage in the use of force and a restraint, the following criteria shall be followed:

1. Certified ISD staff in the approved physical restraint technique shall only use the approved physical restraint technique (CPI). As taught and outlined in the YISD and JJAEP Student Code of Conduct (SCC) ISD staff who lapse in CPI certification throughout the year must not engage in a physical restraint of JJAEP youth. It will be the responsibility of the Campus Administrator to ensure that staff does not lapse in their certification and if a lapse occurs, staff are aware as to their limitations regarding restraints.
2. All El Paso County Juvenile Probation staff working directly with JJAEP youth at the JJAEP Campus shall be certified and maintain his/her certification in Handle With Care (HWC) technique accordingly; and
3. At no time shall an employee of the El Paso County Juvenile Probation Department or JJAEP ISD be involved in or assist in a physical restraint of a student or use any physical force against a student unless the employee has been deemed competent through the certified physical restraint technique.
4. Restraints shall ONLY be used in instances of:
 - a. Threat of imminent self-injury.

- b. Injury to others.
 - c. Serious property damage.
 - d. Restraints shall only be used as a last resort; and
 - e. Only the amount of force and type of restraint necessary to control the situation shall be used; and
 - f. Restraints shall be implemented in such a way as to protect the health and safety of the student and others; and
 - g. Restraints shall be terminated as soon as the student's behavior indicates that the threat of imminent self-injury, injury to others, or serious property damage has subsided.
5. Under no circumstances will physical force of any type be utilized or imposed on a student for the purposes of punishment, intimidation, or discipline; and
 6. Students are strictly prohibited from assisting staff in the discipline or physical restraint of other students. Students may assist staff by seeking assistance when or if directed to do so by staff.
 7. House Bill 785 amended Texas Education Code, Section 37.0021 which requires a written parental notice each time a restraint is used with a student receiving special education. Existing rules requires a good-faith effort to provide verbal notice on the day that restraint occurred and notice in writing within one (1) school day.

Staff Response against Sudden Assault:

Student against staff: If a staff person suddenly comes under attack by a student and is at imminent risk of serious bodily injury (i.e. a student grabs or chokes staff from behind; a student attacks staff from the front; student jumps on staff, etc.) staff may use whatever necessary force is required to escape and remove him/herself from the crisis situation and obtain additional help from other staff. **STAFF SHALL NOT USE NECESSARY FORCE TO GAIN THE "UPPER HAND" IN ORDER TO RESTRAIN THE STUDENT ALONE!**

Student against students: The use of force by a single staff member in a crisis situation where a student has suddenly attacked another student may be used only if the staff person is unable to obtain assistance from other staff **AND** one student is clearly at risk of being seriously hurt. In this situation, use of force may be used by the single staff person only to protect or remove the student being injured from the situation.

If a staff member ever finds him/herself in a situation where he/she is alone and someone, including themselves, is at imminent risk of being injured, force may be used only to AVOID, EVADE or ESCAPE from the imminent harm so that additional help may be obtained.

The Following Procedures Shall Be Followed When Physical Force Is Used Against a Student:

1. The school administrators must be notified of the physical force/restraint used and an incident report shall be completed and submitted to TJJD within 24 hours of documented incident.
2. A copy of the report will be placed into the student's JJAEP case.
3. JJAEP Campus Administrators and JJAEP Administrator shall be informed of all incidents where staff has had to use force against a student.

Procedures to be followed when a student allegation is made against a JJAEP staff member can be found under the Grievance Process of this policy and also within the Student Code of Conduct, which is an appendix to this policy.

MEDICAL TREATMENT:

1. Any person (staff or student) injured during a physical restraint incident shall receive immediate medical attention and treatment using Standard First Aid Procedures.
2. If an emergency or life-threatening situation is apparent, contact EMS for assistance.
3. If serious injuries are suspected or detected, contact the school administrator/JJAEP Administrator. The child or Staff person will be transported to the University Medical Hospital Emergency Room either by Staff or EMS.

4. All medical emergencies will be documented. After the incident has been controlled, all parties will complete and submit all appropriate documentation of the serious incident within 24 hours or by the end of the next working day documenting the nature of the injury.
5. All situations that meet criteria for serious incidents shall be reported to TJJD and law enforcement within required timeframes.

**RESTRAINT PROHIBITIONS
POLICY**

The El Paso County JJAEP Campus will not utilize restraints that employ any of below listed techniques, which are strictly prohibited.

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

Restraint Documentation

It is the policy of the El Paso County JJAEP, that restraints should be used as a last resort when all other behavior management techniques have failed or the youth presents an immediate danger to himself/herself or others. JJAEP staff members and campus administrators should be mindful of their ISD policies and Employee Code of Conduct regarding physical contact and restraints of students and be cognizant that JJAEP policies may be stricter and apply additional measures of accountability. All restraints shall be fully documented, communicated to the JJAEP Administrator and TJJD and maintained in the student’s case file. Written documentation regarding the use of restraints requires the submission of the **TJJD INCIDENT REPORT (SEE APPENDIX P)** by all involved staff members within 24 hours and will follow all policies, procedures, and timelines to start the process of reporting a restraint. **(SEE APPENDIX Q - INTERNAL INVESTIGATION REPORT)**

Only certified and properly trained Community Activities Officers or Juvenile Probation Officers may use physical or mechanical restraints in a juvenile justice program. The exception in 348.218(b) is that any JJAEP staff member who is trained in the approved personal restraint technique may use a personal restraint but not a mechanical restraint.

PROCEDURE

Incident Report Documentation

An Incident Report will be filled with the following information.

1. Name of student.
2. Staff member(s) name and title(s) who administered the restraint.
3. Date of the restraint.
4. Duration of the restraint including notation of the time the restraint began and ended.
5. Location of the restraint.

6. Description of preceding activities.
7. Behavior prompting the restraint.
8. Type of restraint applied.
9. Efforts made to deescalate the situation and alternatives to restraint that were attempted.
10. Any injury that occurred during the restraint.
11. Other entities/persons that must be notified should include: the JJAEP Administrator; School District Administrators, and parents/guardians.

§348.220 SERIOUS INCIDENTS

Serious Incidents. All JJAEP programs shall adhere to the serious incident requirements set forth in chapters 358 of this title.

POLICY

It is the policy of the El Paso County JJAEP that the School Administrator/designee, shall report a death, suicide, attempted suicide and any serious injury, including youth-on-youth assaults, that requires medical treatment by a physician or physician's assistant that occurs in the JJAEP. In the cases of death, sexual abuse or serious physical abuse (injury that requires medical treatment) emergency units and law enforcement should be called immediately and no later than one (1) hour and TJJJ will be called within four (4) hours and a written report will be submitted within twenty four (24) hours. **(SEE APPENDIX P- TJJJ 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, NEGLECT AND EXPLOITATION

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 terms "abuse," "neglect," and "exploitation" have the meanings given in Texas Family Code §261.001 and §261.401. For the purposes of this chapter, "abuse" includes sexual abuse and serious physical abuse as defined in this section.
- (2) Alleged Victim**--A juvenile who is alleged to be a victim of abuse, neglect, or exploitation.
- (3) Attempted Escape**--Committing an act that amounts to more than mere planning but that fails to effect an escape.
- (4) Attempted Suicide**--Any voluntary and intentional action that could likely result in taking one's own life.
- (5) Chief Administrative Officer**--Regardless of title, the person hired by a juvenile board who is responsible for oversight of the day-to-day operations of a juvenile probation department, including a juvenile probation department with multi-county jurisdiction.

- (6) Escape** --The unauthorized departure of a juvenile who is in custody or the failure of a juvenile to return to custody following an authorized temporary leave.
- (7) Founded**--The finding assigned to an internal investigation when the evidence indicates that the conduct which formed the basis of an allegation of abuse, neglect, or exploitation occurred.
- (8) Incident Report Form**--The form used to report to TJJD allegations of abuse, neglect, or exploitation, the death of a juvenile, and serious incidents.
- (9) Inconclusive**--The finding assigned to an internal investigation when the evidence does not clearly indicate whether or not the conduct that formed the basis of an allegation of abuse, neglect, or exploitation occurred.
- (10) Internal Investigation**--A formalized and systematic inquiry conducted in response to an allegation of abuse, neglect, or exploitation or the death of a juvenile.
- (11) Internal Investigation Report**--The written report submitted to TJJD that summarizes the steps taken and the evidence collected during an internal investigation of alleged abuse, neglect, or exploitation or the death of a juvenile.
- (12) Juvenile**--A person who is under the jurisdiction of the juvenile court, confined in a juvenile justice facility, or participating in a juvenile justice program.
- (13) Juvenile Justice Facility ("facility")**--A facility that serves juveniles under juvenile court jurisdiction and that is operated wholly or partly by or under the authority of the governing board or juvenile board or by a private vendor under a contract with the governing board, juvenile board, or governmental unit. The term includes all premises and affiliated sites of the facility, whether contiguous or detached. The term includes, but is not limited to:
- (A) A public or private juvenile pre-adjudication secure detention facility, including a short-term detention facility (i.e., holdover), required to be certified in accordance with Texas Family Code §51.12;
 - (B) A public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with Texas Family Code §51.125; and
 - (C) A public or private juvenile non-secure correctional facility required to be certified in accordance with Texas Family Code §51.126.
- (14) Juvenile Justice Program ("program")**--A program or department that:
- (A) Serves juveniles under juvenile court or juvenile board jurisdiction;
 - (B) Is operated wholly or partly by the governing board, juvenile board, or by a private vendor under a contract with the governing board or juvenile board. The term includes:
 - (i) A juvenile justice alternative education program;
 - (ii) A non-residential program that serves juvenile offenders under the jurisdiction of the juvenile court or juvenile board; and
 - (iii) A juvenile probation department.
- (15) Juvenile Probation Department ("department")**--A governmental unit established under the authority of a juvenile board to facilitate the execution of the responsibilities of a juvenile probation department enumerated in Title 3 of the Texas Family Code and Chapter 221 of the Texas Human Resources Code.
- (16) Medical Treatment**--Medical care, processes, and procedures that are performed by a physician, physician assistant, licensed nurse practitioner, emergency medical technician (EMT), paramedic, or dentist. Diagnostic procedures are excluded from this definition unless intervention beyond basic first aid is required.
- (17) Private Facility Administrator**--The individual designated by the governing board of the facility who has the ultimate responsibility for on-site management and operation of a facility operated under contract with the juvenile board.
- (18) Reasonable Belief**--A belief that would be held by an ordinary and prudent person in the same circumstances.
- (19) Report**--Formal notification to TJJD of alleged abuse, neglect, or exploitation, the death of a juvenile, or a serious incident.
- (20) Reportable Injury**--Any injury sustained by a juvenile accidentally, intentionally, recklessly, or otherwise that:
- (A) Does not result from a personal, mechanical, or chemical restraint and requires medical treatment; or
 - (B) Results from a personal, mechanical, or chemical restraint and is a substantial injury.
- (21) Serious Incident**--Attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault, or youth sexual conduct.
- (22) Serious Physical Abuse**--Bodily harm or a condition that:
- (A) Resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect, or exploitation; and
 - (B) Requires medical treatment.

