EL PASO INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES, EL PASO INDEPENDENT SCHOOL DISTRICT
REGULAR BOARD MEETING
OCTOBER 21, 2025
5:00 PM
EPISD Administration Building (1014 North Stanton Street, El Paso, Texas, 79902)

Videoconference Notice:

A quorum of the Board of Trustees will be physically present at the EPISD Administration Building (1014 North Stanton Street, El Paso, Texas, 79902), and it is the intent to have a quorum of the Board present at that location. Pursuant to Texas Government Code 551.127, if a quorum of the Board is physically present at the designated location, other Trustees may attend and participate in this meeting via videoconference.

Announcement of Meeting/Agenda
As Directed under the Provisions of the
Texas Open Meetings Act,
Texas Government Code, Chapter 551

If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed or executive meeting or session of the Board of Trustees is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., or Texas Government Code 418.183 (f), will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act. 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.

Subject of Meeting

1. Call to Order

2. Pledges of Allegiance

3. Moment of Silence

4. Recognitions

A. Recognition of 2025 Purple Star Campuses
(To promote community relations by recognizing our commitment to serving military families)

B. October 2025 Staff Recognitions
(To recognize staff for their commitment to District outcome goals)

5. Public Forum

6. Consent Agenda

(Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a Consent Agenda listing several items for approval of the Board by a single motion. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review.)

A. Approval of Minutes

1. Approval of August 27, 2025, Special Board of Trustees Meeting Minutes

2. Approval of September 16, 2025, Board of Trustees Meeting Minutes

3. Approval of September 23, 2025, Special Board of Trustees Meeting Minutes (Board Workshop)

4. Approval of September 30, 2025, Special Board of Trustees Meeting Minutes (Board Workshop)

5. Approval of October 7, 2025, Special Board of Trustees Meeting Minutes

B. Approval of Budget Amendments

1. Approval of Budget Amendment to Allocate Funds for Costs Associated with Instructional Materials, Technology Equipment, Personnel Costs and Extracurricular Activities (General Operating Fund - $8,656.00 and State Compensatory Education Fund - $14,700.00)
(Amendment will provide adequate funding for District operations)

C. Approval of Grant Awards

1. Approval of Statement of Grant Award and Grant Agreement for the Texas Office of the Governor's Rifle-Resistant Body Armor Grant Program (Texas Office of the Governor, Criminal Justice Division - $35,000.00)
(To improve school safety by equipping District police officers with appropriate body armor)

2. Acceptance of 2025-2026 Texas Education of Homeless Children and Youth (TEHCY) Continuation Grant (Texas Education Agency - $82,274.00)
(To provide educational activities, services, and supplies for El Paso ISD's homeless student population)

D. Additional Consent Agenda Items

1. Approval of 2025-2026 District Improvement Plan and Campus Improvement Plan Performance Objectives
(To comply with requirements under Policy BQ - Legal and Local)

2. Approval of Interlocal Agreement for Establishment and Operation of El Paso County Juvenile Justice Alternative Education Program between El Paso, Ysleta, Anthony, Canutillo, Socorro, Fabens, San Elizario, Tornillo, and Clint Independent School Districts and El Paso County Juvenile Board and Approval of Associated Student Code of Conduct for 2025-2026 School Year
(To comply with Chapter 37 of Texas Education Code)

3. Approval of 2025-2026 Elementary, Middle, and High School Library Materials
(To comply with requirements under Senate Bill 13)

4. Adoption of Proposed Revisions to Board Operating Procedures Handbook
(To adopt proposed revisions to the Board Operating Procedures Handbook)

5. Approval of Employee Conflict of Interest Report and Approval of Additional Employee Disclosure of Interest in a Business Entity Affidavits for 2025-2026
(To maintain compliance with District Policy DBD (Local), which requires disclosures to be presented to the Board for approval)

6. Approval of Revision to 2025-2026 Extra Performance & Instructional Stipends Listing
(To provide compensation to EPISD employees)

E. Purchases Requiring Board Approval

1. Approval of Expenditures to Purchase Online Curriculum Platform, Licenses, Practice Tests, and Exams, from NCS Pearson, Inc., dba Certiport, a Business of NCS Pearson, Inc., Utilizing Ysleta Independent School District (YISD) Contract #221030 RFP-Informal, Career and Technical Education (Budgeted General Operating Funds - $160,703.00)
(To assist students enrolled in Career and Technical Education (CTE) courses in obtaining Industry-Based Certifications)

2. Approval of Tenth Amendment and Renewal to Software License and Support Services Agreement with Frontline Technologies Group, LLC, dba Frontline Education, for the Student Information System (SIS) and Enterprise Resource Planning (ERP) System, Utilizing Education Service Center (ESC) Region 19 Allied States Cooperative (ASC) Contract #24-7490, Student and Finance Systems (Budgeted General Operating Funds - $1,040,096.28)

(To continue critical district operations to include Finance, Human Resources, and Student Information System platforms)

3. Approval of Renewal of Contracted Services Agreement for Thrillshare Media and Thrillshare Rooms Subscriptions from Apptegy, Inc., Utilizing The Interlocal Purchasing System (TIPS) Contract #230105, Technology Solutions, Products, and Services (Budgeted General Operating Funds - $321,562.50)
(To enhance the District's quality of customer service provided to all stakeholders)

4. Approval of Expenditures for Professional Development Services for Elementary Principals and Executive Principals from Teaching and Learning Alliance, Inc., Utilizing RFP #23-088, Professional Development and Other Contracted Services (Budgeted Federal Funds - Not to Exceed $172,100.00)
(To provide professional development services for principals and executive principals)

5. Approval of Second Amendment, Renewal, and Notice of Early Termination to the Granite Telecommunications, LLC, and El Paso Independent School District Vendor Contract for Goods and Services, to Purchase Public Switch Telephone Network Services, Plain Old Telephone Service (POTS)/Session Initiation Protocol (SIP) Trunks, and Districtwide Dial Tone/Long Distance (LD), from Granite Telecommunications, LLC, Utilizing the General Services Administration (GSA) Contract #GS-35F-208BA (Budgeted Local General Operating Funds - Not to Exceed $194,869.74)
(To ensure uninterrupted telephone services and long-distance connections during the transition to the telephony platform)

F. Approval of Facilities-Related Agreements and Final Payments for Construction Contracts

1. Approval of Final Acceptance of Work and Final Payment for Burges High School Main Gym Wood Floor Renovation, Project No. 25.568, Utilizing ESC Region 19 Allied States Cooperative RFP No. 24-7494, Job Order Contracting & Facilities Construction Services-State of Texas, to GRACEN Engineering & Construction, Inc. (Operating Fund - $27,459.91)
(Approval is needed to proceed with final acceptance and final payment for the project as per Board Policy)

2. Approval of Traffic Signal Flasher Agreement Between El Paso Independent School District and City of El Paso for El Paso High School (Budgeted General Operating Funds - $33,200.00)
(Approval is required to proceed with the installation of the school zone flasher signal)

7. Action Items

A. Discuss and Take Appropriate Action on an Order Authorizing the Issuance of "El Paso Independent School District Unlimited Tax Refunding Bonds" in One or More Series; Levying a Continuing Direct Annual ad Valorem Tax for the Payment of Such Bonds; and Resolving other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, Including Delegating Certain Matters to Authorized Officials of the District within Certain Specified Parameters
(The proposed refunding bonds will only be issued if the refunding results in present value debt service savings for the District after payment of all applicable costs of the bond issuance)

B. Discuss and Take Appropriate Action on an Order Authorizing the Remarketing of "El Paso Independent School District Variable Rate Maintenance Tax Notes, Series 2020"; Prescribing the Form and Conditions Related to the Remarketing of Such Notes and Delegating Certain Matters to Certain Authorized Officials of the District within Certain Specified Parameters; and Resolving Other Matters Incident Thereto
(The mandatory tender date for the outstanding Maintenance Tax Notes is August 1, 2026, with an optional redemption on or after February 1, 2026)

8. Reports

A. Public Meeting to Discuss the District's Rating Under the Schools Financial Integrity Rating System of Texas (FIRST) Report
(To discuss the District's rating under the Schools FIRST in accordance with Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Sub-chapter AA, Commissioner's Rules Concerning Financial Accounting Rating System)

B. Gifted and Talented Redesign Update
(To provide a comprehensive review of the District's Redesigned Gifted and Talented Program)

9. Meeting to be Closed Under Sections 551.071, 551.076, and 551.089 of the Texas Government Code as follows:

A. Consultation with Legal Counsel Concerning Legal Issues Relating to:

1. Resolution to Declare a Good Cause Exception for House Bill 121, 89th (R), Armed Security Officer Requirement; Pursuant to Texas Government Code Sections 551.071 and 551.076

2. Districtwide Intruder Detection Audit Report Findings; Pursuant to Texas Government Code Sections 551.071, 551.076, and 551.089

3. Presentation of Emergency Operations Plan Submitted to Texas School Safety Center; Pursuant to Texas Government Code Sections 551.071, 551.076, and 551.089

10. Action Items to be Considered After Closed Session

A. Discuss and Take Appropriate Action on Resolution to Declare a Good Cause Exception for House Bill 121, 89th (R), Armed Security Officer Requirement
(To allow the Board to take action, if needed)

B. Discuss and Take Appropriate Action on Districtwide Intruder Detection Audit Report Findings
(To allow the Board to take action, if needed)

C. Discuss and Take Appropriate Action on Presentation of Emergency Operations Plan Submitted to Texas School Safety Center
(To allow the Board to take action, if needed)

11. Items on Next Month's Agenda

A. Overview of Future Board Meeting Agenda Items
(To provide an overview of future Board Meeting agenda items)

12. Adjournment

Superintendent

The district condemns and prohibits discrimination, including harassment, against any employee on the basis of race, color, age, sex, religion, national origin, marital status, citizenship, military status, disability, genetic information, gender stereotyping and perceived sexuality, perceived or actual sexual orientation, gender identity or gender expression, or any other basis prohibited by law. Inquiries concerning the application of Title VI, VII, and IX, and Section 504 may be referred to the District Compliance Officer, Rosa Ramos, at (915) 230-2031; 504 inquiries regarding students may be referred to Kelly Ball at (915) 230-2856.

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
RECOGNITIONS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Recognition of 2025 Purple Star Campuses

JUSTIFICATION STATEMENT:
To promote community relations by recognizing our commitment to serving military families

PURPOSE OF AGENDA ITEM: Public Relations

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Other

STAFF RESPONSIBILE: Liza Rodriguez, Chief Communications Officer

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:
The Board will recognize four campuses that received the prestigious Purple Star designation by the Texas Education Agency.

ADMINISTRATIVE RECOMMENDATION/MOTION:

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:
n/a

IMPACT ON OTHER FUCTIONS/OPERATIONS:
n/a

CONSEQUENCES OF NON-APPROVAL:
n/a

IMPLEMENTATION TIMELINE:
n/a

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
RECOGNITIONS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
October 2025 Staff Recognitions

JUSTIFICATION STATEMENT:
To recognize staff for their commitment to District outcome goals

PURPOSE OF AGENDA ITEM: Public Relations

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Other

STAFF RESPONSIBILE: Liza Rodriguez, Chief Communications Officer

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:
The Board of Trustees will recognize all El Paso ISD principals, as part of Principals Month, for their dedication, hard work, and leadership.

ADMINISTRATIVE RECOMMENDATION/MOTION:

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:
n/a

IMPACT ON OTHER FUCTIONS/OPERATIONS:
n/a

CONSEQUENCES OF NON-APPROVAL:
n/a

IMPLEMENTATION TIMELINE:
n/a

COMMENTS RECEIVED, IF ANY:
n/a

ATTACHMENTS:

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
                A.   APPROVAL OF MINUTES

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of August 27, 2025, Special Board of Trustees Meeting Minutes

JUSTIFICATION STATEMENT:

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Martha Aguirre, Interim Superintendent

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:
The minutes of the August 27, 2025, Special Board of Trustees Meeting, are presented for approval.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the minutes of the August 27, 2025, Special Board of Trustees Meeting, as written.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Board Minutes 08.27.25 SBM.pdf

MINUTES OF SPECIAL BOARD OF TRUSTEES MEETING
EL PASO INDEPENDENT SCHOOL DISTRICT
AUGUST 27, 2025
8:00 A.M.

Present: Ms. Leah Hanany, President
Dr. Jack Loveridge, Vice President
Mr. Alex Cuellar, Secretary
Ms. Valerie Beals, Member
Mr. Daniel Call, Member
Mr. Robert Osterland, Member
Ms. Mindy Sutton, Member
Ms. Martha I. Aguirre, Interim Superintendent

Others: Ms. Cezy Collins, Legal Counsel
Mr. Joshua Govea, Assistant General Counsel
Ms. Natalie Macias, Assistant General Counsel

I. Call to Order

The meeting was called to order at 8:11 a.m. by Board President Hanany.

II. Consent Agenda

It was moved by Trustee Loveridge, seconded by Trustee Cuellar, and carried unanimously, that the Consent Agenda items be approved as listed, including all recommended vendors for all amounts indicated.

A. Approval of August 19, 2025, Special Board of Trustees Meeting Minutes

B. Adoption of Proposed Revisions to Board Policy EFB (Local): Instructional Resources, Library Materials

III. Action Items

A. Discuss and Take Appropriate Action on Consultant Firm for Superintendent Search, RFP #26-001

Ms. Haydee Peña, Executive Director of Procurement Services, alongside Mr. Adrian Salazar, Purchasing Agent, provided an update on the Request for Proposal (RFP) process utilized for securing a firm to conduct a Superintendent Search. Ms. Peña provided detailed information related to the actions that have taken place to date related to this solicitation, which included: Approval of Methodology and Procedure; Issuance of Solicitation; Newspaper Advertisements; Pre-Proposal Informational Conference; Responses to Questions from Vendors; Training for Evaluation Committee/Board Members; Evaluation of Proposals. The possibility of holding vendor interviews was also discussed.