(23) Sexual Abuse--Conduct committed by an employee, volunteer, or other individual working under the auspices of a facility or program against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact. A juvenile, regardless of age, may not consent to the acts as defined in paragraphs (24) and (25) of this section under any circumstances.

(24) Sexual Abuse by Contact--Any physical contact with a juvenile that includes:

(A) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;

(B) Contact between the mouth and the penis, vulva, or anus;

(C) Contact between the mouth and any body part with the intent to abuse, arouse, or gratify sexual desire;

(D) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the actor has the intent to abuse, arouse, or gratify sexual desire;

(E) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the actor has the intent to abuse, arouse, or gratify sexual desire; and

(F) Any attempt to engage in the activities described in subparagraphs (A) - (E) of this paragraph.

See specific definitions under 37 TAC Chapter 358

(25) Sexual Abuse by Non-Contact-- Any sexual behavior, conduct, harassment, or actions other than those defined as sexual abuse by contact, which are exhibited, performed, or simulated in the presence of a juvenile or with reckless disregard for the presence of a juvenile, including but not limited to:

(A) Any threat or request for a juvenile to engage in the activities described in paragraph (24) of this section;

(B) Any display of uncovered genitalia, buttocks, or breasts in the presence of a juvenile;

(C) Voyeurism, which means an invasion of privacy of a juvenile for reasons unrelated to official duties, such as peering at a juvenile who is using a toilet to perform bodily functions; requiring a juvenile to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a juvenile's naked body or of a juvenile performing bodily functions; and

(D) Sexual harassment, which includes repeated verbal comments or gestures of a sexual nature, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

(26) Subject of Investigation--A person alleged as being responsible for the abuse, neglect, or exploitation of a juvenile through the person's own actions or failure to act.

(27) Substantial Injury--An injury that is significant in size, degree, or severity.

(28) TJJD--The Texas juvenile Justice Department.

(29) Unfounded--The finding assigned to an internal investigation when the evidence indicates the conduct that formed the basis of an allegation of abuse, neglect, or exploitation did not occur.

(30) Youth-on-Youth Physical Assault--A physical altercation between two or more juveniles that results in any of the involved parties sustaining an injury that requires medical treatment.

(31) Youth Sexual Conduct--Conduct between two or more juveniles, regardless of age, that is conduct described in paragraphs (24) and (25) of this section, regardless of whether the juveniles consented to the conduct.

POLICY

The respective JJAEP Program within the YISD serves juveniles that are under the jurisdiction of the El Paso County Juvenile Board and thus, are considered Juvenile Justice Programs. Due to this designation, JJAEPs must adhere to below procedures as set forth in §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:

1. Occur on the premises of a program or facility or
2. Regardless of the physical location, occurs while in the presence of an employee, volunteer, or other individual working under the auspices of a facility or program (as in a JJAEP)

A death of a juvenile that:

1. Occurs on the premises of a program or facility.
2. Results from an illness, incident, or injury that occurred, was discovered, or was reported on the premises of a program or facility;

In all cases, YISD 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 twenty four (24) hours from the time knowledge is gained or has a reasonable belief that allegation of abuse, neglect or exploitation has occurred.

Sexual abuse, serious physical abuse or death: Upon receipt of an allegation of sexual abuse, serious physical abuse or actual death, a report must be made to law enforcement immediately, but no later than one (1) hour after the time a person gains knowledge or has a reasonable belief that allegation has occurred. A report to TJJD must be made immediately, but no later than four (4) hours after the time a person gains knowledge of or has reasonable belief that alleged sexual abuse or serious physical abuse or death has occurred.

3. **Methods for Reporting:** Campus Administrator, JJAEP Administrator or designee will ensure law enforcement is notified through phone. The completed incident report to TJJD may be made by phone, fax or e-mail. If report is made via phone, the completed incident report form must be submitted within twenty four (24) hours after the phone report.

§358.320 CONTACT TO PARENTS BY SCHOOL ADMINISTRATORS

School Administrators will also contact a student's parents as soon as possible but no later than twenty four (24) hours when a student has died or is the alleged victim of abuse, neglect or exploitation;

1. Methods to contact parents are by phone, via email or text, or in-person.
2. All efforts to provide notification shall be documented on the TJJD Incident Report form and in the internal investigation report.

§358.340 PREVENTIVE MEASURES AND REPORTING OF ALLEGATIONS BY STUDENTS

1. JJAEP students have the right to report to TJJD allegations of abuse, neglect or exploitation and the death of a juvenile. During the JJAEP intake held at the school, JJAEP campus staff will provide **APPENDIX R ANE and R1- ANE (SPANISH)** outlining TJJD contact information.
2. Parent and youth will both sign form and be provided a copy that contains the toll free TJJD number.
3. The JJAEP Student Code of Conduct (SCC) will also advise the students of this right and information on reasonable, free and confidential access to TJJD to report allegations.
4. If family attends the JJAEP Family Program Orientation held at JPD, this information and contact number to TJJD will be provided to them as an additional layer of oversight.
5. JJAEP staff shall make every effort to provide an environment that is free of coercion or any inappropriate conduct of any kind awareness and vigilance of behavior that may indicate abuse, neglect or exploitation.
6. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras can be utilized as additional security, but never as a substitute for face-to-face supervision.
7. If a student is identified as vulnerable to sexual abuse, steps will be taken to ensure the student's safety, i.e. additional supervision, follow up by JJAEP staff, etc.
8. JJAEP staff shall never be allowed as the sole supervisor of students of the opposite gender. No exceptions! This includes searches, restroom breaks or any function of the program where students are vulnerable or exposed.
9. Any student with any type of handicap to include deafness will be allowed to report any sexual activity through whatever means necessary to help them communicate. (Unimpeded.)
10. The YISD/Juvenile Probation Department shall not hire, transfer or allow anyone 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.

INTERNAL INVESTIGATOR(S)

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

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

INTERNAL INVESTIGATION PROCEDURES

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

1. The initiation or completion of an investigation may be postponed if directed by law enforcement, requested by TJJD or the integrity of potential evidence could be compromised.
2. School district officials, school administrators, and staff, to include: interns and volunteers are required to cooperate with the TJJD investigators and law enforcement investigating the reported case of an alleged abuse neglect and exploitation matter.
3. All JJAEP staff members, school districts, and JPD officials are required to cooperate fully and truthfully with any investigation of alleged child abuse or neglect.
4. School administrators will make every effort to identify and make available for questioning all people with knowledge of abuse, neglect and exploitation or death which is the subject of a TJJD investigation.
5. For complaints that meet the Texas Family Code definition of abuse, neglect or misconduct, investigator(s) will:
 - a. Ensure that the JJAEP employee, intern, or volunteer who receives or witnesses the incident submits their report to TJJD within the required timeline.
 - b. Ensure that law enforcement and/or other relevant parties are notified, i.e., DFPS, parents of victim(s), victim(s), JJAEP Administrator, etc. (within six (6) hours of getting the assignment from their respective school district administration).
6. The school administrator or JJAEP/JPD designated officer in charge must always conduct a visual and verbal injury assessment after an incident or allegation of abuse and ensure it is documented on the incident report.
7. If any injury is reported or there is visual evidence of injury, the student must be seen by the nurse or physician immediately.
8. If a nurse or physician is not available, arrangements will be made for immediate transport to area hospital.
9. If a student makes an allegation of sexual abuse, the nurse or physician will immediately examine him or her
10. A written medical assessment must be completed by the nurse or physician and made available to the investigating officer, including any other documentation or information that may be relevant to the investigation.
11. Contact the alleged perpetrator(s) and schedule a formal meeting within forty eight (48) hours.
12. As per 358.440 all persons must fully cooperate with any investigation of an allegation of abuse, neglect or exploitation of the death of a juvenile.
13. An employee, intern or volunteer who has been identified as an alleged perpetrator has the right to refuse to be interviewed. However, the alleged perpetrator must cooperate with the investigation to the extent that the investigation does not violate individual rights against self-incrimination.
14. The alleged perpetrator(s) may have no contact with the alleged victim(s) or any other student served by the Juvenile Probation Department pending the conclusion of the internal investigation.
15. Collect and review all evidence related to the allegation. Include all documents, notes, receipts, computer printouts, chronological entries, grievances, incident reports, medical reports and video surveillance related

to the allegations. All efforts will be made to collect written and oral statements from all persons with direct knowledge of the alleged incident.

16. A medical assessment must be completed if allegation is physical or sexual in nature, or involves neglect or exploitation.
17. Schedule specific times for interviews with the complainant, sources of information, possible witnesses and alleged offenders. Prepare questions sheet and all necessary forms beforehand.
18. If the JJAEP Administrator or Campus Administrator is the person alleged to have abused, neglected or exploited a juvenile, the Juvenile Board Chair or School Board Chair or designees must place administrator on administrative leave or reassign him/her to a position having no contact with the alleged victim, relatives or the alleged victim or other juveniles.
19. An investigator will be appointed who is not the person alleged to have abused, neglected or exploited the student, is not a subordinate of such person and is not a law enforcement officer currently acting as the criminal investigator for the same allegation.
20. Law enforcement may initiate a criminal investigation into the matter and report must be made to law enforcement, if deemed necessary by this standard.
21. An investigator will be appointed who is not the person alleged to have abused, neglected or exploited the student, is not a subordinate of such person and is not a law enforcement officer currently acting as the criminal investigator for the same allegation.

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

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

ALLEGATIONS AGAINST EMPLOYEES

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

WRITTEN AND ELECTRONICALLY RECORDED STATEMENTS

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

ASSIGNMENT OR ADMINISTRATIVE LEAVE DURING INVESTIGATIONS

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

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

§358.460 CORRECTIVE MEASURES

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

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

§358.500 INTERNAL INVESTIGATION REPORT AND COMPONENTS (APPENDIX Q)

Internal Investigation report shall include:

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

CONCLUSION OF INVESTIGATIONS AND REPORTING OF FINDINGS:

1. All persons involved such as the alleged perpetrator, victim, and complainant, etc., must be informed that they will be notified of the outcome as soon as that is determined.
2. At the conclusion of the collection of evidence and interviews, the investigator will take the following steps:
 - a. Summarize the nature of the complaint and allegation against the alleged perpetrator.
 - b. Summarize the steps taken during the investigation.
 - c. Obtain and review material evidence.
 - d. Summarize findings and recommendations and take appropriate measures to provide for the safety of the children (use relevant laws, regulations, policies and procedures). If it is found that a Code of Ethics violation has occurred and staff member is a certified Juvenile Probation Officer, a separate investigation will be reported to TJJD in accordance with TJJD standards §345.300.
3. The assigned disposition of the internal investigation report shall indicate: founded, unfounded or inconclusive.

4. The investigator(s) (consisting of a district investigator, JPD or a TJJD investigator) may need to submit his/her written report to their supervisor (only as appropriate) if agency policies 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 thirty (30) business days after the initial report to TJJD. This timeframe may be extended upon request. Completed report must be submitted within twenty four (24) hours of the investigation's conclusion, and no more than five (5) calendar days later. The report will include all written statements, medical documentation, training records and any other pertinent information.
10. In case of the death of a student, an internal investigation report must be submitted to the State Attorney General's office within thirty (30) days and to the TJJD within ten (10) days of conclusion

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

(SEE APPENDIX Q - INTERNAL INVESTIGATION FORM)

§358.840 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 five (5) school days.

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

1. Written statements.
2. Relevant medical documentation.
3. Training records, if applicable.
4. Any other documentation used to reach the disposition of the internal investigation.

§358.220 ABUSE, NEGLECT AND EXPLOITATION DATA COLLECTION

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

1. Alleged victim(s) name and DOB;
2. Alleged victim(s) PID number;
3. Name of subject(s) of investigation; (alleged perpetrator(s))
4. Date of birth and driver's license or state issued identification number of investigation subject(s);

5. Date and time of alleged incident;
6. Date and time incident was reported to the TJJD;
7. Type of alleged incident (abuse, neglect or exploitation, death or serious incident, etc.);
8. Type of injury, if applicable;
9. If restraint related (physical, mechanical or chemical);
10. Disposition of internal investigation (i.e., founded, unfounded or inconclusive);
11. County generated case identification number.

§358.600 SERIOUS INCIDENTS

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

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

§358.320 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 twenty four (24) hours of receipt. No exceptions.

§348.224 STUDENT CODE OF CONDUCT

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

POLICY

The El Paso County Juvenile Board will adopt the **STUDENT CODE OF CONDUCT (APPENDIX B)** for the YISD Juvenile Justice Alternative Education Program (JJAEP) and has included required information regarding discipline, sanctions, prohibited sanctions, dress code, grievance procedures and sexual abuse. The JJAEP Student Code of Conduct (SCC) will clearly outline prevention and intervention steps regarding sexual abuse as outlined under Prison Rape Elimination Act of 2003 (PREA) and as per ISD Policy. Staff, students, parents, guardians, and custodians will be required to sign an acknowledgement form upon receipt of the Student Code of Conduct which will be required annually at the start of the school year.

PROCEDURE

A. ADOPTION

El Paso County JJAEP will adopt the Ysleta Independent School District's Student Codes of Conduct through approval of the Juvenile Board and define the JJAEP behavior management system. YISD has implemented an in-house suspension system, whereby out-of-school suspension will be considered a last resort if other forms of behavioral management has been ineffective or infraction requires removal from the campus (out-of-school suspension). Disruptive students may be removed from the classroom and placed in SAC. Students will be monitored and have continuous visual observation by JJAEP staff while being placed in SAC or in-school suspension.

B. NOTICE TO STAFF, STUDENT, PARENT/GUARDIAN

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

C. DISCIPLINE AND SANCTIONS

The JJAEP Student Code of Conduct 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

- 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/JAEP 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.
 - i. 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.
 - ii. The ISS will be used in place of suspension when possible, particularly when the juvenile engages in persistent class disruption.
 - iii. 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.
 - iv. 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
 - v. 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.
 - vi. 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.
 - vii. Probation Officer/JJAEP Administrator will address the behavior/incident with the juvenile and will inform the court of any and all incidents (if applicable).
 - viii. 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.

- ix. 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. Continued non-compliance 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.

2. FACIAL APPEARANCE:

Males:

- a. No facial hair. Beards, goatees, & mustaches will not be permitted. Non-complying students will be escorted to the restroom by parents/guardians 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 must be natural color (no colors that may 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. Forrest green polo shirts are required for high school JJAEP students; Navy Blue polo shirts are required for students enrolled in the JJAEP middle school.
- b. Shirts will remain tucked in at all times.
- c. Students must wear only plain white undergarments under their shirts. Females must wear a white bra under their shirt.
- d. Oversized shirts will not be permitted.

7. PANTS/BELTS:

- a. Khaki pleated or straight-front Dockers style or dress slacks are required.
- b. Pants will be worn at or above the waistline at all times. Depending on the JJAEP facility, black belts may be required to properly secure the pants at the waistline.
- 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. A matching colored, hooded or normal sweatshirt is required for cold weather conditions. Uniforms are available with the School Administration.
- b. Black or White Sweatshirts must FIT the student. NO oversized sweatshirts are allowed.
- c. White long sleeve shirts may be worn under student's polo shirt.

10. ADDITIONAL ITEMS:

- a. No cell phones or pagers at anytime.
- b. No electronic equipment of any kind allowed. For example, toys, games, ipods, ect.
- c. 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.
- 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 or purses, and they may not have any 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

1. 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.
2. Grievance procedures shall ensure that each student is afforded one level of appeal on all grievance complaints.
3. 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)**
4. Students and parents may submit the grievance form to a staff member at the JJAEP Campus (Counselor, Administrator, CIS, etc.) 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, Ramon E. Hernandez at 915.849.2500 or email at ramhernandez@epcounty.com to further discuss the issue or submit grievance.

COMPLAINTS

1. General complaints should be resolved at the lowest possible administrative level. General complaints or questions regarding campus level decisions should be addressed with the School Administrator/Assistant School Administrator or the JJAEP Administrator.
2. 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.
3. 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.

4. 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).**
5. 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 case file and student school file kept at the JJAEP facility or JJAEP office at the Juvenile Probation Department.
6. 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 ten (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 five (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 S1 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 (SCC) will outline a zero tolerance policy and provide students and parents with information on who to call to report inappropriate behavior or report outcries. School administrators, school staff and JJAEP personnel are designated as coordinators to oversee the implementation and adherence to this zero tolerance policy.

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

JJAEF personnel will report any type of abuse immediately to school administrators, JJAEF Administrator, law enforcement, Texas Department of Protective and Regulatory Services, and the Texas Juvenile Justice Department. Law enforcement will be notified within one (1) hour; TJJD will be notified within four (4) hours; and the TJJD Incident Report will be submitted within twenty four (24) hours. The following persons must also be notified for any sexual abuse outcries.

- School administrators
- School nurse
- Law enforcement – 911
- Texas Department of Protective and Regulatory Services - 1-800-252-5400
- Texas Juvenile Justice Department - 1-877-786-7263; Submit TJJD Incident Report
- JJAEF Administrator – ramhernandez@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 JJAEF performance assessment report as required by the General Appropriations Act (GAA). The report addresses factors identified by the GAA. TJJD provides each JJAEF Administrator and each chief administrative officer with a copy of the report. (b) At mandatory JJAEFs (i.e., JJAEFs whose operation is required by law), the JJAEF Administrator must provide a copy of the report to the juvenile board and to the superintendent of each school district that participates in the JJAEF.

POLICY

Each biennium, TJJD provides statistical and performance data for every mandatory JJAEF indicating if the JJAEF 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 JJAEF in the state has performed within the last two years. Once the JJAEF Performance report is published, it is disseminated by the JJAEF Administrator to the Juvenile Board, Chairman of the School Board of trustees and each ISD superintendent and stakeholders participating in the JJAEF, as well as JJAEF school administrators to show how the El Paso County JJAEF rated among other counties in above areas (c 1-6).

§348.400 FUNDING FOR JJAEFs

(a) Funding for JJAEFs is provided in accordance with requirements in the General Appropriations Act. (b) TJJD will not release funds to a JJAEF 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 JJAEF whose school calendar is not in compliance with Section 37.011(f), Education Code, unless an application for a waiver has been approved by TJJD.

POLICY

It is understood by the YISD that the daily rate of compensation for educational services is determined by the State of Texas and is subject to change throughout the year. In accordance with Texas Education Code, participating school districts that provides education services to pre-adjudicated and post-adjudicated students who are confined by court order in a juvenile residential facility operated by a juvenile board is entitled to count such

students in the district's average daily attendance for purposes of receipt of state funds under the Foundation School Program.