Mr. Salazar reported on the published evaluation criteria, as well as the possible points awarded, for each section utilized by the Evaluation Committee. The evaluation criteria included: Quality of the Vendors Goods and Services (40 points); Meeting the District's Needs (40 points); Purchase Price (15 points); Reputation (15 points); Past District Relationship (5 points); Historically Underutilized Business (5 points); Principal Place of Business (5 points), Other Relevant Factors (10 points); and Other Relevant Factors – Interviews, if Necessary (40 points).

Ms. Peña provided a list of the preliminary scoring by the Trustees. Further, she reported on next steps for the Superintendent RFP process, which included contract negotiations and possible award of a contract at the September Board Meeting. Additionally, she discussed the various evaluation options available to the Board in selecting the successful vendor for this award.

In response to inquiries by Trustee Call, Ms. Peña reported on the process utilized in establishing the weights for the evaluation of the various bids received. Ms. Peña also reported on the process utilized on determining weights awarded for bids throughout the District, which includes communication with the requesting department.

DRAFT

Board President Hanany provided clarification on the considerations provided related to the weights for each criterion. Further, she reported on the addition/consideration of an academic component based on the District's current academic standing. Mr. Call shared his concerns related to the process used in establishing the weights associated with this bid process.

Based on the preliminary ranking of the various vendor bids, Ms. Peña recommended that the Board consider interviewing all the responsive vendors. Ms. Collins provided information related to the process utilized during the previous Superintendent Search, which included vendor interviews. Should the Board want to proceed with interviews, she reported that Trustees could assist in developing the questions to be asked of vendors and that each vendor would be provided the same amount of time to respond to the questions.

It was moved by Trustee Cuellar and seconded by Trustee Loveridge, that the Board use the published matrix of 135 points along with interviews, adding an additional 40 points. A vote by roll call was taken with Trustees Sutton, Osterland, Loveridge, Hanany, Cuellar, and Beals voting in favor of the motion and Trustee Call voting against. The motion carried (6:1).

The possible date for vendor interviews was proposed as Wednesday, September 3. Trustees were provided with a deadline to submit possible interview questions to Ms. Peña, by close of business on Friday, August 29.

IV. Adjournment

The meeting was adjourned at 8:49 a.m.

_____

President

_____

Secretary

Date Approved: _____

DRAFT

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
                A.   APPROVAL OF MINUTES

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of September 16, 2025, Board of Trustees Meeting Minutes

JUSTIFICATION STATEMENT:

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Martha Aguirre, Interim Superintendent

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:
The minutes of the September 16, 2025, Board of Trustees Meeting, are presented for approval.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the minutes of the September 16, 2025, Board of Trustees Meeting, as written.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Board Minutes 09.16.25.pdf

MINUTES OF BOARD OF TRUSTEES MEETING
EL PASO INDEPENDENT SCHOOL DISTRICT
SEPTEMBER 16, 2025
5:00 P.M.

Present: Ms. Leah Hanany, President
Dr. Jack Loveridge, Vice President
Mr. Alex Cuellar, Secretary
Ms. Valerie Beals, Member
Mr. Robert Osterland, Member
Ms. Mindy Sutton, Member
Mr. Daniel Call, Member
Ms. Martha Aguirre, Interim Superintendent

Others: M. Cezy Collins, General Counsel
Mr. Joshua Govea, Assistant General Counsel
Ms. Natalie Macias, Assistant General Counsel

1. Call to Order
The meeting was called to order at 5:03 p.m. by Board President Hanany.

2. Pledges of Allegiance
Board President Hanany led the Pledges of Allegiance.

3. Moment of Silence
A moment of silence was observed.

4. Recognitions

A. September 2025 Student Recognitions
The Board recognized students who participated in the Fine Arts Summer Musical Program – Chicago. The Board also recognized students who exhibited their artwork at El Paso Museum of Art, as well as the accomplishments of several students who achieved recognition of becoming official professional artists.

B. September 2025 Staff Recognitions
The Board recognized Sherita Martin, Instructional Technology Specialist, for becoming an IST-certified educator.

5. Public Forum
The protocol to be observed during Public Forum was shared with the public in attendance. The following individuals requested to address the Board:

Mr. Ruben Cordero, Teacher, addressed the Board sharing concerns related to the CTE curriculum.

Mr. Javier Moreno, Police Officer, addressed the Board with concerns regarding school-based Police Officer pay.

Mr. Rafael Alarcon, Police Officer, addressed the Board with concerns regarding school-based Police Officer pay.

Ms. Michelle Buraczyk, Teacher, addressed the Board sharing concerns regarding technology support.

Ms. Lisa Alvarado, Teacher, addressed the Board sharing concerns regarding technology support at her campus.

Ms. Norma de la Rosa, President of El Paso Teachers Association, addressed the Board sharing concerns regarding assault on employees and students.

DRAFT

Mr. Ross Moore was not present when called upon.

Ms. Norma de la Rosa, President of the El Paso Teachers Association, requested to address the Board on Item 7.B., sharing concerns related to the Transportation Department.

Board President Hanany announced that items 8.A.1. and 9.A. were withdrawn from the agenda by the administration.

6. Consent Agenda

Items 6.G.1 and 6.G.7 were withdrawn from the consent agenda for a separate vote. It was moved by Trustee Loveridge, seconded by Trustee Cuellar, and carried unanimously (7-0), that the Consent Agenda items be approved as listed, including all recommended vendors, for all amounts indicated, with the exception of Items 6.G.1 and 6.G.7.

A. Approval of Minutes
   1. Approval of August 19, 2025, Board of Trustees Meeting Minutes
   2. Approval of August 27, 2025, Special Board of Trustees Meeting Minutes (Board Training)
   3. Approval of September 3, 2025, Special Board of Trustees Meeting Minutes

B. Approval of Budget Amendments
   1. Approval of Budget Amendment to Allocate Funds for Costs Associated with Instructional Resources, Professional Development, Instructional Leadership (General Operating Fund - $30,494.00 and State Compensatory Education - $10,235.00)

C. Approval of Proposed Adoption, Revisions, and Deletions to Board Policies
   1. Adoption of Proposed Revisions to Board Policy CH (Local): Purchasing and Acquisition
   2. Adoption of Proposed Revisions to Board Policy CV (Local): Facilities Construction
   3. Adoption of Proposed Revisions to Board Policy FFG (Local): Student Welfare, Child Abuse & Neglect

D. Acceptance of Grant Awards
   1. Acceptance of Award for 2025-2026 School Action Fund Planning and Implementation Continuation Grant (Texas Education Agency - $1,000,000.00)
   2. Approval of 2025-2026 Army Youth Programs in Your Neighborhood Contract (AYPYN Funds - $130,000.00)

E. Approval of Interlocal/License/Affiliation Agreements and Memorandums of Understanding
   1. Approval of Memorandum of Understanding between El Paso Independent School District and Amigo Airsho, Inc., for Use of Transportation Services (Budgeted General Operating Funds to be Reimbursed - $98,119.00) - the Board approved the Memorandum of Understanding between El Paso Independent School District and Amigo Airsho, Inc., for the use of transportation services, in the amount of $98,119.00 to be reimbursed to the District, as presented.
   2. Approval of State Agency License Agreement between El Paso Independent School District and the State of Texas, Acting by and through the Health and Human Services Commission for and on behalf of the El Paso Psychiatric Center - the Board approved the State Agency License Agreement between El Paso Independent School District and the State of Texas, Acting by and through the Health and Human Services Commission, for and on behalf of the El Paso Psychiatric Center, at a monthly rate of $8,030.50, for an initial one (1) year term, as presented.
   3. Approval of Internship Affiliation Agreement between The College of William & Mary and El Paso Independent School District
   4. Approval of Master Intergovernmental Cooperative Purchasing Agreement between Equalis Group and El Paso Independent School District - the Board approved the Master Intergovernmental Cooperative Purchasing Agreement between Equalis Group, LLC, and

DRAFT

El Paso Independent School District with the understanding that the agreement includes an indemnity clause limited to the extent permitted by law, as presented.

5. Approval of Memorandum of Understanding, Data Sharing & Collaborative Agreement, between Education Service Center Region 19 and El Paso Independent School District
6. Approval of Memorandum of Understanding between the Regents of the University of California, on behalf of its Los Angeles Campus (UCLA) and Parent Teacher Home Visits, and El Paso Independent School District
7. Approval of Memorandum of Understanding between El Paso Independent School District and Transcend Inc.

F. Additional Consent Agenda Items

1. Annual Report on 2025-2026 Professional Learning Plan
2. 2025-2026 Annual Report on Management Fees Under Purchasing Contracts
3. Internal Audit Annual Report to the Board of Trustees
4. Review of Annual Investment Report and Adoption of Investment Policy Review Resolution
5. Approval of Authorized Sellers of Investments and Providers of Investment Officer Training for Fiscal Year 2025-2026
6. Adoption of Resolution for Designation of Investment Officer and Updates to Designation of Investment Officer Forms for Lone Star, Texas Range, TexSTAR/LOGIC, Texpool and Texas Fixed Income Trust (FIT) Investment Pools - the Board adopted the Designation of Investment Officer Resolution and Amending Resolutions for Lone Star, Texas Range, TexSTAR/LOGIC, Texpool and Texas Fixed Income Trust (FIT) Investment Pools, as presented.
7. Review of 2026-2027 Budget Development Calendar
8. Fiscal Year 2025 Fourth-Quarter Financial Reports
9. Approval of Employee Conflict of Interest Report and Approval of Additional Employee Disclosure of Interest in a Business Entity Affidavits for 2025-2026 - the Board reviewed and approved the Fiscal Year 2025-2026 Employee Disclosure of Interest in a Business Entity affidavits, as presented.
10. Approval of Administrator Personal Contracts with Other Entities, Pursuant to Texas House Bill 3372, Relating to Restrictions on Outside Employment by School District Administrators - the Board of Trustees approved the contracts between the administrators and other entities as presented, determining that the contracts will not harm the District, will not be a conflict of interest, and the duties are performed entirely on the administrators' personal time.

G. Purchases Requiring Board Approval

2. Ratification of Expenditures to Purchase Dual Credit Textbooks and Instructional Material from Barnes & Noble College Booksellers, LLC, for Fiscal Year 2025-2026, Utilizing the Central Texas Purchasing Alliance (CTPA), Pasadena ISD Contract #25-013LM Addendum 1, Retail Stores (Instructional Materials Allotment and General Operating Funds - Not to Exceed $950,000.00)
3. Approval of Expenditures to Purchase Check Point Software from Spectrum Imaging Technologies, Inc., Utilizing Education Service Center (ESC) Region 19 Allied States Cooperative (ASC) Contract #24-7480, Technology, Hardware, Software and Related (Budgeted General Operating Funds - $159,169.76)
4. Approval of Expenditures to Purchase Web-Based Social-Emotional Curriculum Materials for Elementary Campuses from QuaverEd, Inc., Utilizing The Interlocal Purchasing System Cooperative Contract #240804, Academic and Educational Goods and Services (Budgeted Federal Funds - $115,200.00)
5. Approval of Sole Source Purchase from International Baccalaureate Organization (IBO) and its Authorized IB Workshop Providers, in Support of the IB Diploma Programme (General Operating Funds - $63,080.00)

DRAFT

6. Approval of Expenditure to Purchase Student Attendance Notification System from EveryDay Labs, Inc., dba In Class Today, Inc., Utilizing The Interlocal Purchasing System (TIPS) Contract #240804, Academic and Educational Goods and Services (Budgeted General Operating Funds - $329,906.25) - the Board approved the expenditure to purchase the Student Attendance Notification System from EveryDay Labs, Inc., utilizing The Interlocal Purchasing System (TIPS) Contract #240804, Academic and Educational Goods and Services, in the amount of $329,906.25, for an initial one (1) year period, with the option to extend for three (3) additional years, one (1) year at a time, as presented.
8. Approval to Update Third Party Administration (TPA) Services for the Administration of Section 125 Plan Services for Supplemental Insurance Products (Self Funded Health Care Fund) - the Board approved the proposed updates to the Section 125 Program and Supplemental Insurance Products Service Agreement, reflecting changes in service providers and updated premiums, as presented.
9. Approval to Award Auctioneer Services, RFP #25-021 (Administration Recommendation: Auctions International, Inc.) - the Board approved the award of Auctioneer Services, RFP #25-021, to Auctions International, Inc., at a zero cost to the District, with the percentage returns to the District as indicated, with the option to extend for four (4) additional years, one (1) year at a time, as presented.
10. Approval of First Option to Renew Custodial Supplies, Equipment and Related, CSP #25-001, to Ferguson Enterprises LLC; LD Supply, LLC; Shelby Distributions Inc.; Southwestern Mill Distributors, Inc.; Spectrum Paper Co., Inc.; Staples Contract & Commercial LLC; Unipak Corp.; and United Sales USA Corp. (Budgeted General Operating Funds - Not to Exceed $4,000,000.00) - the Board approved the first option to renew Custodial Supplies, Equipment and Related, CSP #25-001, to Ferguson Enterprises LLC; LD Supply, LLC; Shelby Distributions Inc.; Southwestern Mill Distributors, Inc.; Spectrum Paper Co., Inc.; Staples Contract & Commercial LLC; Unipak Corp.; and United Sales USA Corp., in an amount not to exceed $4,000,000.00 in aggregate purchases from all vendors, for a one (1) year period, with the option to extend for three (3) additional years, one (1) year at a time.
11. Approval of Expenditures to Purchase Telephony Maintenance and Support Services from Gage Technologies, as an Authorized Reseller for Avaya, LLC, through the State of Texas Department of Information Resources Contract No. DIR-CPO-4644 (Budgeted Local Funds - Not to Exceed $339,176.45) - the Board approved the purchase of telephony maintenance and support services from Gage Technologies, as an authorized reseller for Avaya, LLC, through the State of Texas Department of Information Resources Contract No. DIR-CPO-4644, in an amount not to exceed $339,176.45, for a period not to exceed one year beginning July 1, 2025.

H. Approval of Facilities and Construction Contract Awards, Change Orders and Final Payments for Construction Contracts

1. Approval to Award SECO Cool Chiller Project CL 427, CSP #25-018 (Administration Recommendation: Columbia Contracting Corporation) (Budgeted SECO Agreement Funds - $2,392,892.00) - the Board approved the award of SECO Cool Chiller Replacement Project CL 427, CSP #25-018, to Columbia Contracting Corporation, in the amount of $2,392,892.00, to be completed no later than April 7, 2026, as presented.
2. Approval of Final Acceptance of Work and Final Payment for Coronado High School Shade Structure, Project No. 17.627C, Utilizing The Interlocal Purchasing System (TIPS) RCSP #23010402, Trades, Labor and Materials, to Keystone GC, LLC (2016 Bond Funds - $16,293.51)

DRAFT

ITEMS REMOVED FROM CONSENT AGENDA FOR SEPARATE VOTE

6.G.1. Approval of Executive Search Services Agreement with Texas Association of School Boards, Inc. (TASB) for Consultant Firm for Superintendent Search, RFP #26-001 (Budgeted Local Funds - $25,000.00)

In response to inquiries by Trustee Sutton related to the nature and structure of the proposed contract, as well as the list of focus groups, Ms. Haydee Peña, Executive Director of Procurement and School Resources, confirmed that the contract was a general contract for goods and services. Ms. Peña and Ms. Collins also clarified that the list of focus groups included under Exhibit A4 was a suggestion of individuals for inclusion, which could be modified by the Board. Further, Ms. Collins shared that the vendor would schedule meetings with Trustees to generate a plan for community involvement sessions.

It was moved by Trustee Call, seconded by Trustee Sutton, and carried unanimously, that the Board approve the Executive Search Services Agreement with the Texas Association of School Boards, Inc. (TASB) for the Consultant Firm for Superintendent Search, under RFP #26-001, in the amount of $25,000.00, as presented.

6.G.7. Approval of Facilities Use Agreement between the University of Texas at El Paso and El Paso Independent School District for a High School Football Game on September 25, 2025 (Budgeted Local Funds - Not to Exceed $50,000.00)

Trustee Cuellar suggested that Administration find ways to provide opportunities for high school student athletes to participate in this level of activity. Trustee Hanany provided historical context as to the decision not to continue hosting the Southside Bowl at UTEP. Mr. David Cervantes, Executive Director of Athletics, reported that after visiting the issue last year, coaches and students were surveyed for input. The survey reflected low interest from football teams in playing at the Sun Bowl, but significant interest from other sports teams, particularly Basketball, in using UTEP facilities. The Athletics Department will research potential solutions for preseason tournaments and playoff games at UTEP facilities.

It was moved by Trustee Call, seconded by Trustee Cuellar, and carried unanimously, that the Board approve the Facilities Use Agreement between the University of Texas at El Paso and El Paso Independent School District for a High School Football Game on September 25, 2025, in an amount not to exceed $50,000.00, as presented.

7. Reports

A. House Bill 3 Early Childhood Literacy, Mathematics, and College Career Military Readiness Student Outcomes Report

Ms. Kristine Ferret, Executive Director of Strategic Planning, Analytics, and Design, provided the annual report on HB3 student outcomes. Ms. Ferret shared historical context and requirements under HB3, related to Early Childhood Literacy and Math, as well as College, Career, and Military Readiness. Additionally, Ms. Ferret reported on the annual targets and on the September 2024 adopted goals.

Mr. Guy Rosales, Assistant Superintendent of Teaching and Learning, presented the Northwest Evaluation Association (NWEA) Beginning of Year Achievement Summary for 2025. He provided detailed information on the results for student growth. In response to inquiries from Trustees Sutton and Beals related to addressing the below-target areas and the plan for Special Education students to reach these goals, Mr. Rosales discussed the department's plan to ensure teachers receive proper support. Ms. Veronica Reyes, Assistant Superintendent of Specialized Learning, reported that the Specialized Services Department will continue to work with teachers to provide the support needed for student success.

In response to an inquiry by Ex Officio Col. Soyka regarding TSIA and SAT preparation, Mr. Jason Long, Executive Director of Advanced Academics, reported that classroom practice tests have been implemented as part of the curriculum for both TSIA and SAT.

DRAFT

B. El Paso Independent School District Transportation Update

Mr. David Ayala, Executive Director of Operations Support Services, presented an overview of Transportation Services. Mr. Ayala shared information on the implementation of the School Choice Routes, available to students attending campuses other than their home campus, throughout their Zone of Excellence. Ms. Kathy Cisneros, Director of Transportation, elaborated on the School Choice Routes and the challenges faced during the transition in the first two weeks of school. Ms. Cisneros shared the District's plan and next steps to improve and monitor transportation routes.

In response to inquiries by Trustees, Ms. Cisneros clarified the process of hiring drivers and the challenges faced during the summer months. Interim Superintendent Aguirre further clarified that the District has enough drivers for current routes; however, she explained that the challenges occur when bus drivers are absent. The Transportation Department is actively working to interview and fill any vacant positions. Ms. Cisneros further reported that routes are reviewed continuously to ensure they are updated as necessary. Additionally, Ms. Cisneros reported on the implementation of Zonar, the hardware system used to track students riding the bus, as well as Transfinder, the application, which provides up-to-date notifications to parents.

C. Report on Attendance Efforts & Campaign

Ms. Liza Rodriguez, Chief Communications Officer, alongside Mr. Sehban Zaidi, Director of Communications; Ms. Lisa Estrada-Batson, Assistant Superintendent of Student and Parent Services; and Ms. Marivel Macias, Chief Organizational Transformation and Innovation Officer, provided a report on the District's campaign and efforts to improve student attendance**.** Ms. Rodriguez shared historical attendance trends for the years 2016 through 2021. Additionally, she introduced the new attendance campaign "Right Here. Right Now," created in collaboration with principals and students. Mr. Zaidi presented the different phases of the campaign as well as the timeline associated with each. Ms. Estrada-Batson shared the Student and Parent Services Department's role in supporting campuses with policies, procedures, and processes. Furthermore, she provided details on available support for campus administration, parents, and students, through EveryDay Labs as well as Apptegy. Ms. Macias reported that Administration will review the current District of Innovation Plan, attendance procedures, as well as data, to provide a comprehensive report to the Board in November.

Meeting Closed

The meeting was closed for Executive Session at 7:23 p.m.

8. Meeting to be Closed under Sections 551.071, 551.074, 551.082, and 551.0821 of the Texas Government Code as follows:

A. Parent Complaint Appeals
   1. Level Three Parent Complaint - D.B., Canyon Hills Middle School; Pursuant to Texas Government Code Sections 551.071, 551.082, and 551.0821 – Item Withdrawn

B. Grievance Hearings
   1. Grievance Appeal - Elementary Teacher, Whitaker Elementary School; Pursuant to Texas Government Codes 551.071 and 551.074
   2. Grievance Appeal - Bus Monitor Aide, Transportation; Pursuant to Texas Government Codes 551.071 and 551.074

C. Consultation with Legal Counsel Concerning Legal Issues Relating To:
   1. Garcom, Inc. v. El Paso Independent School District, Cause No. 2025-DCV-3838 in the 243rd Judicial District Court, El Paso County, Texas; Pursuant to Texas Government Code 551.071
   2. Coronado High School Additions and Renovations, Package II, Construction Project 17.627 - Claims by HB Construction; Pursuant to Texas Government Code Section 551.071
   3. In Re: Social Media Adolescent Addiction/Personal Injury Products Liability Litigation, No.4:22-MD-3047 In the United States District Court for the Northern District of California and JCCP Proceeding No. 5255, Case No. 22STCV21355 in Los Angeles County Superior Court; Pursuant to Texas Government Code Section 551.071

DRAFT

Meeting Opened
The meeting was reassembled in Open Session at 10:05 p.m.

9. Action Items to be Considered After Closed Session

A. Discuss and Take Appropriate Action on Level Three Parent Complaint - D.B., Canyon Hills Middle School – Item Withdrawn

B. Discuss and Take Action on Grievance Appeal - Elementary Teacher, Whitaker Elementary School
It was moved by Trustee Call, and seconded by Trustee Beals, that the Board of Trustees uphold the Interim Superintendent's designee's decision and deny this grievance appeal. The motion failed with Trustees Sutton, Osterland, Cuellar, Beals, and Hanany voting against, and Trustees Loveridge and Call voting in favor.

C. Discuss and Take Appropriate Action on Grievance Appeal - Bus Monitor Aide, Transportation
It was moved by Trustee Cuellar, seconded by Trustee Loveridge, and carried unanimously, that the Board uphold the grievant's request to resign effective the date of her termination and not uphold the Superintendent's designee's decision.

D. Discuss and Take Appropriate Action on Garcom, Inc. v. El Paso Independent School District, Cause No. 2025-DCV-3838 in the 243rd Judicial District Court, El Paso County, Texas
It was moved by Trustee Loveridge, seconded by Trustee Osterland, and carried unanimously, that the Board authorize the Interim Superintendent and Legal Counsel to proceed as discussed in closed session.

E. Discuss and Take Appropriate Action Relating to Coronado High School Additions and Renovations, Package II, Construction Project 17.627 - Claims by HB Construction
It was moved by Trustee Call, seconded by Trustee Cuellar, and carried unanimously, that the Board authorize the Interim Superintendent and Legal Counsel to proceed as discussed in closed session.

10. Items on Next Month's Agenda

A. Overview of Future Board Meeting Agenda Items
Interim Superintendent Aguirre provided a brief overview of tentative upcoming Board Meeting agenda items.

11. Adjournment
The meeting was adjourned at 10:10 p.m.

_____
President

_____
Secretary

Date Approved: _____

Meeting Duration: 5 hours 7 minutes
Student Outcomes Discussions: 26 minutes

DRAFT

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
              A.   APPROVAL OF MINUTES

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of September 23, 2025, Special Board of Trustees Meeting Minutes (Board Workshop)

JUSTIFICATION STATEMENT:

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Martha Aguirre, Interim Superintendent

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:
The minutes of the September 23, 2025, Special Board of Trustees Meeting (Board Workshop), are presented for approval.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the minutes of the September 23, 2025, Special Board of Trustees Meeting (Board Workshop), as written.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Board Minutes 09.23.25 SBM (Board Workshop).pdf

MINUTES OF SPECIAL BOARD OF TRUSTEES MEETING
EL PASO INDEPENDENT SCHOOL DISTRICT
SEPTEMBER 23, 2025
8:00 A.M.

Present: Ms. Leah Hanany, President
Dr. Jack Loveridge, Vice President
Mr. Alex Cuellar, Secretary
Mr. Daniel Call, Member
Mr. Robert Osterland, Member
Ms. Mindy Sutton, Member
Ms. Martha Aguirre, Interim Superintendent

Absent: Ms. Valerie Beals, Member

Others: Ms. Cezy Collins, Legal Counsel
Mr. Joshua Govea, Assistant General Counsel
Ms. Natalie Macias, Assistant General Counsel

1. Call to Order
The meeting was called to order at 8:12 a.m. by Board President Hanany.

Board Workshop to Include the Discussion of the Following Topics:

A. Updates to Board Operating Procedures Handbook
Board President Hanany reported that the Board Operating Procedures Handbook was last officially revised in 2015. Further, that Trustees had previously reviewed the Handbook at workshops with Ms. Esperanza Orosco, Consultant with the Texas Association of School Boards (TASB). Additionally, she informed the Board that a copy of the redline version of the document, which was created by Ms. Orosco, was provided to the Trustees by Ms. Collins. The goal for the session was for the Trustees to review the proposed language and provide any additional guidance.

Ms. Hanany led the Trustees through a review of each section in the Handbook to include: Mission, Vision, Core Beliefs, Strategic Levers and Essential Actions, Framework for Governance Leadership and School Board Development, Ethics for School Board Members, Communicating with Team Members Between Meetings, Communicating with the Media and Community, Social Media, Communicating with Vendors, Responding to Community or Employee Complaints, Visiting Campuses as a Board Member, Rules of Order for Board Meetings, Preparing the Board Meeting Agenda, and Requesting Information About Meeting Agenda Items.

The following recommended revisions were made:

Responding to Community or Employee Complaints - it was recommended that the first section be revised to read: Listen respectfully.

Visiting Campuses as a Board Member - it was recommended that new Item #1 be revised as follows: Board members are encouraged to visit campuses and school events, provided they contact the campus principal to schedule their visit at least two days prior and they notify both the Superintendent's and the principal's offices prior to their arrival. Additionally, it was recommended that previous Item #7 be reinstated. Further, it was recommended that a statement be included relating to former Trustees being allowed to participate in graduation ceremonies and for any Trustee remarks to be prepared by District staff. Conversation ensued on Trustees hosting community meetings at campuses. Ms. Collins reminded the Board that District resources may not be used for political campaigning.

Rules of Order for Board Meetings - it was recommended that new Item #1 be revised as follows: Board members shall conduct meetings guided by the parliamentary procedures in the most current edition of Robert's Rules of Order. Additionally, new Item #3 is to read as follows: Board Members are encouraged to attend training on Robert's Rules of Order.

DRAFT

Preparing the Board Meeting Agenda - it was recommended that the second sentence under new Item #3 be revised as follows: The Vice President or Secretary may attend agenda reviews. Additionally, new Item #4 and #6 are to reference business days. Ms. Collins cautioned Trustees as to walking quorums. Additionally, the Board discussed scheduling workshops prior to regular Board Meetings. These two topics will be revisited at the next meeting.

Requesting Information About Meeting Agenda Items – it was recommended that new Item #1 read as follows: The agenda packet is generally posted to Peak and notice is e-mailed to all Board Members seven calendar days before scheduled Board Meetings.

Board President Hanany reminded Trustees that a follow-up meeting, to finalize review of the Handbook, is scheduled for September 30, 2025. The goal of the additional session is for the Board to approve the revised Handbook at the October 21, 2025, Board Meeting.

2. Adjournment

The meeting was adjourned at 8:59 a.m.

_____

President

_____

Secretary

Date Approved: _____

DRAFT

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
              A.   APPROVAL OF MINUTES

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of September 30, 2025, Special Board of Trustees Meeting Minutes (Board Workshop)

JUSTIFICATION STATEMENT:

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Martha Aguirre, Interim Superintendent

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:
The minutes of the September 30, 2025, Special Board of Trustees Meeting (Board Workshop), are presented for approval.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the minutes for the September 30, 2025, Special Board of Trustees Meeting (Board Workshop), as written.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Board Minutes 09.30.25 SBM (Board Workshop).pdf

MINUTES OF SPECIAL BOARD OF TRUSTEES MEETING
EL PASO INDEPENDENT SCHOOL DISTRICT
SEPTEMBER 30, 2025
8:00 A.M.