El Paso County Juvenile Justice Alternative Education Program is committed to provide a safe, educational, and productive environment for students who have been expelled from their home school under Texas Education Code, Chapter 37. Academically, the mission of JJAEP shall be to enable the students to perform at grade level and we will continue to empower the students to achieve academic and personal development.

**EL PASO COUNTY JUVENILE JUSTICE
ALTERNATIVE EDUCATION PROGRAM AMENDED
STUDENT CODE OF CONDUCT
2022-2023 SCHOOL YEAR**



THE DISTRICT
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 EI 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
<i>37.007A12B</i>	<i>Unlawful Weapon: Location-Restricted Knife [PC 46.02 (a)] [EC 37.007 (a)(1)] (For students who are under the age of 18)</i>	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
37.007A15F	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
<i>37.007A15J</i>	<i>Prohibited Weapon: Improvised Explosive Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]</i>	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

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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.

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

- Any inappropriate conduct that occurs is reported to the JJAEP Administrator and probation officer who will document the conduct/incident.
- 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 school-based consequences include the following:
- 1) **Suspension** – may be warranted in cases where there has been a serious violation of school rules/policies. The 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 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 all incidents (if applicable).
 - 7) **Home visits** – will be conducted if there are 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 always maintained.
- 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 always remain tucked in.
- *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 always worn **at or above** the waistline.
- 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** shoelaces.
- Thick or colored shoelaces 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, Ramon Hernandez at 915.849.2500 or email at ramhernandez@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 receive 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 who has engaged in sexual abuse or inappropriate sexual conduct. All employees, staff members or substitute teachers have passed a background check by the ISD or Juvenile Probation Department to ensure the continued safety of the JJAEP students.
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 pretesting 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 whether the decisions concern 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.



NOTICE TO THE PUBLIC REGARDING ABUSE, NEGLECT AND EXPLOITATION

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

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

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

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

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

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

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

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

HR Reviewer's Name: _____ Print Name and Title _____ Signature _____ Date: _____ THE ABOVE SIGNATURE CERTIFIES THAT THE LISTED JJAEP EMPLOYEES HAVE ALL THE ABOVE INFORMATION ON FILE AS REQUIRED BY THE TEXAS JUVENILE PROBATION COMMISSION.				Education and Certification						Personal Records						Policies and Procedures			
				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
EMPLOYEE NAME	POSITION	JJAEP START DATE																	
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11																			
12																			



INCIDENT REPORT FORM

Administrative Investigations Division

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

Fill out both sides of form and submit completed form and any additional documentation to:

Email: abuseneglect@tjjd.texas.gov

REPORTER'S INFORMATION				
Form Completed By Name/Title		Phone #	Fax #	Email Address
First Person of Knowledge Name/Title		Phone #	Email Address	
County Case ID #	County	Incident Date	Incident Time	

LOCATION OF ALLEGED INCIDENT				
Name of Department/Program/Facility				Type of Program/Facility (check one): <input type="checkbox"/> Pre-Adjudication (Detention) <input type="checkbox"/> Post-Adjudication (Secure) <input type="checkbox"/> Post-Adjudication (Non-Secure) <input type="checkbox"/> Probation <input type="checkbox"/> JJAEP <input type="checkbox"/> Day Reporting Program
Address	City	State	Zip	
Administrator's Name/Title		Phone	Fax	

LAW ENFORCEMENT NOTIFICATION				
Law Enforcement Agency Name			Person Notified	
Phone	Fax	Report Number	Date Notified	Time Notified

SERIOUS INCIDENTS -- Report to TJJJ within 24 Hours						
<input type="checkbox"/> Attempted Escape <input type="checkbox"/> Escape <input type="checkbox"/> Escape-Furlough <input type="checkbox"/> Youth Sexual Conduct <input type="checkbox"/> Youth-on-Youth Physical Assault		<input type="checkbox"/> Attempted Suicide: Referred for Mental Health Services? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Reportable Injury: Restraint related? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, what type? <input type="checkbox"/> Mechanical <input type="checkbox"/> Physical <input type="checkbox"/> Chemical				
YOUTH INVOLVED	Name		DOB	Age	Race	Height
	Weight	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Placing County	PID	Current Location of Youth: <input type="checkbox"/> Facility <input type="checkbox"/> Residence <input type="checkbox"/> Other	
	Name of Parent/Guardian		Phone	Date Notified	Time Notified	
	Parent/Guardian's Address			City	State	Zip

ABUSE, NEGLECT, EXPLOITATION, OR DEATH	
Report to TJJJ and Law Enforcement within 24 Hours : <input type="checkbox"/> Exploitation <input type="checkbox"/> Emotional Abuse <input type="checkbox"/> Verbal Abuse <input type="checkbox"/> Neglect: <input type="checkbox"/> Medical <input type="checkbox"/> Supervisory <input type="checkbox"/> Physical Abuse Restraint related? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, what type? <input type="checkbox"/> Mechanical <input type="checkbox"/> Physical <input type="checkbox"/> Chemical	Report to Law Enforcement within 1 Hour and TJJJ within 4 Hours <input type="checkbox"/> Death: <input type="checkbox"/> Suicide <input type="checkbox"/> Non-Suicide <input type="checkbox"/> Sexual Abuse: <input type="checkbox"/> Contact <input type="checkbox"/> Non-Contact <input type="checkbox"/> Serious Physical Abuse (injury that requires medical treatment): Restraint related? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, what type? <input type="checkbox"/> Mechanical <input type="checkbox"/> Physical <input type="checkbox"/> Chemical

STAFF-ON-YOUTH ALLEGATIONS ONLY

ALLEGED VICTIM: YOUTH	Name		DOB	Age	Race	Height	
	Weight	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Placing County	PID	Current Location of Youth: <input type="checkbox"/> Facility <input type="checkbox"/> Residence <input type="checkbox"/> Other		
	Name of Parent/Guardian		Phone	Date Notified	Time Notified		
	Parent/Guardian's Address			City	State	Zip	

ALLEGED PERPETRATOR: STAFF	Name / Title	DOB	Gender	Re-Assigned	Resigned	Suspended	Terminated
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

YOUTH-ON-STAFF ASSAULTS ONLY TJJD will not investigate these incidents; however, it is important that we collect this data. Please report all assaults on staff to local law enforcement and TJJD.

ALLEGED VICTIM: STAFF	Name / Title	DOB	Race	Gender <input type="checkbox"/> M <input type="checkbox"/> F
	Was the staff injured? <input type="checkbox"/> Y <input type="checkbox"/> N			
	If Yes: Was medical treatment needed? <input type="checkbox"/> Y <input type="checkbox"/> N Briefly describe any injuries:			

SUSPECT: YOUTH	Name		DOB	Age	Race	
	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Placing County	PID			
	Name of Parent/Guardian		Phone	Date Notified	Time Notified	
	Parent/Guardian's Address			City	State	Zip

DESCRIPTION OF INCIDENT

- **THIS SECTION MUST BE COMPLETED. Supplementary attachments may not replace the narrative.**
- The details of the incident should include who, what, when, where, why, and how, including a description of any injuries and the type of medical treatment provided. Use additional pages if necessary.
- **NOTE:** If the first person of knowledge is not the person who is submitting this form, the first person of knowledge must attach a signed, dated statement.

APPROVAL

I do hereby attest that the information I provided is true and correct to the best of my knowledge.

Printed First and Last Name	Signature X	Date
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Internal Investigation Report Form

Administrative Investigations Division

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

In accordance with Texas Administrative Code Section 358.800, an Internal Investigation Report (IIR) shall be completed at the conclusion of all internal investigations resulting from alleged abuse, neglect, exploitation or death of a juvenile.

GENERAL INFORMATION

TJJD Case Number:	County Case ID#:	County:	Department / Program / Facility:
Date of Alleged Incident:	Alleged Victim(s):	Alleged Perpetrator(s): #1: #2: #3: #4:	
Alleged Perpetrator's Current Mailing Address <i>(including address, city, state and zip code):</i>		First Person of Knowledge:	
Perpetrator #1:		Date Allegation Reported to First Person of Knowledge:	
Perpetrator #2:		Date Allegation Reported to TJJD:	
Perpetrator #3:			
Perpetrator #4:			

LAW ENFORCEMENT INFORMATION

Name of Law Enforcement Agency:	Date Reported to Law Enforcement:	Law Enforcement Report Number:
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DEPARTMENT / PROGRAM / FACILITY EMPLOYMENT SEPARATION

In accordance with Texas Administrative Code Section 358.720, if during the internal investigation the Subject of Investigation resigns or is terminated from employment, the TJJD shall be notified no later than the second business day after the resignation or termination:

Perpetrator #:	Type:	Date of Resignation / Termination:	Date TJJD Notified:	Name of Individual Who Notified TJJD:
Perpetrator #1:	<input type="checkbox"/> Resignation <input type="checkbox"/> Termination			
Perpetrator #2:	<input type="checkbox"/> Resignation <input type="checkbox"/> Termination			
Perpetrator #3:	<input type="checkbox"/> Resignation <input type="checkbox"/> Termination			
Perpetrator #4:	<input type="checkbox"/> Resignation <input type="checkbox"/> Termination			

WITNESSES

In accordance with Texas Administrative Code Section 358.740, diligent efforts shall be made to obtain written or electronically recorded oral statements from all persons with direct knowledge of the alleged incident. *If more space is needed for additional witnesses, please include in the "Additional Information" section on Page 2.*

Please provide a list of all persons who provided a written and/or oral statement.

Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written

INTERNAL INVESTIGATION REPORT

In accordance with Texas Administrative Code Section 358.820, the Internal Investigation Report (IIR) shall include the following.

Date Internal Investigation Initiated:	Date Internal Investigation Completed:	Date Alleged Victim's Parent/Guardian was Notified of Allegation:
--	--	---

Summary of Original Allegation:

Relevant Policy and Procedure Related to the Alleged Incident: *(Please also note any changes to policies and procedures that occurred as a result of this incident.)*

Summary of Steps Taken During the Internal Investigation:

Written Summary of All Oral Interviews Conducted:

List of All Evidence Collected During the Internal Investigation (i.e. audio and/or video recordings, polygraph examinations, etc.):

Relevant Findings of the Investigation that Support the Disposition (i.e., an analysis of the evidence):

Additional Information:

Assigned Disposition:

Founded Unfounded Inconclusive

Perpetrator #1 Administrative Disciplinary Action / Corrective Measures Taken to Date:

Termination Suspension Retrained Returned to Duty None

Perpetrator #2 Administrative Disciplinary Action / Corrective Measures Taken to Date:

Termination Suspension Retrained Returned to Duty None

Perpetrator #3 Administrative Disciplinary Action / Corrective Measures Taken to Date:

Termination Suspension Retrained Returned to Duty None

Perpetrator #4 Administrative Disciplinary Action / Corrective Measures Taken to Date:

Termination Suspension Retrained Returned to Duty None

Names of All Persons Who Assisted in Conducting the Internal Investigation:

PARENT / GUARDIAN INFORMATION

Name of Parent or Guardian:

Current Mailing Address (*including address, city, state and zip code*):

ADDITIONAL INFORMATION

Please include any additional information you think is pertinent to this investigation that has not already been detailed. This includes any additional witnesses that you were unable to list on Page 1:

COMPLETED BY

Printed Name of Person Who Completed the Internal Investigation Report:

Date Completed:

Signature:

In accordance with Texas Administrative Code Section 358.840, please submit the Internal Investigation Report and copies of the following documents to the TJJJ within five calendar days following its completion.

- Written statements;
- Relevant medical documentation, if the release is authorized by law;
- Training records, if applicable; and
- Any other documentation used to reach the disposition of the internal investigation

** Please note that although some of the contents of this form are required by administrative rule, the form has been provided for your convenience and its use is not mandatory.*

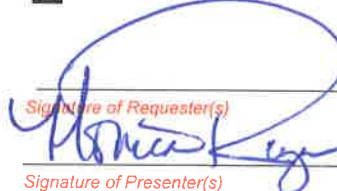

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of Texas Education Agency application for the Optional Flexible School Program (OFSDP) for school year 2022 -2023

Justification Statement: The OFSDP allows districts to provide flexible hours and days of attendance for students who meet at least one of the requirements of the Texas Education Code §29.0822(a).

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

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)
 Elizabeth B. Sida  9/13/2022
Business Services Approval (Initials) *Date*

9/7/2022

9/13/2022

Agenda Summary:

CISD is requesting the approval of the Texas Education Agency program application for The Optional Flexible School Program (OFSDP) for the school year 2022-2023. The OFSDP allows districts to provide flexible hours and days of attendance for students who meet at least one of the requirements of the Texas Education Code §29.0822(a). The goal of the program is to improve graduation rates for students who are in danger of dropping out of school, have dropped out, or are behind in core subject courses.

RECOMMENDATION: Administration recommends that the board approve the Texas Education Agency application for the Optional Flexible School Program for school year 2022-2023.

PRIOR BOARD ACTION: Approved AWARDED: 9/28/21 AWARDED AMOUNT: none

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Texas Education Agency program application

REQUESTING DEPARTMENT:
Student Support Services

CONSEQUENCES OF NON-APPROVAL:
The Opportunity Academy students will not receive ADA under the OFSDP application.

IMPLEMENTATION TIMELINE:
School year 2022-2023

ATTACHMENT(S): TEA program application





STUDENT SUPPORT SERVICES

CANUTILLO A Premier District

Executive Summary

TO: Board of Trustees and Superintendent Dr. Galaviz
FROM: Deborah M. Garcia, At Risk Case Manager *D. Garcia*
THRU: Dr. Reyes, Executive Director of Student Support Services *M. Reyes*
DATE: September 27, 2022
RE: Approval of the Optional Flexible School Day Program for The Opportunity Academy

The following is the Optional Flexible School Day Program (OFSDP) Application for the 2022 - 2023 school year.

Agenda Summary:

The Opportunity Academy (TOA) opened 8 years ago during the 2014 – 15 school year. From its' inception TOA has given Canutillo High School students the opportunity to stay in the Canutillo District and continue their education through a non-traditional setting.

Benefits:

We have helped students earn over 200 credit recovery courses, during both the 2020-2021 and 2021-2022 school years with 22 students completing the program and receiving their high school diplomas. Our goal this school year is to extend an invitation for more students to complete their graduation requirements at the Opportunity Academy program.

Street Address:

7000 Fifth St.
Canutillo, TX 79835

Mailing Address:

P.O. Box 100
Canutillo, TX 79835

P: (915) 877-7650
F: (915) 877-7665
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).

Texas Education Agency



APPLICATION

Updated April 2022

Optional Flexible School Day Program (OFSDP)

2022-2023

School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if the student is:

- at risk of dropping out of school, as defined by the TEC, §29.081,
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the TEC, §29.908, P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2), or
- not meeting attendance requirements under the TEC, §25.092, resulting in denied credit for one or more classes in which the student has been enrolled.

AND

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

Canutillo Independent School District

(Legal Name of School District or Open-Enrollment Charter School)

located at

7965 Artcraft Road, El Paso, Texas 79932

(Physical Address)

hereinafter referred to as "district."

Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

Article VI – Application Process

- For questions or assistance regarding this application, email opflex@tea.texas.gov or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: opflex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Dr. Pedro Galaviz

Authorized Signature

Typed Title Superintendent of Schools

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2); or
 - the student is attending a campus with an approved early college high school program designation as defined by the TEC, §29.908; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student's participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the Student Attendance Accounting Handbook.

- 8. to comply with all reporting requirements established by the TEA;
- 9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
- 10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Sergio Coronado, Board President, (915) 877-7444

 Name, Title, and Telephone Number of School Board President

 Signature of SchoolBoard President Date

Dr. Pedro Galaviz, Superintendent of Schools, (915) 877-7444

 Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

 Signature of Person Authorized to Bind the District or Charter School Date

Appendix Two
Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.

2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: _____

Day: _____

Year: 2022 _____

Time: 5:30 p.m. _____

Location: 7965 Artcraft Road, El Paso, Texas 79932 _____

Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Sergio Coronado, Board President, (915) 877-7444

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Dr. Pedro Galaviz, Superintendent of Schools, (915) 877-7444

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Three

Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission.

1. Describe the program goals and objectives.
2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.
3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.
4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.
5. Indicate the estimated number of OFSDP students that will be served per teacher.
6. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.
7. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Explain the following:
 - a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
 - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
 - c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.
 - d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
 - e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.
 - f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

NOTE: absences and days present do not exist in the OFSDP

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
9. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student's progress.
 - c. Indicate how students will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
 - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

Appendix Four
Contact(s) Sheet

The definition of terms of the application applies to this Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Four. All information requested must be included with this form.

District Contact(s) for the Application

District/Charter School Superintendent:	Dr. Pedro Galaviz
Mailing Address:	7965 Artcraft Road
City, State, Zip Code:	El Paso, Texas 79932
Telephone Number:	(915) 877-7444
Email Address:	pgalaviz@canutillo

District PEIMS Coordinator:	Leticia Martinez
Email Address:	lmartinez@canutillo-isd.org

OFSDP Contact Name:	Dr. Debra Kerney
Email Address:	dkerney@canutillo-isd.org

OFSDP Contact Name:	Deborah M. Garcia
Email Address:	dgarcia@canutillo-isd.org

NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

Appendix Five
Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

- 1. The application (in PDF file format)**
- 2. Appendix Three (in PDF file format)**
- 3. Appendix Five (in MS Excel file format)**

***All file names should include the district/charter school’s name**

Appendix Three- Attendance and Compliance Procedures

1. The Opportunity Academy (TOA) will begin, Monday, August 1, 2022.
2. The teacher for The Opportunity Academy (TOA) will serve approximately 70 students within the school year and 28 students per teacher.

Other Services

3a. Special Education. Students who receive special education services will be provided instruction and services in accordance to their Individual Education Plan (IEP). As developed through the Admission, Review, and Dismissal (ARD) meetings, the TOA teacher who serves as the general education teacher ensures the IEPs for students are followed. As outlined in the Student Attendance Accounting Handbook, mainstreamed special education services are not reported to generate special education funding.

3b. Career and Technology Education (CTE). TOA implements computer-based instruction and employs the PLATO Learning Online Curriculum which is aligned to the state and national standards. TOA students are able to take career and technology education courses offered within the PLATO system to receive course credit. We do not generate contact hours as there is no regularly scheduled direct instruction by a certified CTE teacher in TOA program.

3c. Pregnancy-Related Services (PRS). Our district offers PRS once students are identified. Support services include Compensatory Education Home Instruction (CEHI) during prenatal and postpartum periods, childcare, transportation, counseling services, health services and government referrals in accordance to the Student Attendance Accounting Handbook. The TOA teacher serves as the CEHI teacher for all TOA students identified needing pregnancy-related services.

3d. English Language (EL) Services. Our district offers English Language (EL) services within our TOA program. However, the TOA program is not considered an ESL program. The TOA teacher provides services through the English Language Proficiency Standards (ELPS) strategies while delivering content instruction to TOA EL students.

Attendance

4a. Daily attendance is recorded in the district's student management system TEAMS, by the TOA classroom teacher for all students enrolled. The teacher of record keeps daily attendance logs with the actual number of student instructional minutes. In addition, we are using a QR code system for students to sign in and we generate a daily report with the student instructional minutes. The classroom teacher will certify the student's minutes by signing the logs daily. TOA classroom teachers serve approximately a total of 70 students within the entire school year. To comply with the Texas Education Code, at no time there are no more than 28 students enrolled per classroom and served at The Opportunity Academy.