Present: Ms. Leah Hanany, President
Dr. Jack Loveridge, Vice President
Mr. Robert Osterland, Member
Ms. Mindy Sutton, Member
Ms. Martha Aguirre, Interim Superintendent

Absent: Ms. Valerie Beals, Member
Mr. Daniel Call, Member
Mr. Alex Cuellar, Secretary

Others: Ms. Cezy Collins, Legal Counsel
Mr. Joshua Govea, Assistant General Counsel
Ms. Natalie Macias, Assistant General Counsel

1. Call to Order

The meeting was called to order at 8:17 a.m. by Board President Hanany.

Board Workshop to Include the Discussion of the Following Topics:

A. Updates to Board Operating Procedures Handbook

Board President Hanany welcomed everyone in attendance and informed the Trustees that a copy of the revised redlined version of the document, was provided by Ms. Collins. The Board continued its review of the current Board Operating Procedures Handbook, which began on September 23, 2025.

Ms. Hanany led the Trustees through a review of the remaining sections in the Handbook to include: Participating in the Board Meeting as a Board Member; Participating as a Board Member in Public Forum; Requesting Information Not Related to Agenda Items; Board Committees and Conducting Board Committee Meetings; Advisory Committees; District Issued Equipment and Supplies; Board Attendance at Gradations; and Compliance with Operating Procedures.

As it pertains to the section titled Participating as a Board Member in Public Forum, and in response to inquiries by Trustees, Ms. Collins clarified that language relating to a time limit on Public Forum is already in existing Board Policy. She also reported that the Board may request legal advice at any time during a Board Meeting. Additionally, she reminded the Board as to limitations under the Open Meetings Act and the Board's ability to respond only with specific factual information or recitation of existing policy during Public Forum but not to engage in back-and-forth comments. A recommendation was made to include links to Board Policy references throughout the Handbook.

As it pertains to the section titled Requesting Information Not Related to Agenda Items, Ms. Collins discussed information related to the right of access to records by school board members without necessitating a Public Information Act request. Ms. Collins will review and update this section as needed.

As it pertains to the section titled Board Committees and Conducting Board Committee Meetings, Ms. Collins reported on language in policy related to the establishment of committees, to include ad-hoc committees. She further discussed Board or Board Committee meeting times as they relate to Senate Bill 12 (SB12). As it pertains to the section titled Advisory Committees, Trustee Sutton requested a current list of existing committees, to include current members, as well as those appointed by Trustees. Discussion ensued on the policy referencing the creation of the Audit Committee and the possibility of revising that particular policy.

DRAFT

As requested at an earlier meeting, Ms. Collins introduced draft language under the section titled Board Attendance at Graduations, for the Board's consideration. Discussion ensued on the logistics of having several current and former Trustees on stage during graduation ceremonies.

Board President Hanany reviewed the draft language under the section titled Compliance with Operating Procedures. As it pertains to the sections titled Board Evaluation and Superintendent Evaluation, she reported on work being done to obtain training from Mr. Ben Mackey in the upcoming Months. Trustees were asked to review the remaining sections in the Handbook, which were not reviewed during the workshop, and provide feedback to Ms. Collins as soon as possible. Further, Board President Hanany reminded Trustees of the goal to possibly present the draft Handbook at the October 21, 2025, Board Meeting.

2. Adjournment

The meeting was adjourned at 8:59 a.m.

_____

President

_____

Secretary

Date Approved: _____

DRAFT

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
              A.   APPROVAL OF MINUTES

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of October 7, 2025, Special Board of Trustees Meeting Minutes

JUSTIFICATION STATEMENT:

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Martha Aguirre, Interim Superintendent

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:
The minutes of the October 7, 2025, Special Board of Trustees Meeting, are presented for approval.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the minutes of the October 7, 2025, Special Board of Trustees Meeting, as written.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Board Minutes 10.07.25 SBM.pdf

MINUTES OF SPECIAL BOARD OF TRUSTEES MEETING
EL PASO INDEPENDENT SCHOOL DISTRICT
OCTOBER 7, 2025
8:00 A.M.

Present: Ms. Leah Hanany, President
Dr. Jack Loveridge, Vice President
Mr. Alex Cuellar, Secretary
Ms. Valerie Beals, Member
Mr. Daniel Call, Member
Mr. Robert Osterland, Member (Virtually)
Ms. Mindy Sutton, Member
Ms. Martha Aguirre, Interim Superintendent

Others: Ms. Cezy Collins, Legal Counsel
Mr. Joshua Govea, Assistant General Counsel
Ms. Natalie Macias, Assistant General Counsel

1. Call to Order

The meeting was called to order at 8:05 a.m. by Board President Hanany. Trustee Robert Osterland attended the meeting virtually.

Mr. Ross Moore, President of the El Paso Federation of Teachers and Support Personnel, requested to address the Board related to Items 2.A. and 3.A. Regarding Item 2.A., Mr. Moore shared concerns related to a possible conflict of interest regarding Hitchcock ISD. As it pertains to Item 3.A., Mr. Moore shared his concerns with the lack of supporting documentation/presentation for the item.

2. Action Item

A. Discuss and Take Appropriate Action on Superintendent Search Process and Search Schedule Calendar

Mr. George Kazanas, Search Consultant with the Texas Association of School Boards, was present to review the events and dates on the draft Superintendent Search timeline provided to the Board. The timeline included today's initial planning meeting as well as various community involvement sessions during the week of October 27-31. Mr. Kazanas also provided details as to the process utilized during the community involvement sessions to include the format and duration. Trustees provided feedback suggesting that the community involvement meetings for Districts 1-3, 4-5, and 6-7 be combined. Additionally, they suggested that the meeting duration be increased to 2-3 hours to allow for more public participation. Discussion ensued on the methods for advertising and promoting attendance at these meetings.

The provision of a Leadership Report was also included in the timeline, which will be issued on November 4. Additionally, the application deadline of November 5 was discussed. In response to inquiries by Trustee Call on the posting of the vacancy, Mr. Kazanas reported various sites where the posting is advertised and clarified that the posting could be revised, based on guidance from Trustees. Mr. Kazanas shared the request to schedule virtual meetings with individual Trustees to obtain their guidance on the search process.

Discussion ensued on scheduling meetings with various stakeholder groups to obtain their input. Trustees were asked to submit, by October 10, a list of 3-5 suggested groups to Mr. Kazanas for inclusion in the community involvement sessions, as well as any input related to the vacancy posting. Additionally, Trustees suggested revisions to the timeline to include scheduling interviews on November 14 and 17, beginning at 5 p.m.; follow-up interviews on December 2 and 3, with the possibility of naming a finalist on either of these dates, or on December 8.

3. Report

A. Update on 2025-2026 District Facilities and Construction Projects

Board President Hanany announced that due to lack of time, this report would not be presented and would be rescheduled to a future meeting. She also asked for the presentation to be uploaded as supporting documentation and shared with the Trustees.

DRAFT

4. Adjournment

The meeting was adjourned at 8:55 a.m.

_____

President

_____

Secretary

Date Approved: _____

DRAFT

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025

  B.
  APPROVAL OF BUDGET AMENDMENTS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Budget Amendment to Allocate Funds for Costs Associated with Instructional Materials, Technology Equipment, Personnel Costs and Extracurricular Activities (General Operating Fund - $8,656.00 and State Compensatory Education Fund - $14,700.00)

JUSTIFICATION STATEMENT:
Amendment will provide adequate funding for District operations

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Maria D. Alonso

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
Pursuant to Board Policy CE (Local) – Annual Operating Budget, the Board shall amend the budget when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

The budget amendment(s) presented reallocates funds to align with campus and department needs, ensuring the effective use of resources as noted below:

- Coronado High School - Amendment request to allocate budget for costs associated with the purchase of technology equipment in the amount of $4,320. (Fund 199)
- Fine Arts Department - Amendment request to allocate budget for costs associated with contracted services, personnel costs, and miscellaneous operating costs in the amount of $3,334. (Fund 199)
- Hillside Elementary - Amendment request to allocate budget for costs associated with the professional development fees in the amount of $100. (Fund 199)
- Tinajero PK-8 School - Amendment request to allocate budget for costs associated with the purchase of instructional materials in the amount of $4,000 (Fund 185), and technology equipment in the amount of $902. (Fund 199)
- Wiggs Middle School - Amendment request to allocate budget for costs associated with the purchase of instructional materials in the amount of $10,700. (Fund 185)

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board of Trustees approve the request to amend the budget for the 2025-2026 General Operating Fund in the amount of $8,656.00 and the State Compensatory Education Fund in the amount of $14,700.00.

FUNDING SOURCE: General Operating (Fund 199) and State Compensatory Education (Fund 185) **ACCOUNT NO.:**
Various Accounts

FISCAL IMPACT AND COST:
General Fund (199) $8,656.00; State Compensatory Education (185) $14,700.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
Program objectives will be delayed

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Campus and Department Amendments 10.20.25.pdf

Budget Amendment - Campuses and Departments - 10.21.2025

TO/FROM	FUND	FUNCTION/CLASS OBJECT		AMOUNT	
FROM	GENERAL OPERATING - FUND 199				
		11 - INSTRUCTION	$	7,754	
		23 - SCHOOL LEADERSHIP	$	902	
					$ 8,656
FROM	STATE COMPENSATORY EDUCATION - FUND 185				
		13 - CURRICULUM & INSTR STAFF DEVELOP	$	12,250	
		23 - SCHOOL LEADERSHIP	$	2,450	
					$ 14,700
TO	GENERAL OPERATING FUND - 199				
		12 - INSTRUCTIONAL RESOURCES AND MEDIA SERVICES	$	834	
		13 - CURRICULUM AND INSTRUCTIONAL STAFF DEVELOPMENT	$	100	
		31 - GUIDANCE, COUNSELING, AND EVALUATION SERVICES	$	5,222	
		36 - COCURRICULAR/EXTRACURRICULAR ACTIVITIES	$	2,500	
					$ 8,656
TO	STATE COMPENSATORY EDUCATION - FUND 185				
		11 - INSTRUCTION	$	14,700	
					$ 14,700
		FUND 199 - GENERAL OPERATING FUND	**$**	**8,656**	
		FUND 185 - STATE COMPENSATORY EDUCATION	**$**	**14,700**	
					$ 23,356

BUDGET AMENDMENT BY LOCATION

Coronado High School	$	4,320.00
Fine Arts	$	3,334.00
Hillside Elementary	$	100.00
Josefina Villamil Tinajero PK-8	$	4,902.00
Wiggs Middle School	$	10,700.00
TOTAL	**$**	**23,356**

BUDGET & EXTERNAL FINANCIAL MANAGEMENT
EL PASO ISD
it starts with us

FOR OFFICE USE ONLY
Reviewed by: KR
Date: 08.26.2025

CAMPUS BUDGET AMENDMENT REQUEST

TO: Maria D. Alonso, Comptroller MDA
FROM: Dr. Angela Reyna 005 Coronado High School
DATE: 08/20/25 9:11 AM
SUBJECT: Budget Amendment Request for Fund 199

Pursuant to Board Policy CE (LOCAL) – Annual Operating Budget, the Board of Trustees, shall amend the budget when a change is made, increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

I am requesting a transfer of funds between functions. I understand that this request will require approval by the Board of Trustees based on Board Policy CE (LOCAL).

Amount	From Account	To Account
$4,320.00	199.11.6291.005.11.100.005	199.31.6395.005.99.100.005

Summary or Program
Funds were allocated for the purchase of Consulting Services for instruction between teachers and students. Funds will be better utilized for Counselors to increase interaction with students and have the ability to better service them with multiple screen availability.

Justification (Reason for request, consequences of non-approval, etc.)
Funds will be utilized to purchase larger monitor screens to enhance services provided to students. The larger screens will allow counselors to view and manage multiple applications simultaneously, enabling them to assist students more efficiently and provide support in a timely manner.

This expenditure aligns with the Campus Improvement Plan (CIP) – Plan for Learning Objective of providing students equitable access to academic, social-emotional, and post-secondary support. By equipping counselors with the necessary tools, we ensure timely interventions, improved efficiency, and stronger student outcomes.

Strategic Lever:
I WHOLE CHILD DEVELOPMENT - El Paso ISD schools foster learning environments for the whole child to thrive.

CIP Objective/Goal: 1.3.1 Increase counselor interaction. Promote the skills needed to be academically successful.

CIT Acknowledgement/Approval: 08/27/25

APPROVED BY: Mark Paz (Appropriate Deputy/Assistant Superintendent) 08/20/25 (Date)

BUDGET & EXTERNAL
FINANCIAL MANAGEMENT
EL PASO ISD
it starts

FOR OFFICE USE ONLY
Reviewed by: KR
Date: 09.22.2025

DEPARTMENT BUDGET AMENDMENT REQUEST

TO: Maria D. Alonso, Comptroller MDA
FROM: Phillip Barraza 831 Fine Arts
DATE: 09/05/25 4:22 PM
SUBJECT: Budget Amendment Request for Fund 199

Pursuant to Board Policy CE (LOCAL) – Annual Operating Budget, the Board of Trustees, shall amend the budget when a change is made, increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

I am requesting a transfer of funds between functions. I understand that this request will require approval by the Board of Trustees based on Board Policy CE (LOCAL).

Amount	From Account	To Account
$800.00	199.11.6399.831.11.096.831	199.12.6121.831.11.000.831
$12.00	199.11.6399.831.11.096.831	199.12.6141.831.11.000.831
$6.00	199.11.6399.831.11.096.831	199.12.6148.831.11.000.831
$16.00	199.11.6399.831.11.096.831	199.12.6149.831.11.000.831
$1,500.00	199.11.6399.831.11.096.831	199.36.6299.831.99.096.831
$1,000.00	199.11.6399.831.11.096.831	199.36.6499.831.99.093.831

Summary or Program
Funds were allocated to general supplies to provide supplemental funding to high school and middle school dance programs that received dance uniforms. After funds were distributed to eligible campuses, the remaining balances can now be repurposed.

Justification (Reason for request, consequences of non-approval, etc.)
Funds will be utilized to cover overtime and fringe benefits for the instrument Repairmen and Senior Clerk who work Fine Arts events after normal work hours and on the weekend. Additionally, funds will cover the cost of adjudicators for the EPISD Border Dance Competition, as well as catering services for judges at various events (One Act Play contests, HS/MS Choir Evaluations and the EPISD Border Dance Competition). If not approved, overtime may not be available for crucial purposes/events and funds will not be sufficient for adjudicators and to provide hospitality to volunteer judges at events.

Strategic Lever:
I WHOLE CHILD DEVELOPMENT - El Paso ISD schools foster learning environments for the whole child to thrive.

DIP Objective/Goal: .

DIT Acknowledgement/Approval:
APPROVED BY: Sheffield, Vince (Appropriate Chief/Executive Director) 09/09/25 (Date)

BUDGET & EXTERNAL FINANCIAL MANAGEMENT
EL PASO ISD
it starts with us

FOR OFFICE USE ONLY
Reviewed by: JLG
Date: 09/24/25

CAMPUS BUDGET AMENDMENT REQUEST

TO: Maria D. Alonso, Comptroller MDA
FROM: Alonzo Barraza 121 Hillside Elementary
DATE: 09/05/25 10:14 AM
SUBJECT: Budget Amendment Request for Fund 199

Pursuant to Board Policy CE (LOCAL) – Annual Operating Budget, the Board of Trustees, shall amend the budget when a change is made, increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

I am requesting a transfer of funds between functions. I understand that this request will require approval by the Board of Trustees based on Board Policy CE (LOCAL).

Amount	From Account	To Account
$100.00	199.11.6499.121.11.100.121	199.13.6499.121.23.100.121

Summary or Program
Funds were allocated for the purchase of miscellaneous operating costs for student activities, such as field trips and whole-group projects (Function 11). Funds will be utilized for teacher professional development, specifically the ESC Region 19 Annual Border Conference "Legal Updates in Special Education," where teachers will have the opportunity to gain the most current legal information with respect to students served in Special Education. This information supports the district in staying compliant with the law. (Function 13).

Justification (Reason for request, consequences of non-approval, etc.)
Funds will be utilized to purchase the attendance registration fee.

Strategic Lever:
II ACADEMIC EXCELLENCE - El Paso ISD empowers all learners to excel in current and future pursuits.

CIP Objective/Goal: 2.1.3 Hillside ES will ensure that all teachers and staff assigned to the campus are highly qualified and certified in the areas that they are teaching, and will offer opportunities for professional development from campus, district, and third-party vendors.

CIT Acknowledgement/Approval: 08/25/25

APPROVED BY: Casillas, Michelle 09/09/25
(Appropriate Deputy/Assistant Superintendent) (Date)

BUDGET & EXTERNAL FINANCIAL MANAGEMENT
EL PASO ISD
it starts

FOR OFFICE USE ONLY
Reviewed by: MDA
Date: 9/22/2025

CAMPUS BUDGET AMENDMENT REQUEST

TO: Maria D. Alonso, Comptroller MDA
FROM: Martha Martinez 170 Dr. Josefina Villamil Tinajero PK-8
DATE: 09/09/25 8:56 AM
SUBJECT: Budget Amendment Request for Fund 185

Pursuant to Board Policy CE (LOCAL) – Annual Operating Budget, the Board of Trustees, shall amend the budget when a change is made, increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

I am requesting a transfer of funds between functions. I understand that this request will require approval by the Board of Trustees based on Board Policy CE (LOCAL).

Amount	From Account	To Account
$4,000.00	185.13.6411.170.30.000.170	185.11.6399.170.30.000.170

Summary or Program
The goal of the State Compensatory Education (SCE) program is to provide funding to reduce disparity in assessment instruments or disparity in the rates of high school completion between educationally disadvantaged students, at-risk students, and all other students. The SCE program aims to increase academic achievement and reduce the dropout rate for these students by providing compensatory programs and services.

Justification:
In accordance with District guidance and to ensure alignment with the purpose of State Compensatory Education funds, Dr. Villamil Tinajero PK-8 will reallocate resources to provide critical instructional materials, supplies, and additional resources that directly benefit at-risk students. This shift will help maximize instructional effectiveness and ensure all students have the tools necessary to succeed in the classroom.

Strategic Lever:
II ACADEMIC EXCELLENCE - El Paso ISD empowers all learners to excel in current and future pursuits.

CIP Objective/Goal: From CIP 2.8.1 To CIP 2.10.3

By June 2026, Dr. Josefina Villamil Tinajero PK-8 will foster equitable access to opportunities by eliminating barriers for all students by developing and implementing Comprehensive Equity designed to address system equity disparities based on the result of an equity audit.

CIT Acknowledgement/Approval: 9/5/2025

APPROVED BY: Casillas, Michelle (Appropriate Deputy/Assistant Superintendent) 09/09/25 (Date)

BUDGET & EXTERNAL
FINANCIAL MANAGEMENT

EL PASO ISD
it starts

FOR OFFICE USE ONLY

Reviewed by: MR

Date: 09.23.2025

CAMPUS BUDGET AMENDMENT REQUEST

TO: Maria D. Alonso, Comptroller MDA
FROM: Martha Martinez 170 Dr. Josefina Villamil Tinajero PK-8
DATE: 09/09/25 1:12 PM
SUBJECT: Budget Amendment Request for Fund 199

Pursuant to Board Policy CE (LOCAL) – Annual Operating Budget, the Board of Trustees, shall amend the budget when a change is made, increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

I am requesting a transfer of funds between functions. I understand that this request will require approval by the Board of Trustees based on Board Policy CE (LOCAL).

Amount	From Account	To Account
$902.00	199.23.6395.170.99.100.170	199.31.6395.170.99.100.170

Summary or Program
Funds need to be transferred to purchase a desktop for a middle school counselor.

Justification (Reason for request, consequences of non-approval, etc.)
Funds are not needed for Technology for administration or clerical staff and are needed to purchase a desktop for a middle school counselor. The Counselor is currently working solely on a laptop. A desktop is needed to ensure that the Counselor can view and manage student schedules efficiently and serve their needs in a timely and effective manner.

Strategic Lever:
II ACADEMIC EXCELLENCE - El Paso ISD empowers all learners to excel in current and future pursuits.

CIP Objective/Goal: 2.3.2 to 2.10.3

CIT Acknowledgement/Approval:

APPROVED BY: Casillas, Michelle (Appropriate Deputy/Assistant Superintendent) 09/09/25 (Date)

BUDGET & EXTERNAL
FINANCIAL MANAGEMENT
EL PASO ISD
it starts with us

FOR OFFICE USE ONLY

Reviewed by: WM

Date: 9/22/2025

CAMPUS BUDGET AMENDMENT REQUEST

TO: Maria D. Alonso, Comptroller YMDA
FROM: Rodolfo Diaz 052 Wiggs Middle School
DATE: 09/09/25 11:21 AM
SUBJECT: Budget Amendment Request for Fund 185

Pursuant to Board Policy CE (LOCAL) – Annual Operating Budget, the Board of Trustees, shall amend the budget when a change is made, increasing any one of the functional spending categories or increasing revenue object accounts and other resources.

I am requesting a transfer of funds between functions. I understand that this request will require approval by the Board of Trustees based on Board Policy CE (LOCAL).

Amount	From Account	To Account
$2,450.00	185.23.6411.052.30.000.052	185.11.6399.052.30.000.052
$8,250.00	185.13.6411.052.30.000.052	185.11.6399.052.30.000.052

Summary or Program
The goal of the State Compensatory Education (SCE) program is to provide funding to reduce disparity in assessment instruments or disparity in the rates of high school completion between educationally disadvantaged students, at-risk students, and all other students. The SCE program aims to increase academic achievement and reduce the dropout rate for these students by providing compensatory programs and services.

Justification:
In accordance with District guidance and to ensure alignment with the purpose of State Compensatory Education funds, Wiggs Middle School will reallocate resources to provide critical instructional materials, supplies, and additional resources that directly benefit at-risk students. This shift will help maximize instructional effectiveness and ensure all students have the tools necessary to succeed in the classroom.

Strategic Lever:
II ACADEMIC EXCELLENCE - El Paso ISD empowers all learners to excel in current and future pursuits.

CIP Objective/Goal: From CIP 2.3.2 To CIP 2.3.3
By June 2026, Wiggs Middle School will increase student achievement outcomes as measured by an increase in Domain 1 Student Achievement STAAR results from 45% to 57%.

CIT Acknowledgement/Approval: 08/13/25

APPROVED BY _____ 09/09/25
(Appropriate Deputy/Assistant Superintendent) (Date)

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025

  C.
  APPROVAL OF GRANT AWARDS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Statement of Grant Award and Grant Agreement for the Texas Office of the Governor's Rifle-Resistant Body Armor Grant Program (Texas Office of the Governor, Criminal Justice Division - $35,000.00)

JUSTIFICATION STATEMENT:
To improve school safety by equipping District police officers with appropriate body armor

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Daniel Vasquez, Marivel Macias, and Manuel Chavira

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
El Paso Independent School District has been awarded the Rifle-Resistant Body Armor Grant from the Texas Office of the Governor's Criminal Justice Division. The awarded amount of $35,000.00 will be used from October 1, 2025, to September 30, 2026. The program provides funding to equip law enforcement officers at risk of shootings with rifle-resistant body armor. With the new body armor, El Paso ISD Police Services will be better equipped to respond to firearm-involved emergencies if and when they arise.

The Grantee Standard Conditions and Responsibilities associated with the grant agreement contain an indemnification clause in Section 1.16. Adhering to EPISD's Purchasing and Acquisition Board Policy CH (Local), EPISD employees, departments, and/or campuses must receive Board approval before entering into an indemnification contract.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board accept the Statement of Grant Award and Grant Agreement for the Rifle-Resistant Body Armor Grant Program, from the Texas Office of the Governor, Criminal Justice Division, with the understanding that the grant award agreement includes a hold harmless clause that is limited to the extent permitted by law.

FUNDING SOURCE: Office of the Governor **ACCOUNT NO.:**

FISCAL IMPACT AND COST:
$35,000.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

El Paso ISD will not receive funds to upgrade Police Officers' body armor.

IMPLEMENTATION TIMELINE:

October 1, 2025 – September 30, 2026

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

Rifle Resistant Body Armor SOGA.pdf
Rifle Resistant Body Armor Application 4.15.25.pdf

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5521801	**Award Amount:**	$35,000.00
Date Awarded:	9/3/2025	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2025 - 09/30/2026	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2026	**Grantee GPI:**	$0.00
Program Fund:	BG-Rifle-Resistant Body Armor Grant Program (BAGP)	**Total Project Cost:**	$35,000.00
Grantee Name:	El Paso ISD		
Project Title:	El Paso ISD Police Body Armor		
Grant Manager:	Alyssa Hernandez		
Unique Entity Identifier (UEI):	EXJUVUD5A4Q9		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2026-BG-ST-0025
Total Federal Award/State Funds Appropriated:	$10,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	To equip law enforcement officers at risk of shootings with rifle-resistant body armor.

Snapshot Description: Application - Preliminary Review Responses Submitted by Applicant
Created: 4/15/2025 10:25:48 AM

Agency Name: El Paso ISD
Grant/App: 5521801 **Start Date:** 10/1/2025 **End Date:** 9/30/2026

Project Title: El Paso ISD Police Body Armor
Status: Pending OOG Review

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007697002

Application Eligibility Certify:
Created on:2/12/2025 12:32:14 PM By:Katherine Stone

Profile Information

Applicant Agency Name: El Paso ISD
Project Title: El Paso ISD Police Body Armor
Division or Unit to Administer the Project: Police Services
Address Line 1: 1014 N Stanton St.
Address Line 2:
City/State/Zip: El Paso Texas 79902-4109
Start Date: 10/1/2025
End Date: 9/30/2026

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: El Paso

Grant Officials:
Authorized Official
Name: Daniel Vasquez
Email: dfvasque@episd.org
Address 1: 6531 Boeing Dr.
Address 1: 6531 Boeing Dr.
City: El Paso, Texas 79925
Phone: 915-230-2348 Other Phone:
Fax:
Title: Mr.
Salutation: Mr.
Position: Fund Development and Partnership Specialist

Financial Official
Name: Maria Pineda
Email: mdpineda@episd.org
Address 1: 6531 Boeing Dr.
Address 1:
City: El Paso, Texas 79925
Phone: 915-230-2145 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Executive Director Financial Services

Project Director

Name: Katherine Stone
Email: klstone@episd.org
Address 1: 1014 N Stanton
Address 1:
City: El Paso, Texas 79902
Phone: 915-230-2551 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Grant Writer

Grant Writer
Name: Katherine Stone
Email: klstone@episd.org
Address 1: 1014 N Stanton
Address 1:
City: El Paso, Texas 79902
Phone: 915-230-2551 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Grant Writer

Grant Vendor Information

Organization Type: Independent School District (ISD)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007697002
Unique Entity Identifier (UEI): EXJUVUD5A4Q9

Narrative Information

Introduction

The Rifle-Resistant Body Armor Grant Program supports equipping law enforcement officers at risk of shootings with rifle-resistant body armor.

Program-Specific Questions

Applicants must enter the number of officers currently employed by the agency.

Peace Officers - all peace officers currently employed by the agency

Current total number of officers:

35
Reserve Officers - all other reserve officers

Current total number of officers:

0
Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Required Agency Policies
Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the usage of vests or plates by its officers. PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See "A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers" for more information.

NIJ Body Armor Standards
Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

Personally Fitted Vest Requirement
Applicant assures that all body armor vests purchased with grant funds will be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:
1. Correctly-sized panels and carrier, determined through appropriate measurement; and
2. Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) available at no cost. The Personal Armor Fit Assessment checklist, is excerpted from ASTM E3003.