4b. If a student attends less than 45 minutes a day, the student will not be reported for funding to the attendance clerk and not be reported to TSDS for that day. The TOA teacher records the student not present in her records to ensure cross-checking.

4c. The High School Registrar enrolls students into TOA Calendar 2 with ADA code 7. The instructional minutes are recorded into TEAMS Optional Flexible School Program Attendance Worksheet by the district PEIMS Specialist. The students will not receive more than 10,800 minutes per course and the maximum OFSDP minutes a student is eligible is outlined in the following formula $[180 - (\text{Traditional Days Present}) \times 240]$.

4d. Every six weeks, student daily reports are generated by the district PEIMS Specialist and verified by the Canutillo High School Attendance Clerk and Principal in compliance with Section 11.6 of the Student Attendance Handbook. Daily phone calls are made for students that are absent. Students sign a contract of expectations when they begin to attend TOA. After ten consecutive absences and repeated efforts to locate the student have been unsuccessful, the student may be dropped (FEA local).

4e. Each six weeks the OFSDP records will be reviewed and certified by the teacher.

5. TOA students do not attend a community-based dropout recovery education program.

Optional Flexible School Day Program (OFSDP) - Appendix 5

071907

CANUTILLO ISD

School Year 2022-2023

Campus Name	Eligibility Designation							Estimated Students Participating	School Year Period of Agreement				Summer Period of Agreement			
	1	2	3	4	5	6	7		Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
071907001 CANUTILLO HS	1				5			70	8/1/2022	5/26/2023	MTWTFH	450	6/5/2023	6/16/2023	MTWTFH	450
4000000000																
0000000000																
0000000000																
0000000000																
0000000000																

Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4

Eligibility Designation
 1 = TEC §29.081 At-Risk Students
 2 = TEC §25.092 Minimum Attendance
 3 = TEC §29.908 Early College High School
 4 = TEC §39A.107 Campus Turnaround Plan
 5 = Credit Recovery**
 6 = TEC §29.081(e-1) Campus Dropout Recovery
 7 = TEC §29.081(e-2) Online Dropout Recovery

School Year Period of Agreement
 Reported in TSDS PEIMS Summer Collection 3
 Program start date must be 30 days after application submission.
 Program end date must not exceed the last day of the regular school calendar.

Summer Period of Agreement
 Reported in TSDS PEIMS Extended Collection 4
 **Credit Recovery - Designation 5
 Summer period of agreement should not exceed 30 days or extend past July 31st.



Waivers

2022-2023 Application for Pregnancy Related Services On-Campus (CEHI) Waiver

Waiver ID: 68587

Application Information

Category: General

Creator: Leticia Martinez, District Editor

Status: Draft

Creation Date: 8/29/2022

Approving Superintendent:

Assigned To: Leticia Martinez

LEA Contact

Full Name: Debra Kerney

Phone: (915) 877-7475

Email: dkerney@canutillo-isd.org

LEA Information

LEA: CANUTILLO ISD (071907)

Address: P O BOX 100, CANUTILLO, TX 79835-0100

Phone: (915) 877-7444

Date of LEA Board of Trustees Approval

Date:

Special Instructions

This waiver allows districts and charter schools to request a waiver to offer Pregnancy-Related Services Compensatory Education Home Instruction (CEHI) on a district's campus.

General Questions

1. Give a brief narrative description of the requested waiver.

The CEHI Waiver is to provide services on campus when the student is medically approved to attend school. Students will receive temporary, limited support services or take required state assessments to count as any part or the number of hours served as CEHI for eligible days present. Increased assessments at the secondary level could be administered on campus in a small group setting. Students who are unable to attend school will be served at home.

2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?

Goal 3 INCREASE STND PERFORMANCE, Obj 1 increase student attendance

3. Cite the section(s) of the Texas Education Code or the Texas Administrative Code that the district or campus wishes to waive.

TEC Subchapter C, Section 29.081 TAC, Title 19, Part 2, Chapter 129, subchapter AA rule 129.1025

4. Describe the plan to be implemented, if the waiver is granted.

If a student is released by the physician to come on campus and receive temporary, limited support services or take required state assessment, the certified teacher will have the opportunity to utilize resources in a small group setting in a 4 to 1 ratio. All subjects on the student's schedule will be offered to include electives. Teacher logs will be kept to document the student's name and identification number, date of service and specific time period that the student was served. Transportation will be provided as needed from their home. A student will be counted absent if CEHI is not provided to the student.

5. How will granting this waiver help achieve the district's or campus' objective?

This waiver will assist our teen mothers to continue academic services and help them to maintain their attendance. This waiver may increase the credit opportunities teen mothers to graduate on time.

6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district's or campus' goal.

Teacher logs will be used to document the hours of instruction. The number of teen parent testing on the campus will increase. Personal graduation plans for these students will be monitored.

Requested Years

2022-2023
2023-2024
2024-2025

LEA Attachments (0)

There are no LEA attachments.

Board of Trustees

Meeting Date: **September 2022**

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Discussion and possible action regarding revision to 2022-2023 Canutillo ISD Temporary Employment, Non-Contractual Stipend and Supplemental Pay Schedule

Justification Statement:

Revision to current stipend listing adding (one) UIL eSport Sponsor/Coach for NWECHS.

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Martha Carrasco, Chief Human Resources Officer.

Signature of Requester(s)

Martha Carrasco, Chief Human Resources Officer.

Signature of Presenter(s)

Business Services Approval (Initials)

Date September 2022

Agenda Summary:

Discussion and possible action regarding revision to 2022-2023 Canutillo ISD Temporary Employment, Non-Contractual Stipend and Supplemental Pay Schedule adding (one) UIL eSport Sponsor/Coach for NWECHS. . Administration recommends that the board approves proposed stipend listing item addition to the stipends to ensure the district remains competitive.

RECOMMENDATION: That stipends are approved by the Board of Trustees as recommended by administration.

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S): \$ 2000 per year (Paid 1/2 per semester)

ACCOUNT NO(S): 199.36.6118.60.003.99

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

REQUESTING DEPARTMENT:

HUMAN RESOURCES DIVISION

CONSEQUENCES OF NON-APPROVAL:

The district may lose its competitive advantage.

IMPLEMENTATION TIMELINE:

2022-2023 fiscal year

ATTACHMENT(S): Stipend Listing changes for year 2022-23, 11





HUMAN RESOURCES

CANUTILLO A Premier District

2022-2023

Canutillo ISD Temporary Employment, Non-contractual Stipend and Supplemental Pay Schedule

A stipend is an additional amount paid to an employee to compensate for a higher degree, specialized certification, or as an incentive to fill a position in an area of critical need. Position stipends are attached to a position, not to the employee and do not transfer if the employee is reassigned. An employee is subject to reassignment at any time by the superintendent or designee. Stipend assignments may be discontinued at any time. Based on requirements of the Fair Labor Standards Act (FLSA), hourly employees do not qualify for stipend assignments. This stipend schedule applies to the 2022-2023 academic school year only. Future salaries cannot be predicted from this schedule.

Northwest Early College Extra-Curricular Stipend UIL	#	Amount	
eSport Sponsor/Coach	1	\$2,000	(**)

(**) Stipend will be paid in (2) payments: 1/2 per semester

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Discussion and possible action regarding approval of additional personnel in accordance with Local / Legal Policy, DEA.

Justification Statement:

Additional Staffing for Montessori program.

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

Staff Responsible: Martha Carrasco, Chief Human Resources Officer.

Signature of Requester(s)

Martha Carrasco, Chief Human Resources Officer.

Signature of Presenter(s)

Business Services Approval (Initials)

Date September 2022

Agenda Summary:

Discussion and possible action regarding approval of additional personnel in accordance with Local / Legal Policy, DEA. This strategic staffing revision will ensure that the district targets specific needs have been identified in the Montessori Program. Positions will assist in appropriately staffing the success of the Montessori Program at Garcia Elementary.

INSTRUCTIONAL REQUESTS					
Department	Current Position	Change Type	Proposed Position	Est. Amount (EA)	Est. Total
C & I	Additional Position	New FTE IS - 1	(2) Early Childhood Care Provider	\$ 23,312.80	\$ 46,625.60
ESTIMATED GRAND TOTAL				\$	46,625.60
* Amounts are estimated costs only projecting base salary.					

RECOMMENDATION: That the Board of Trustee's approve recommendations made by administration.

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$46,625.60 (estimate)

ACCOUNT

NO(S): **GENERAL FUND**

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

REQUESTING DEPARTMENT: **HUMAN RESOURCES DIVISION**

CONSEQUENCES OF NON-APPROVAL:

The Strategic Staffing will not be implemented. Additional classroom for growing number of requests cannot be added.

IMPLEMENTATION TIMELINE:

2022-2023 fiscal year, as soon as practical.

ATTACHMENT(S): **N/A**



Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Rachel Lucero, Internal Auditor

Signature of Requester(s)

Rachel Lucero, Internal Auditor

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



Internal Audit (LOCAL) CFC Policy Comparison Documents

The pages that follow contain a comparison of the District's current Internal Audit policy as found in TASB records (Ref: Document #1), updated policy as recommended (Ref: Document #2), and a track changes version with annotated changes (Ref: Document #3).

An automated process was used to track changes and annotations are shown as follows:

- Deletions are shown in red strikethrough font: ~~delete~~
- Additions are shown in a blue, bold font: **new**
- Blocks of text that have been moved without alteration are shown in green with double underline and double strikethrough formatting to distinguish the text's destination from its origin: ~~moved-text~~ becomes moved text

Please Note: While annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow.

Document #1

District's current Internal Audit policy as found in TASB records

Internal Audit

Purpose

The Canutillo Independent School District (CISD) has established an internal audit function as an independent, objective assurance and consulting activity designed to add value to and improve the District's operations.

Internal audit shall assist the Board and the administration in accomplishing the District's objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

The internal audit function shall further promote an ethical environment based on integrity, fairness, and accountability through open communication, professionalism, and expertise. In addition, it will also help foster quality and continuous improvement within the District.