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

El Paso Independent School District (El Paso ISD) plans to purchase new rifle-resistant body armor for all 35 of its current active officers.

Problem Statement :

El Paso ISD's Police Services department's NIJ Level III/IV (rifle-resistant) body armor is reaching the end of its useful life. While most officers regularly wear lower-level body armor, having more protective armor available can be critical for keeping officers safe while responding to emergency situations involving active shooters. The department needs to not only replace expiring armor but supplement its current stock to meet the present staffing levels.

Supporting Data :

El Paso ISD's Police Services department currently employs 35 active officers, all of whom need to be adequately equipped with ballistic vests. The department's existing vests are due to expire in the next year or two and will need to be replaced to ensure optimal performance. $3,940,319 of the Police Services department's $4,137,619 budget for FY2025 (95%) is dedicated to payroll costs, leaving inadequate funds for new supplies.

Project Approach & Activities:

El Paso ISD will purchase 35 rifle-resistant vests to outfit its police force. The body armor will be compliant with the National Institute of Justice (NIJ) standards (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) armor. The new vests should have a useful life of at least five years.

Capacity & Capabilities:
El Paso ISD has bought bullet-resistant body armor in the past and thus is familiar with potential vendors and the procurement process that such a purchase will entail. Collaboration between Police Services and the district's Procurement department will be key to facilitating the purchase.

Performance Management :

El Paso ISD plans to purchase the new vests immediately using the district's established procurement processes. Progress will be assessed using existing grant monitoring procedures established by El Paso ISD's Fund Development department to ensure timely spending. The district will ensure that adequate supplies are purchased to equip all 35 active officers.

Target Group :

While the direct beneficiaries of these grant funds will be the frontline officers of El Paso ISD Police Services, the purchase of new supplies will help the department serve the 50,000 students and 8,000 employees of El Paso ISD as well as the 660,000 citizens who live within the 250 square miles of the district's boundaries. Because of the wide area covered by the department, El Paso ISD Police officers are often first responders for non-school related incidents such as mass shootings and other emergencies as part of interlocal operations.

Evidence-Based Practices:

"A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers" (Taylor et al., 2012) provides guidance regarding the inspection, storage, and replacement of body armor. This document advises maintaining body armor based upon the manufacturer's recommendations, which includes following the expiration dates provided for the equipment, in order to ensure that the body armor is maximally effective.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	Purchase new rifle-resistant body armor to equip active officers

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/Operators equipped	35
Equipment or technology: Organizations directly using	1
Number of bullet resistant plates purchased with grant funds	70
Number of bullet resistant vests purchased with grant funds.	35
Number of plate carriers purchased with grant funds	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

7/1/2025
Enter the End Date [mm/dd/yyyy]:

6/30/2026
Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:

189977745
Enter the amount (in Whole Dollars $) of State Grant Funds expended:

40686310
Single Audit

Applicants who expend less than $1,000,000 in federal grant funding or less than $1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $1,000,000 or more, or state grant funding of $1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

11/7/2024
Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Bulletproof Vest ($5,000 or less per unit)	El Paso ISD plans to buy vests for all 35 officers in its Police Services department. The vests are manufactured by Victory Tactical Gear and are compliant with NIJ Level IV standards. The estimated cost of $1,000 per package (vest with plates) x 35 officers = $35,000.	$35,000.00	$0.00	$0.00	$0.00	$35,000.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Supplies and Direct Operating Expenses	$35,000.00	$0.00	$0.00	$0.00	$35,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$35,000.00	$0.00	$0.00	$0.00	$35,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Compliance with State and Federal Laws, Programs and Procedures: Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible grantees/applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code. Each local unit of government and institution of higher education that operates a law enforcement agency must download, complete and then return the **2026 CEO/Law Enforcement Certifications and Assurances Form** certifying compliance with federal and state immigration enforcement requirements.	4/2/2025 12:21:39 PM		Yes	No
Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The resolution must contain the following: • Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for	4/2/2025 12:22:16 PM		Yes	No

which funding is requested; • A commitment to provide all applicable matching funds; • A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and • A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG. **** Please provide a signed and approved copy of the form. ****				

You are logged in as **User Name**: episdgrants20

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025

  C.
  APPROVAL OF GRANT AWARDS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Acceptance of 2025-2026 Texas Education of Homeless Children and Youth (TEHCY) Continuation Grant (Texas Education Agency - $82,274.00)

JUSTIFICATION STATEMENT:
To provide educational activities, services, and supplies for El Paso ISD's homeless student population

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Daniel Vasquez, Fund Development and Education Foundation Officer; Olivia Narvaez, Social Worker McKinney Vento; Al Garcia, Chief Academics Officer

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever I: Whole Child Development - El Paso ISD schools foster learning environments for the whole child to thrive.

SUMMARY:
The El Paso Independent School District (El Paso ISD) was awarded the 2025-2026 Texas Education of Homeless Children and Youth (TEHCY) Continuation sub-grant from the United States Department of Education (USDOE) through the Texas Education Agency (TEA). El Paso ISD was awarded the amount of $82,274.00, which will be used from September 1, 2025, through August 31, 2026.

TEHCY funds will continue to be used to provide services to homeless student populations and cover the following expenses: 1) student transportation to attend a summit on post-secondary option (college tours); 2) bus tokens/passes; 3) Homeless Management Information System (HMIS) license; 4) professional development; and 5) general supplies and materials.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board of Trustees accept the Texas Education of Homeless Children and Youth Continuation Grant, in the amount of $82,274.00, from the U.S. Department of Education, through the Texas Education Agency, from September 1, 2025, through August 31, 2026.

FUNDING SOURCE: TEA via U.S. Department of Education **ACCOUNT NO.:**

FISCAL IMPACT AND COST:
$82,274.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

El Paso ISD will not maintain the financial resources needed to serve homeless students.

IMPLEMENTATION TIMELINE:
09/01/2025 – 08/31/2026

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
NOGA for 2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation.pdf
TEHCY Continuation Application.pdf

Texas Education Agency

Application ID: 003819027323

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
County District: 071902
Campus/Site: N/A
ESC Region: 19
SAS #: TEHCAA26
Vendor ID: 1746000769
School Year: 2025-2026

Notice of Grant Award

Application Submit Date: 8/25/2025
Amendment Number: 00

NOGA ID / Reimbursement ID	Name of Grant Program	FAR Fund Code	FAR Rev Code	Fed Awd # CFDA #	Federal Aid Agency	TEA USE Only	Begin Date	End Date	Increase (Decrease)	Amount
26460005071902	2025-2026 TEHCY CONTINUATION	206	5929	S196A250045 84.196A	USDE	46002605	9/1/2025	8/31/2026	$0.00	$82,274.00

Application and any amendment thereto identified above, Received Date/Document Control Number/Application ID 003819027323 , as revised or negotiated by the Texas Education Agency (TEA) hereby incorporated by reference and, therefore, made a part of this grant award. Also incorporated by reference into this grant award are the Provisions and Assurances contained in the incorporated application, the Request for Application (if applicable), the instructions to completing the Standard Application System (SAS), any guidelines which accompany the applications, including program and fiscal guidelines, and any and all attachments or appendices submitted by the applicant or included by TEA. This grant is made contingent upon the availability of funds from the funding entity to the Texas Education Agency for distribution to the subgrantee named above. If funding is not received, TEA assumes no liability for costs incurred by the grant recipient.

Offer Accepted by Grantee	Approval ID of the Commissioner of Education or Designee Texas Education Agency	Date
The digital signature of the applicant's authorized officer contained on the applicant's application referred to above, is hereby incorporated by reference and made a part of this grant/award contract		9/23/2025

Texas Education Agency
Supplement to Notice of Grant Award (NOGA)

1	**Subrecipient Name** EL PASO ISD P O BOX 20100 EL PASO, TX 79998	2	**Subrecipient Unique Entity Identifier** UEI (SAM): EXJUVUD5A4Q9 CDN: 071902

3	**Subrecipient Information**	
	Grant name:	2025-2026 TEHCY CONTINUATION
	Subaward period of performance start and end date:	See NOGA certificate
	Amount of federal funds obligated by this action:	See NOGA certificate
	Total amount of federal funds awarded:	See NOGA certificate
	Indirect cost rate:	4.193%
	De minimis indirect cost rate:	Not applicable
	Research and development grant:	Not applicable

4 Subrecipient Terms and Conditions

(1) New EDGAR including 2 C.F.R. Part 200 applies
(2) Grant program requirements
- (a) Incorporated by reference in General and Fiscal Guidelines
- (b) Incorporated by reference in Program Guidelines
- (c) Incorporated by reference in General Provisions and Assurances
- (d) Incorporated by reference in Program-Specific Provisions and Assurances (if applicable)

(3) Additional requirements
Incorporated by reference in the To The Administrator Addressed correspondence sent to grantee as applicable
(4) Access to subrecipient records
Per 2 CFR §200.331, the subrecipient must permit TEA as the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for TEA to meet the requirements of this section.
(5) Closeout of subaward
- (a) Incorporated by reference in General and Fiscal Guidelines
- (a) Incorporated by reference in NOGA transmittal letter

5	**Name of Pass-Through Entity** Texas Education Agency	6	**Contact Information for TEA Awarding Official** See NOGA certificate

7	**Federal Award Information**	
	Federal awarding agency:	USDE
	Federal award identification number:	See NOGA certificate
	CFDA number:	See NOGA certificate
	CFDA name:	Education for Homeless Children and Youth
	Federal award date:	July 1, 2025
	Total amount of federal award:	$12,529,560

8 Federal Award Project Description
Incorporated by reference in program guidelines

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

SAS#: TEHCAA26

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

General Information
GS2000 - Certify and Submit

Due: 08/25/2025 11:59 PM
Application Status: Draft

Amendment #: 00
Version #: 01

Description	Required	Status	Last Update
General Information			
GS2100 - Applicant Information	*	Complete	08/21/2025 02:35 PM
Program Description			
PS3014 - Program Narrative	*	Complete	08/21/2025 02:52 PM
PS3400 - Equitable Access and Participation	*	Complete	08/21/2025 02:53 PM
Program Budget			
BS6001 - Program Budget Summary and Support	*	Complete	08/21/2025 02:55 PM
BS6101 - Payroll Costs	*	Complete	08/21/2025 02:56 PM
BS6201 - Professional and Contracted Services	*	Complete	08/21/2025 02:57 PM
BS6401 - Other Operating Costs	*	Complete	08/21/2025 02:59 PM
BS6501 - Debt Services	*	Complete	08/21/2025 03:01 PM
BS6601 - Capital Outlay	*	Complete	08/21/2025 03:01 PM
Provisions Assurances and Certifications			
CS7000 - Provisions, Assurances and Certifications	*	Complete	08/21/2025 03:01 PM

Certification and Incorporation Statement

I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the organization named above has authorized me as its representative to obligate this organization in a legally binding contractual agreement. I further certify that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations; application guidelines and instructions; the general provisions and assurances, debarment and suspension certification, lobbying certification requirements, special provisions and assurances, and the schedules submitted. It is understood by the applicant that this application constitutes an offer and, if accepted by the Texas Education Agency or renegotiated to acceptance, will form a binding agreement.

Authorized Official

Select Contact: Select One ▼ **or** Add New Contact

First Name:	Initial:	Last Name:	Title:
Phone:	Ext:	E-Mail:	

Submitter Information

First Name:	Last Name:
Approval ID:	Submit Date and Time:

eGrants
TEXAS EDUCATION AGENCY

SAS#: TEHCAA26

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

General Information
GS2100 - Applicant Information

Part 1: Organization Information

A. Applicant
Organization Name: EL PASO ISD
Mailing Address Line 1: P O BOX 20100
Mailing Address Line 2:
City: EL PASO State: TX Zip Code: 79998

B. Unique Entity Identifier (SAM)
UEI (SAM): EXJUVUD5A4Q9

Part 2: Applicant Contacts

A. Primary Contact	Select Contact: Select One or Add New Contact	
First Name: Martha	Initial: I	Last Name: Aguirre
Title: Interim Superintendent and CFO		
Telephone: 915-276-2572	Ext.:	E-Mail: miaguir1@episd.org

B. Secondary Contact	Select Contact: Select One or Add New Contact	
First Name: Daniel	Initial: F	Last Name: Vasquez
Title: Fund Development & Ed.Foundation Officer		
Telephone: 915-230-2348	Ext.:	E-Mail: dfvasque@episd.org

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

SAS#: TEHCAA26

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Description
PS3014 - Program Narrative

The purpose of the 2025-2026 Texas Education for Homeless Children and Youth (TEHCY) Continuation Grant is to ensure that homeless children and unaccompanied youth have equal access to the same free, appropriate public education, including public prekindergarten programs, as provided to other children and youth.

A. Shared Services Arrangements

1. The subgrantee provides assurance that the SSA has no changes with the participating LEAs that are a part of their TEHCY ESC SSA Member chart from 2024-25 TEHCY Competitive Grant application.

   Yes

2. The subgrantee provides that the SSA has changes with the participating LEAs that are a part of their TEHCY ESC SSA Member chart from 2024-25 TEHCY Competitive Grant application. Please provide the updated TEHCY ESC SSA Member chart with changes for 2025-26.

   No

3. Enter the direct web link to the LEA's webpage where the required SSA information is posted.

   N/A

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

SAS#: TEHCAA26

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Description
PS3014 - Program Narrative

B. Planned Activities for 2025-2026 TEHCY Continuation Grant

The grantee will briefly describe the three quantifiable needs for your 2025-2026 TEHCY continuation grant in this section.

1. The subgrantee will continue to address up to three quantifiable needs, as identified in their 2024-2025 competitive grant application needs assessment, using these program funds.

Yes

2. Updates are needed to the quantifiable needs for the 2025-2026 Continuation application.

No

3. If subgrantee indicated 'yes' for B2, the subgrantee will list updated quantifiable needs for the 2025-2026 TEHCY Continuation grant.

N/A

4. If subgrantee indicated 'yes' for B2, the subgrantee will list updated quantifiable needs for the 2025-2026 TEHCY Continuation grant.

N/A

5. If subgrantee indicated 'yes' for B2, the subgrantee will list updated quantifiable needs for the 2025-2026 TEHCY Continuation grant.