Authority

With stringent regard for safekeeping and confidentiality, authorization is granted to the internal audit office for full and unrestricted access to any of the District's records in any form, physical properties, functions, and personnel necessary to effectively discharge the responsibilities assigned within the legal limits of state, local, and federal law. With approval from District-affiliated organizations, the internal auditor may also review the records and activities of affiliated organizations in conjunction with specific assurance services.

The District's executive director of internal audit shall be selected by and shall report directly to the Board [see BAA and DC]. Administratively, he or she shall report to the Superintendent. On an annual basis, the Board shall conduct the employee performance review of the executive director of internal audit with input from the Superintendent. Staff auditors may be selected by a subset of the Board and shall report directly to the executive director of internal audit. Annual performance evaluations for internal audit staff shall be performed by the executive director of internal audit. In lieu of a vacancy for the executive director of internal audit position, the highest level staff auditor shall report directly to the Board and administratively to the Superintendent. Overall, the internal audit function is a direct report to the Board. This reporting relationship ensures independence and promotes broad audit coverage. It will also ensure adequate consideration of audit reports and appropriate and timely action on audit recommendations.

The internal audit staff is not authorized to:

1. Perform any operational duties for the District;
2. Initiate or approve accounting transactions external to the internal audit activity; or

3. Direct the activities of any District employee not employed by the internal audit activity, except to the extent that such employee(s) has been appropriately assigned to an auditing team or to otherwise assist the internal auditor.

In response to financial or operational exigencies, the Board may temporarily direct the internal audit staff to perform duties outside of the internal audit function, as deemed necessary. Such events shall result in an actual impairment to the internal audit staff's objectivity specific to the affected District operations. As a result, the internal auditor may not provide assurance services to the affected operations for a period of no less than one year following the completion of the temporary reassignment.

Responsibility

The internal audit function encompasses the examination and evaluation of the adequacy and effectiveness of the District's system of internal controls and the quality of performance in carrying out assigned responsibilities. It includes:

1. Developing a flexible annual audit plan using an appropriate risk-based methodology to include any risks or control concerns identified by the Board and/or the administration.
2. Implementing the annual audit plan, as approved, including any special tasks or projects requested by the Board and/or the administration.
3. Reviewing the reliability and integrity of financial and operating information and the means used to identify, measure, classify, and report such information.
4. Reviewing the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations that could have a significant impact on operations and reports and whether the District is in compliance.
5. Reviewing the means of safeguarding assets, and as appropriate, verifying the existence of such assets.
6. Reviewing and appraising the economy and efficiency with which resources are employed.
7. Reviewing operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.
8. Issuing periodic reports to the Board and the administration summarizing results of audit activities.

9. Establishing a system to follow-up on reportable conditions in order to ensure that these conditions are satisfactorily addressed and/or resolved by the District administration.
10. Performing consulting services, beyond internal auditing assurance services, to assist the administration in meeting its objectives. Examples may include facilitation, reviewing process design, training, and advisory services.
11. Coordinating audit efforts with independent and external auditors, as well as with any outside agency.
12. Assisting in the investigation of any suspected fraudulent activities within the District.
13. Establishing a quality assurance program by which the District's internal auditor ensures the quality of operations as well as to ensure the internal auditor function complies with the Institute of Internal Auditors' *Code of Ethics* and *International Standards for the Professional Practice of Internal Auditing*.
14. Keeping the Board and the administration informed of emerging trends and successful practices in internal auditing.
15. Annually reviewing and revising the internal audit charter as necessary.
16. Disclosing to the Board a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities and the best interest of the District.

External Audit

Selection of Audit
Firm

The District shall contract with a certified public accounting firm that has sufficient resources and capabilities to audit the financial statements of the District.

Proposals for audit services shall be solicited as deemed appropriate. However, a rotation of the audit firm will be required at the end of a five-year period.

The audit firm under contract for the District's audit needs may not be simultaneously engaged to perform other technical or administrative services unrelated to the audit function.

Document #2

Updated Internal Audit policy as recommended

Internal Audit

Purpose

The Canutillo Independent School District (CISD) has established an internal audit function as an independent, objective assurance and consulting activity designed to add value to and improve CISD operations.

Internal audit (IA) assists CISD accomplish its goals and objectives by using a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

Internal Audit's primary purpose is to assist the CISD Board of Trustees (Board) in fulfilling its oversight and governance responsibilities.

IA will accomplish this purpose by providing independent and objective assurance, advice, and insight on the governance framework, risk management practices, and internal controls, to assist the Board and administration in the effective discharge of their responsibilities. IA will ensure audit services are guided by a philosophy of adding value to help improve the operational effectiveness of school operations and programs.

IA will further support and promote an ethical environment based on integrity, fairness, and accountability through open communication, professionalism, and expertise.

Adherence to IIA Standards

Internal Audit will ensure adherence to the mandatory elements of the Institute of Internal Auditors (IIA) Standards, which are: (1) Core Principles for the Professional Practice of Internal Auditing (2) Definition of Internal Auditing, and (3) Code of Ethics. This mandatory guidance constitutes the principles of the fundamental requirements for the professional practice of internal auditing and for evaluating the effectiveness of IA's performance. IA has also implemented internal operating procedures in accordance with IIA Standards to help ensure further compliance.

Authority & Scope

With strict regard for safekeeping and confidentiality, authorization is granted to Internal Audit to have full and unrestricted access to all of the District's records (in any form), physical properties, and personnel information necessary to effectively discharge IA's duties and responsibilities assigned within the legal limits of state, local, and federal law. Any limitations or restrictions by administration will be brought to the attention of the Board and Superintendent.

Internal Audit's scope of work is comprehensive and encompasses the examination and evaluation of all District programs and operations. IA's work may also include review of records and activities of

school-affiliated organizations. In those instances, IA must receive approval from such organizations prior to conducting a specific review or assurance service.

Independence &
Objectivity

Internal Audit will maintain the highest level of independence and objectivity during the performance of all audit activities, including matters of audit selection, scope, procedures, frequency, timing, or report content. IA will carry out its responsibilities in an unbiased manner and will disclose any impairment of independence, in fact or appearance, to the Board.

To ensure independence, IA will not engage in the decision-making process within operational functions. IA is not authorized to:

1. Perform any operational duties for the District;
2. Initiate or approve accounting transactions external to the internal audit activity; or
3. Direct the activities of any District employee not employed by the internal audit activity, except to the extent that such employee(s) has been appropriately assigned to assist the Internal Audit Office.

Exception: In times of financial or operational exigencies, the Board may temporarily direct IA to perform duties outside of the Internal Audit function. This will result in an impairment to the internal auditor's independence and objectivity specific to the affected operational function. As a result, the internal auditor will be precluded from performing audit services of the affected operation(s) for a minimum of one year from the completion of the temporary assignment.

Organizational
Structure &
Reporting

Texas Education Code Section 11.170 states, "if a school district employs an internal auditor, the Board of Trustees shall select the internal auditor and the internal auditor shall report directly to the Board". [see BAA and DC]

Recognizing the importance of organizational independence, the Board has structured the Internal Audit function as an independent office that operates separately from other departments. The District's Internal Auditor reports directly (functionally) to the Board and administratively to the Superintendent. This reporting relationship ensures independence and promotes broad audit coverage. On an annual basis, the Board shall conduct the employee performance review of the executive director of internal audit with input from the Superintendent.

When necessary, staff auditors may be selected by a subset of the Board and report directly to the Internal Auditor. Annual performance evaluations for internal audit staff are performed by the Internal Auditor. In lieu of a vacancy for the Internal Auditor position, the highest-level staff auditor shall report directly to the Board and administratively to the Superintendent. Overall, the internal audit function is a direct report to the Board.

Board
Responsibilities

The Board is responsible for ensuring that the internal audit function has sufficient authority to effectively perform its duties. As such, the Board will:

1. Review and approve the Internal Audit Charter
2. Approve the Risk-based Internal Audit Plan
3. Approve the Internal Audit Budget
4. Receive regular communications from the Internal Auditor on internal audit activities and performance relative to its plan and other matters
5. Approve decisions regarding the appointment and removal of the Internal Auditor
6. Approve the salary of the Internal Auditor
7. Make inquiries of management and the Internal Auditor to determine whether there are inappropriate scope or resource limitations
8. Ensure adequate consideration of audit report findings and timely action on audit recommendations

Internal Audit
Responsibilities

Internal Audit is responsible for carrying out all aspect of the internal audit activity within the District. As such, IA will:

1. Develop a flexible annual audit plan using an appropriate risk-based methodology to include any risks or control concerns identified by the Board and/or the administration.
2. Implement the annual audit plan as approved by the Board.
3. Initiate special tasks or new projects not listed on the annual plan only with approval by the Board.
4. Review the reliability and integrity of financial and operating information.

5. Review the internal control systems established to ensure compliance with laws, regulations, policies, plans, and procedures which could have a significant impact on District operations and programs.
6. Review the means of safeguarding assets and verify the existence of such assets.
7. Review and appraise the economy and efficiency with which resources are employed.
8. Review operations or programs to determine whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.
9. Issue periodic reports to the Board and the administration in a timely manner, summarizing the results of audit activities through a transparent and objective reporting process.
10. Establish a system to follow-up on reportable conditions to ensure that inadequate conditions are satisfactorily addressed and/or resolved by the District administration.
11. Perform consulting services to assist administration in meeting its objectives. Examples may include facilitation, reviewing process design, training, and advisory services.
12. Coordinate audit efforts and provide assistance to external auditors, including auditors from regulatory agencies.
13. Assist in the investigation of any suspected fraudulent activities within the District.
14. Keep the Board and senior administration informed of emerging trends, potential risks, and internal control issues.
15. Review and revise the internal audit charter annually or as necessary.
16. Disclose to the Board any personal financial interest, business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities and the best interest of the District.