N/A

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

SAS#: TEHCAA26

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Description
PS3014 - Program Narrative

C. SMART Goal

The subgrantee will continue to pursue the summative SMART goal identified for this program (a goal that is Specific, Measurable, Achievable, Relevant, and Timely), either related to student outcome or consistent with the purpose of the grant.

1. SMART goal is the same as in 2024-25 TEHCY Competitive Application.

No

2. Updates are needed to the SMART goal for the 2025-2026 Continuation application.

Yes

3. If the subgrantee indicated 'yes' for C2, provide the updated 2025-2026 SMART Goal.

By 2027, El Paso ISD will have expanded and improved access to services for the district's homeless students through awareness training, which will result in a 2% increase in identification of homeless students. Through the continuum of care for the district's homeless students, student engagement will increase and will result in a 1% increase in student academic achievement and increase graduation rate by 2%.

D. Measurable Progress

The subgrantee will continue to identify, monitor, and track benchmarks to measure progress toward meeting the process and implementation goals defined for the grant.

1. The subgrantee will continue to use the identified benchmarks at the end of each grant quarter to assess progress.

Yes

2. The subgrantee needs to update benchmarks from the 2024-25 Competitive Grant.

Yes

3. If the subgrantee indicated 'yes' for D2, enter updated benchmarks.

Move "Distribute notification of rights brochures and TEA posters to campus liaisons and community partners to promote identification and inform parents and youth" from third quarter to first quarter benchmarks.

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

SAS#: TEHCAA26

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Description
PS3014 - Program Narrative

E. Project Evaluation and Modification

The subgrantee will continue to use project evaluation data to determine when and how to modify their program.

1. The subgrantee will continue to use evaluation data to modify their program for sustainability if benchmarks or summative SMART goals do not show progress.

No

2. Updated Program Description. Subgrantee will list updated program description for the 2025-2026 TEHCY Continuation grant.

N/A

F. Performance Measures

Subgrantee will enter data as requested. Please include any reports, surveys, and any other data indicators used to evaluate the program.

1. Briefly describe the data collected from the 2024-25 school year.

End of nine weeks grades, attendance, discipline reports, state standardized test scores, end of course exam results, promotion rates, graduation rates, and annual check-ins for seniors regarding post-graduation plans

2. Number of identified homeless children and unaccompanied youth.

826

3. Number of identified unaccompanied homeless students in your LEA.

128

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

SAS#: TEHCAA26

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Description
PS3014 - Program Narrative

G. Statutory Requirement #1 TEHCY Grant Activities

Describe the grant activities, programs, and services that will be provided to address the uniquely identified needs of students experiencing homelessness. Indicate which quantifiable identified needs these grant funds will address.

The information should align with your SMART Goal you have identified for this application and related to student outcomes consistent with the grant's purpose.

Include the following information for each activity:

- Activity Description and Targeted Student Outcomes
- Estimated # of Participants
- Position Responsible for Completing Activity
- Related Identified Need
- Budget Allocation

1. Activity #1

Activity Description and Targeted Student Outcomes: College Tour (out of town) for identified McKinney-Vento students to increase postsecondary interest.

Estimated # of Participants: 9

Position Responsible for Completing Activity: Homeless Liaison, Graduation Coaches, CCMR Advisor

Related Identified Need: 2

Budget Allocation: $19,000

2. Activity #2

Activity Description and Targeted Student Outcomes: Districtwide Agency Fair for counselors, Graduation Coaches, and other departments to increase awareness of resources and services available to McKinney-Vento students.

Estimated # of Participants: 50

Position Responsible for Completing Activity: Homeless Liaison, Lead FCF Intervention Specialist

Related Identified Need: 1, 3

Budget Allocation: $50

3. Activity #3

Activity Description and Targeted Student Outcomes: Collaboration with the El Paso Coalition for the Homeless through access to the Homeless Management Information System (HMIS).

Estimated # of Participants: 50

Position Responsible for Completing Activity: Homeless Liaison

Related Identified Need: 1, 2, 3

Budget Allocation: $900

4. Activity #4

Activity Description and Targeted Student Outcomes: Bus passes/tokens for school of origin transportation to increase attendance for McKinney-Vento students.

Estimated # of Participants: 30

Position Responsible for Completing Activity: Homeless Liaison, Graduation Coaches, Counselors

Related Identified Need: 3

Budget Allocation: $9,000

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

SAS#: TEHCAA26

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Description
PS3014 - Program Narrative

5. Activity #5

Activity Description and Targeted Student Outcomes: Postsecondary field trips (local) for identified McKinney-Vento students to increase postsecondary interest.

Estimated # of Participants: 24

Position Responsible for Completing Activity: Homeless Liaison, Graduation Coaches

Related Identified Need: 2

Budget Allocation: $2,500

6. Activity #6

Activity Description and Targeted Student Outcomes: Professional Dev. for HL, Supplemental Support Counselor, and campus liaisons to include the NAEHCY conference, state and local trainings and conferences relating to rights and services for McKinney-Vento students.

Estimated # of Participants: 13

Position Responsible for Completing Activity: Homeless Liaison, Supplemental Support Counselor, Graduation Coaches/campus Homeless Liaisons

Related Identified Need: 1, 2, 3

Budget Allocation: $33,000

7. Activity #7

Activity Description and Targeted Student Outcomes: Purchase informational materials to increase awareness of resources and services available to unaccompanied youth and parents of McKinney-Vento students.

Estimated # of Participants: 250

Position Responsible for Completing Activity: Homeless Liaison, Graduation Coaches/campus Homeless Liaisons

Related Identified Need: 1, 2, 3

Budget Allocation: $1,514

8. Activity #8

Activity Description and Targeted Student Outcomes: Purchase reading materials for McKinney-Vento students to enhance skills learned on field trips and to provide college readiness.

Estimated # of Participants: 25

Position Responsible for Completing Activity: Homeless Liaison, Graduation Coaches

Related Identified Need: 2, 3

Budget Allocation: $5,000

9. Activity #9

N/A

10. Activity #10

N/A

Schedule Status: Complete | Discretionary Non-Competitive | Application ID:00381902732300001

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

SAS#: TEHCAA26

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Description
PS3014 - Program Narrative

Schedule Status: Complete | Discretionary Non-Competitive | Application ID:0038190273230001

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

SAS#: TEHCAA26

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Description
PS3400 - Equitable Access and Participation

Part 1: Equitable Access and Participation

Help

Indicate below whether any barriers exist to equitable access and participation for any groups that receive services funded by this grant.

- (●) The applicant assures that no barriers exist to equitable access and participation for any groups receiving services funded by any grant within this application.
- ( ) Barriers exist to equitable access and participation for the following groups receiving services funded by any grant within this application, as described below.

Barriers

Group	Description
1. Select One ▼	

Add Line | Remove Line

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

SAS#: TEHCAA26

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Budget
BS6001 - Program Budget Summary and Support

Statutory Authority: McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX, Part A,(ESSA) (42 U.S.C. 11431 et seq.)

Part 1: Available Funding

Available Funding	
Description	**2025-2026 TEHCY-Continuation**
1. Fund/SSA Code	206
2. Planning Amount	
3. Final Amount	$82,274
4. Carryover	
5. Reallocation	
Total Funds Available	$82,274

Part 2: Budget Summary

A. Budgeted Costs		
Description	**Class/ Object Code**	**2025-2026 TEHCY-Continuation**
1. Consolidated Administrative Funds		○ Yes ○ No
2. Payroll Costs	6100	
3. Professional and Contracted Services	6200	$900
4. Supplies and Material	6300	$14,564
5. Other Operating Costs	6400	$63,500
6. Debt Services	6500	
7. Capital Outlay	6600	
8. Operating Transfers Out	8911	
Total Direct Costs		$78,964
9. Indirect Costs		$3,310
Total Budgeted Costs		$82,274
Total Funds Available Minus Total Costs		$0
10. Payments to Member Districts of SSA	6493	

eGrants
TEXAS EDUCATION AGENCY

SAS#: TEHCAA26

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Budget
BS6001 - Program Budget Summary and Support

B. Pre-Award Costs

Description	Class/ Object Code	2025-2026 TEHCY-Continuation
1. Payroll Costs	6100	
2. Professional and Contracted Services	6200	
3. Supplies and Material	6300	
4. Other Operating Costs	6400	
5. Debt Services	6500	
6. Capital Outlay	6600	
7. Operating Transfers Out	8911	
Total Direct Costs		
8. Indirect Costs		
Total Pre-Award Costs		

C. Breakout of Direct Admin Costs

Enter amounts in Direct Admin Costs fields if applicable.

Description	Class/ Object Code	2025-2026 TEHCY-Continuation		
		Program Costs	Direct Admin Costs	Total Costs
1. Payroll Costs	6100			
2. Professional and Contracted Services	6200	$900		$900
3. Supplies and Material	6300	$14,564		$14,564
4. Other Operating Costs	6400	$63,500		$63,500
5. Debt Services	6500			
6. Capital Outlay	6600			
7. Operating Transfers Out	8911			
Total		$78,964		$78,964

eGrants
TEXAS EDUCATION AGENCY

SAS#: TEHCAA26

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Budget
BS6101 - Payroll Costs

Part 1: Total Payroll Costs

Payroll costs entered on BS6001	
Total Payroll Costs	2025-2026 TEHCY-Continuation

Part 2: Number and Type of Positions

A. Administrative Support or Clerical Staff	
Position Type	2025-2026 TEHCY-Continuation
1. Administrative support or clerical staff (integral to program)	

B. LEA Positions	
Position Type	2025-2026 TEHCY-Continuation
1. Professional staff	☐
2. Paraprofessionals	☐
3. Administrative support or clerical staff (paid by LEA indirect cost)	☐

C. Campus Positions	
Position Type	2025-2026 TEHCY-Continuation
1. Professional staff	☐
2. Paraprofessionals	☐
3. Administrative support or clerical staff (paid by LEA indirect cost)	☐

Part 3: Substitute, Extra-Duty, Benefits

Substitute, Extra-Duty, Benefits	
1. For schoolwide personnel (includes staff salary, extra-duty pay/beyond normal hours, and substitutes for staff positions at schoolwide campuses)	☐
2. Extra duty pay/beyond normal hours for positions not indicated above	☐
3. Substitutes for public and charter school teachers not indicated above	☐
4. Stipends for positions not indicated above	☐

Part 4: Confirmation of Payroll Requirements

Confirmation of Payroll Requirements
1. ☐ The grantee certifies the federally funded portion of this position and duties are reasonable, necessary, allowable and allocable under the applicable federal fund source. The grantee further certifies that it is in compliance with the federal supplement, not supplant provision applicable to each federal fund source. The grantee assures the grant-funded portion of this position and duties meet the purpose, goals, and objectives of the federal fund source. Documentation must be maintained locally by the grantee that clearly demonstrates the allowable and supplemental nature of the position, as required by each federal fund source, and will provide such documentation to TEA upon request.

eGrants
TEXAS EDUCATION AGENCY

SAS#: TEHCAA26

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Budget
BS6201 - Professional and Contracted Services

Part 1: Professional and Contracted Services

Budgeted Costs		
Description	**Class/Object Code**	**2025-2026 TEHCY-Continuation**
1. Rental or Lease of Buildings, Space in Buildings, or Land	6269	
2. Professional and Consulting Services	6219 6239 6291	
Subtotal Professional and Contracted Services Costs		
Remaining 6200 Costs That Do Not Require Specific Approval		$900
Total Professional and Contracted Services Costs		$900

Part 2: Direct Administrative Costs

Part 2 Breakout of Direct Administrative Costs is hidden because it does not apply to the funding source(s) for this grant application.

Part 3 : Itemized Professional and Consulting Services

Itemized Professional and Consulting Service (6219, 6239, 6291)	
Description	**2025-2026 TEHCY-Continuation**
1. Service:	
Specify Purpose:	
Add Item / Delete Item	
Total Professional and Consulting Services Costs	

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

SAS#: TEHCAA26

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Budget
BS6401 - Other Operating Costs

Part 1: Other Operating Costs

Budgeted Costs		
Description	**Class/ Object Code**	**2025-2026 TEHCY-Continuation**
1. **Out-of-State Travel for Employees** LEA must keep documentation locally.	6411	$20,000
2. **Travel for Students to Conferences (does not include field trips)** LEA must keep documentation locally.	6412	$19,000
3. **Educational Field Trips** LEA must keep documentation locally.	6412 6494	$2,500
4. **Stipends for Non-employees other than those included in 6419** LEA must keep documentation locally.	6413	
5. **Travel Costs for Officials such as Executive Director, Superintendent, or Board Members** Allowable only when such costs are directly related to the grant. If Out-of-State Travel, LEA must keep documentation locally.	6411 6419	
6. **Non-Employee Costs for Conference** LEA must keep documentation locally.	6419	
7. **Hosting Conferences for Non-Employees** LEA must keep documentation locally.	64xx	
Subtotal Other Operating Costs		$41,500
Remaining 6400 Costs That Do Not Require Specific Approval		$22,000
Total Other Operating Costs		$63,500

Part 2: Direct Administrative Costs

Part 2 Breakout of Direct Admin Costs is hidden because it does not apply to the funding source(s) for this grant application.