Quality Assurance

Internal Audit will establish a quality assurance program and retain comprehensive records to ensure that internal audit activities are performed in compliance with IIA Standards to the extent possible with available resources.

External Audit

Selection of Audit
Firm

The District shall contract with a certified public accounting firm that has sufficient resources and capabilities to audit the financial statements of the District.

Proposals for audit services shall be solicited as deemed appropriate. However, a rotation of the audit firm will be required at the end of a five-year period.

The audit firm under contract for the District's audit needs may not be simultaneously engaged to perform other technical or administrative services unrelated to the audit function.

Document #3

Track Changes Version with annotated changes

Internal Audit

Purpose

The Canutillo Independent School District (CISD) has established an internal audit function as an independent, objective assurance and consulting activity designed to add value to and improve ~~the District's~~ CISD operations.

Internal audit (IA) ~~shall assist the Board CISD and the administration in accomplishing the District's~~ its goals and objectives by ~~bringing using~~ a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

Internal Audit's primary purpose is to assist the CISD Board of Trustees (Board) in fulfilling its oversight and governance responsibilities.

IA will accomplish this purpose by providing independent and objective assurance, advice, and insight on the governance framework, risk management practices, and internal controls, to assist the Board and administration in the effective discharge of their responsibilities. IA will ensure audit services are guided by a philosophy of adding value to help improve the operational effectiveness of school operations and programs.

IA ~~The internal audit function shall~~ will further support and promote an ethical environment based on integrity, fairness, and accountability through open communication, professionalism, and expertise. ~~In addition, it will also help foster quality and continuous improvement within the District.~~

Adherence to IIA Standards

Internal Audit will ensure adherence to the mandatory elements of the Institute of Internal Auditors (IIA) Standards, which are: (1) Core Principles for the Professional Practice of Internal Auditing (2) Definition of Internal Auditing, and (3) Code of Ethics. This mandatory guidance constitutes the principles of the fundamental requirements for the professional practice of internal auditing and for evaluating the effectiveness of IA's performance. IA has also implemented internal operating procedures in accordance with IIA Standards to help ensure further compliance.

Authority & Scope

With ~~strict~~stringent regard for safekeeping and confidentiality, authorization is granted to ~~the Internal Audit office~~ to have full and unrestricted access to ~~any~~all of the District's records (in any form), physical properties, ~~functions,~~ and personnel information necessary to effectively discharge ~~the~~IA's duties and responsibilities assigned within the legal limits of state, local, and federal law.

Independence &
Objectivity

Any limitations or restrictions by administration will be brought to the attention of the Board and Superintendent.

Internal Audit's scope of work is comprehensive and encompasses the examination and evaluation of all District programs and operations. IA's work may also include review of records and activities of school-affiliated organizations. In those instances, IA must receive ~~With approval from District-affiliated such organizations, the internal auditor may also review the records and activities of affiliated organizations in conjunction with~~ prior to conducting a specific review or assurance services.

Internal Audit will maintain the highest level of independence and objectivity during the performance of all audit activities, including matters of audit selection, scope, procedures, frequency, timing, or report content. IA will carry out its responsibilities in an unbiased manner and will disclose any impairment of independence, in fact or appearance, to the Board.

~~The District's executive director of internal audit shall be selected by and shall report directly to the Board [see BAA and DC]. Administratively, he or she shall report to the Superintendent. On an annual basis, the Board shall conduct the employee performance review of the executive director of internal audit with input from the Superintendent. Staff auditors may be selected by a subset of the Board and shall report directly to the executive director of internal audit. Annual performance evaluations for internal audit staff shall be performed by the executive director of internal audit. In lieu of a vacancy for the executive director of internal audit position, the highest level staff auditor shall report directly to the Board and administratively to the Superintendent. Overall, the internal audit function is a direct report to the Board. This reporting relationship ensures independence and promotes broad audit coverage. It will also ensure adequate consideration of audit reports and appropriate and timely action on audit recommendations.~~

To ensure independence, IA will not engage in the decision-making process within operational functions. IA ~~The internal audit staff~~ is not authorized to:

1. Perform any operational duties for the District;
2. Initiate or approve accounting transactions external to the internal audit activity; or
3. Direct the activities of any District employee not employed by the internal audit activity, except to the extent that such employee(s) has been appropriately assigned to ~~an auditing team or to otherwise~~ assist the Internal Auditor Office.

Organizational
Structure &
Reporting

~~Exception: In response to times of financial or operational exigencies, the Board may temporarily direct the internal audit staff IA to perform duties outside of the internal Audit function, as deemed necessary. This will result in an actual impairment to the internal auditor's staff's independence and objectivity specific to the affected District operational function. As a result, the internal auditor may not will be precluded from performing audit provide assurance services of the affected operation(s) for a period of no less than minimum of one year from following the completion of the temporary reassignment.~~

Texas Education Code Section 11.170 states, "if a school district employs an internal auditor, the Board of Trustees shall select the internal auditor and the internal auditor shall report directly to the Board". [see BAA and DC]

Recognizing the importance of organizational independence, the Board has structured the Internal Audit function as an independent office that operates separately from other departments. The District's executive director of Internal Auditor shall be selected by and shall reports directly (functionally) to the Board [see BAA and DC], and Administratively, he or she shall report to the Superintendent. This reporting relationship ensures independence and promotes broad audit coverage. On an annual basis, the Board shall conduct the employee performance review of the executive director of internal audit with input from the Superintendent.

When necessary, staff auditors may be selected by a subset of the Board and shall report directly to the executive director of Internal Auditor. Annual performance evaluations for internal audit staff shall be performed by the executive director of Internal Auditor. In lieu of a vacancy for the executive director of Internal Auditor position, the highest level highest-level staff auditor shall report directly to the Board and administratively to the Superintendent. Overall, the internal audit function is a direct report to the Board. This reporting relationship ensures independence and promotes broad audit coverage. It will also ensure adequate consideration of audit reports and appropriate and timely action on audit recommendations.

Board
Responsibilities

The Board is responsible for ensuring that the internal audit function has sufficient authority to effectively perform its duties. As such, the Board will:

1. Review and approve the Internal Audit Charter
2. Approve the Risk-based Internal Audit Plan
3. Approve the Internal Audit Budget

Internal Audit
Responsibilities

4. Receive regular communications from the Internal Auditor on internal audit activities and performance relative to its plan and other matters
5. Approve decisions regarding the appointment and removal of the Internal Auditor
6. Approve the salary of the Internal Auditor
7. Make inquiries of management and the Internal Auditor to determine whether there are inappropriate scope or resource limitations
8. Ensure adequate consideration of audit report findings and timely action on audit recommendations

~~The Internal Audit function encompasses the examination and evaluation of the adequacy and effectiveness of the District's system of internal controls and the quality of performance in~~ responsible for carrying out all aspect of assigned responsibilities the internal audit activity within the District. As such, IA will ~~it~~ includes:

1. Developing a flexible annual audit plan using an appropriate risk-based methodology to include any risks or control concerns identified by the Board and/or the administration.
2. Implementing the annual audit plan, as approved by the Board.
- ~~2.3. Initiate ,including any~~ special tasks or new projects not listed on the annual plan only with approval ~~requested~~ by the Board and/or the administration.
- ~~3.4. Reviewing~~ the reliability and integrity of financial and operating information ~~and the means used to identify, measure, classify, and report such information.~~
- ~~4.5. Reviewing~~ the internal control systems established to ensure compliance with ~~those laws, regulations, policies, plans, and procedures, laws, and regulations that~~ which could have a significant impact on District operations and programs ~~reports and whether the District is in compliance.~~
- ~~5.6. Reviewing~~ the means of safeguarding assets, and ~~as appropriate, verifying~~ the existence of such assets.
- ~~6.7. Reviewing~~ and appraising the economy and efficiency with which resources are employed.
- ~~7.8. Reviewing~~ operations or programs to ~~ascertain~~ determine whether results are consistent with established objectives and

goals and whether the operations or programs are being carried out as planned.

- ~~8-9.~~ Issu~~e~~**e**ing periodic reports to the Board and the administration **in a timely manner**, summarizing **the** results of audit activities **through a transparent and objective reporting process**.
- ~~9-10.~~ Establishing a system to follow-up on reportable conditions **in order** to ensure that **these inadequate** conditions are satisfactorily addressed and/or resolved by the District administration.
- ~~10-11.~~ Performing consulting services, ~~beyond internal auditing assurance services,~~ to assist ~~the~~ administration in meeting its objectives. Examples may include facilitation, reviewing process design, training, and advisory services.
- ~~11-12.~~ Coordinat**e**ing audit efforts **and provide assistance to with independent and** external auditors, ~~as well as with any outside including auditors from regulatory agencies~~.
- ~~12-13.~~ Assisting in the investigation of any suspected fraudulent activities within the District.
- ~~13.~~ ~~Establishing a quality assurance program by which the District's internal auditor ensures the quality of operations as well as to ensure the internal auditor function complies with the Institute of Internal Auditors' Code of Ethics and International Standards for the Professional Practice of Internal Auditing.~~
- 14. Keep**ing** the Board and ~~the~~**senior** administration informed of emerging trends, **potential risks, and** ~~and successful practices in internal control issues~~**auditing**.
- 15. ~~Annually r~~Review**ing** and revis**e**ing the internal audit charter **annually or** as necessary.
- 16. Disclos**e**ing to the Board **any** personal financial interest, **a** business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities and the best interest of the District.
- 16.** Internal Audit will establish a quality assurance program and retain comprehensive records to ensure that internal audit activities are performed in compliance with IIA Standards to the extent possible with available resources.

Quality Assurance

External Audit

Selection of Audit
Firm

The District shall contract with a certified public accounting firm that has sufficient resources and capabilities to audit the financial statements of the District.

Proposals for audit services shall be solicited as deemed appropriate. However, a rotation of the audit firm will be required at the end of a five-year period.

The audit firm under contract for the District's audit needs may not be simultaneously engaged to perform other technical or administrative services unrelated to the audit function.