Schedule Status: Complete | Discretionary Non-Competitive | Application ID:0038190273230001

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

SAS#: TEHCAA26

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Budget
BS6501 - Debt Services

Part 1: Subscription-Based Information Technology Arrangement (SBITA) and Capital Lease Liability Costs

Budgeted Costs		
Description	Class/ Object Code	2025-2026 TEHCY-Continuation
1. SBITA Liability - Principal	6514	
2. SBITA Liability - Interest	6526	
3. Capital Lease Liability - Principal	6512	
4. Capital Lease Liability - Interest	6522	
5. Interest on Debt	6523	
Total Debt Service Costs		

Part 2: Description of SBITA

Subscription

1. SBITA Description:

Subscription Cost:

Fund Source: Select One

Contract Start Date:

Contract End Date:

Add Item | Delete Item

Part 3: Description of Property

Property

1. Property Description:

Property Value:

Fund Source: Select One

Contract Start Date:

Contract End Date:

Add Item | Delete Item

eGrants
TEXAS EDUCATION AGENCY

SAS#: TEHCAA26

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Program Budget
BS6601 - Capital Outlay

Part 1: Capital Expenditures

Budgeted Costs	
Description	**2025-2026 TEHCY-Continuation**
1. Library Books and Media (Capitalized and Controlled by Library)	
2. Capital Expenditures for Additions, Improvements,or Modifications to Capital Assets Which Materially Increase Their Value for Useful Life (not ordinary repairs and maintenance)	
3. Furniture, Equipment, Vehicles or Software Costs for Items in Part 2	
Total Capital Outlay Costs	

Part 2: Furniture, Equipment, Vehicles or Software

Items

1. Generic Description:

Number of Units:

Fund Source: Select One

Total Costs:

Describe how the item will be used to accomplish the objective of the program:

Add Item | Delete Item

Schedule Status: Complete | Discretionary Non-Competitive | Application ID:0038190273230001

eGrants
TEXAS EDUCATION AGENCY

Organization: EL PASO ISD
Campus/Site: N/A
Vendor ID: 1746000769

County District: 071902
ESC Region: 19
School Year: 2025-2026

SAS#: TEHCAA26

2025-2026 Texas Education of Homeless Children and Youth (TEHCY)-Continuation

Provisions Assurances
CS7000 - Provisions, Assurances and Certifications

Provisions, Assurances and Certifications	
1. ☑ I certify my acceptance and compliance with all General and Fiscal Guidelines.	General and Fiscal Guidelines
2. ☑ I certify my acceptance and compliance with all Program Guidelines.	Program Guidelines
3. ☑ I certify my acceptance and compliance with all General Provisions and Assurances requirements.	General Provisions and Assurances
4. ☑ I certify I am not debarred or suspended. I also certify my acceptance and compliance with all Debarment and Suspension Certification requirements.	Debarment and Suspension Certification
5. Choose the appropriate response for Lobbying Certification:	
a. ☑ I certify this organization does not spend federal appropriated funds for lobbying activities and certify my acceptance and compliance with all Lobbying Certification requirements.	Lobbying Certification
b. ☐ This organization spends non-federal funds on lobbying activities and has attached the required OMB Disclosure of Lobbying Activities form, as described below.	
Instructions for completing and attaching the Disclosure of Lobbying Activities form. • Print and sign the form. • Scan the signed form and save it to your desktop. • Click the **Attach Files** icon on the Table of Contents page to attach your signed form to this eGrants application.	
6. ☑ I certify my acceptance and compliance with all Program-Specific Provisions and Assurances requirements.	Program-Specific Provisions and Assurances

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025

  D.
  ADDITIONAL CONSENT AGENDA ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of 2025-2026 District Improvement Plan and Campus Improvement Plan Performance Objectives

JUSTIFICATION STATEMENT:
To comply with requirements under Policy BQ - Legal and Local

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Marivel Macias, Chief Organizational Transformation and Innovation; Kristine Ferret, Executive Director Strategic Planning and Design; Isabel White, Coordinator Improvement Planning

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
Administration is presenting the District and Campus 2025-26 Performance Objectives for Board approval, pursuant to Policy BQ (Legal and Local).

As per BQ (Legal), the "board shall ensure that a district improvement plan and improvement plans for each campus are developed, reviewed, and revised annually for the purpose of improving the performance of all students. A board shall annually approve district and campus performance objectives and shall ensure that the district and campus plans: 1. Are mutually supportive to accomplish the identified objectives; and 2. At a minimum, support the state goals and objectives under Education Code Chapter 4." The following link provides access to the District Improvement Plan and all Campus Improvement Plans.

In addition, a comprehensive report has been provided delineating current Campus/District Improvement Plan timelines and processes.

The proposed District and Campus Improvement Plan Performance Objectives are located at: https://www.episd.org/o/episd/page/district-improvement-plans

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board of Trustees approve the 2025-2026 District and Campus Performance Objectives, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
The District will not be in compliance with Policy BQ (Legal and Local).

IMPLEMENTATION TIMELINE:
Ongoing during the 2025-26 school year

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
BQ(LEGAL) (3).pdf
BQ(LOCAL) (2) (1).pdf
CIP & DIP Presentation.pptx
DIP and CIP Summary Report 2025-2026 .docx

Planning and Decision-Making Process

A board shall adopt a policy to establish a district- and campus-level planning and decision-making process that will involve the professional staff of a district, parents of students enrolled in a district, business representatives, and community members in establishing and reviewing the district's and campuses' educational plans, goals, performance objectives, and major classroom instructional programs. *Education Code 11.251(b)*

The planning and decision-making requirements do not:

1. Prohibit a board from conducting meetings with teachers or groups of teachers other than the district-level committee meetings.
2. Prohibit a board from establishing policies providing avenues for input from others, including students or paraprofessional staff, in district- or campus-level planning and decision making.
3. Limit or affect the power of a board to govern the public schools.
4. Create a new cause of action or require collective bargaining.

Education Code 11.251(g)

Evaluation

At least every two years, a district shall evaluate the effectiveness of the district's decision-making and planning policies, procedures, and staff development activities related to district- and campus-level decision making and planning to ensure that they are effectively structured to positively impact student performance. *Education Code 11.252(d)*

Administrative Procedure

A board shall ensure that an administrative procedure is provided to clearly define the respective roles and responsibilities of the superintendent, central office staff, principals, teachers, district-level committee members, and campus-level committee members in the areas of planning, budgeting, curriculum, staffing patterns, staff development, and school organization.

A board shall ensure that the district-level planning and decision-making committee will be actively involved in establishing the administrative procedure that defines the respective roles and responsibilities pertaining to planning and decision making at the district and campus levels.

Education Code 11.251(d)

Federal Requirements

The district policy must provide that all pertinent federal planning requirements are addressed through the district- and campus-level planning process. *Education Code 11.251(f)*

Required Plans

A board shall ensure that a district improvement plan and improvement plans for each campus are developed, reviewed, and revised annually for the purpose of improving the performance of all students. A board shall annually approve district and campus performance objectives and shall ensure that the district and campus plans:

1. Are mutually supportive to accomplish the identified objectives; and
2. At a minimum, support the state goals and objectives under Education Code Chapter 4.

Education Code 11.251(a)

Shared Services Arrangement for DAEP Services

Each district participating in a shared services arrangement for disciplinary alternative education program (DAEP) services shall be responsible for ensuring that the board-approved district improvement plan and the improvement plans for each campus include the performance of the DAEP student group for the respective district. The identified objectives for the improvement plans shall include:

1. Student groups served, including overrepresentation of students from economically disadvantaged families, with ethnic and racial representations, with a disability who receive special education services, or receiving limited English proficiency/English learner services;
2. Attendance rates;
3. Pre- and post-assessment results;
4. Dropout rates;
5. Graduation rates; and
6. Recidivism rates.

19 TAC 103.1201(b) [See FOCA]

District Improvement Plan

A district shall have a district improvement plan that is developed, evaluated, and revised annually, in accordance with district policy, by the superintendent with the assistance of the district-level committee. The purpose of the district improvement plan is to guide district and campus staff in the improvement of student performance for all student groups in order to attain state standards in respect to the achievement indicators. *Education Code 11.252(a)* [See AIA]

Availability to TEA

A district's plan for the improvement of student performance is not filed with the Texas Education Agency (TEA), but the district must

make the plan available to TEA on request. *Education Code 11.252(b)*

Required Provisions

The district improvement plan must include provisions for:

1. A comprehensive needs assessment addressing performance on the achievement indicators, and other appropriate measures of performance, that are disaggregated by all student groups served by a district, including categories of ethnicity, socioeconomic status, sex, and populations served by special programs, including students in special education programs under Education Code Chapter 29, Subchapter A.

2. Measurable district performance objectives for all appropriate achievement indicators for all student populations, including students in special education programs under Education Code Chapter 29, Subchapter A, and other measures of student performance that may be identified through the comprehensive needs assessment.

3. Strategies for improvement of student performance that include:

    a. Instructional methods for addressing the needs of student groups not achieving their full potential.

    b. Evidence-based practices that address the needs of students for special programs, including:

        (1) Suicide prevention programs, in accordance with Education Code Chapter 38, Subchapter G, which include a parental or guardian notification procedure [see FFEB];

        (2) Conflict resolution programs;

        (3) Violence prevention programs; and

        (4) Dyslexia treatment programs.

    c. Dropout reduction.

    d. Integration of technology in instructional and administrative programs.

    e. Positive behavior interventions and support, including interventions and support that integrate best practices on grief-informed and trauma-informed care.

    f. Staff development for professional staff of a district.

g. Career education to assist students in developing the knowledge, skills, and competencies necessary for a broad range of career opportunities.

h. Accelerated education.

i. Implementation of a comprehensive school counseling program under Education Code 33.005. [See FFEA]

4. Strategies for providing to elementary school, middle school, junior high school, and high school students, those students' teachers and school counselors, and those students' parents information about:

a. Higher education admissions and financial aid opportunities, including state financial aid opportunities such as the TEXAS grant program and the Teach for Texas grant program.

b. The need for students to make informed curriculum choices to be prepared for success beyond high school.

c. Sources of information on higher education admissions and financial aid.

5. Resources needed to implement identified strategies.

6. Staff responsible for ensuring the accomplishment of each strategy.

7. Timelines for ongoing monitoring of the implementation of each improvement strategy.

8. Formative evaluation criteria for determining periodically whether strategies are resulting in intended improvement of student performance.

9. The policy under Education Code 38.0041 addressing sexual abuse and other maltreatment of children. [See FFG]

10. The trauma-informed care policy required under Education Code 38.036. [See FFBA]

Education Code 11.252(a)

Law Enforcement Duties

The law enforcement duties of peace officers, school resource officers, and security personnel must be included in the district improvement plan. *Education Code 37.081(d)(1)* [See CKE]

Discipline Management

A district shall adopt and implement a discipline management program to be included in the district improvement plan. *Education Code 37.083(a)* [See FNC]

Dating Violence	A district shall adopt and implement a dating violence policy to be included in the district improvement plan. *Education Code 37.0831* [See FFH]
Bullying Prevention	The policy and any necessary procedures adopted under Education Code 37.083(c) (concerning bullying) must be included in the district improvement plan. *Education Code 37.0832(d)(2)* [See FFI]
Mental Health, Substance Abuse, and Suicide	The practices and procedures developed under Education Code 38.351(i) or (i-1) (mental health promotion and intervention, substance abuse prevention and intervention, and suicide prevention) must be included in the district improvement plan. *Education Code 38.351(k)(2)* [See FFEB]

Campus-Level Plan

Each school year, the principal of each school campus, with the assistance of the campus-level committee, shall develop, review, and revise the campus improvement plan for the purpose of improving student performance for all student populations, including students in special education programs under Education Code Chapter 29, Subchapter A, with respect to the student achievement indicators and any other appropriate performance measures for special needs populations. *Education Code 11.253(c)*

Each campus improvement plan must:

1. Assess the academic achievement for each student in the school using the achievement indicator system.
2. Set the campus performance objectives based on the achievement indicator system, including objectives for special needs populations, including students in special education programs under Education Code Chapter 29, Subchapter A.
3. Identify how the campus goals will be met for each student.
4. Determine the resources needed to implement the plan.
5. Identify staff needed to implement the plan.
6. Set timelines for reaching the goals.
7. Measure progress toward the performance objectives periodically to ensure that the plan is resulting in academic improvement.
8. Include goals and methods for violence prevention and intervention on campus.
9. Provide for a program to encourage parental involvement at the campus.

10. If the campus is an elementary, middle, or junior high school, set goals and objectives for the coordinated health program at the campus based on:

    a. Student fitness assessment data, including any data from research-based assessments such as the school health index assessment and planning tool created by the federal Centers for Disease Control and Prevention;

    b. Student academic performance data;

    c. Student attendance rates;

    d. The percentage of students who are educationally disadvantaged;

    e. The use and success of any method to ensure that students participate in moderate to vigorous physical activity; and

    f. Any other indicator recommended by the local school health advisory council.

Education Code 11.253(d)

The Board shall approve and periodically review the District's vision, mission, and goals to improve student performance. The vision, mission, goals, and the approved District and campus objectives shall be mutually supportive and shall support the state goals and objectives under Education Code, Chapter 4. [See AE]

District Improvement Planning Process

The District's planning process to improve student performance includes the development of the District's educational goals, the legal requirements for the District and campus improvement plans, all pertinent federal planning requirements, and administrative procedures. The Board shall approve the process under which the educational goals are developed and shall ensure that input is gathered from the District-level committee. [See BQA]

At least annually, the Superintendent shall submit the District and campus improvement plans to the Board. The Superintendent shall certify that all requirements in federal and state law and regulation have been met and provide support documentation that lists all federal and state requirements and a statement of how each is met.

Parent and Family Engagement Plan

The Superintendent shall ensure that the District and campus improvement plans, as applicable, address all elements required by federal law for receipt of Title I, Part A funds, including elements pertaining to parent and family engagement. The District-level and campus-level committees shall involve parents and family members of District students in the development of such plans and in the process for campus review and improvement of student academic achievement and campus performance. [See EHBD]

Administrative Procedures and Reports

Administrative procedures shall meet legal requirements in the areas of planning, budgeting, curriculum, staffing patterns, staff development, and school organization; adequately reflect the District's planning process; and include implementation guidelines, time frames, and necessary resources. The Superintendent shall report periodically to the Board on the status of the planning process, which shall include a review of the related administrative procedures, any revisions to improve the process, and progress on implementation of identified strategies. The District-level and campus-level committees shall be involved in the development of these procedures. [See BQA and BQB]

Evaluation

The Superintendent shall ensure that data is gathered and criteria are developed to assist the Board in the required biennial evaluation to ensure that policies, procedures, and staff development activities related to planning and decision making are effectively structured to positively impact student performance. A report, including data summaries, shall be submitted to the Board in connection with each evaluation.

OCTOBER 21, 2025|

EL PASO ISD
it starts with us

District Improvement Plan
Campus Improvement Plan

Performance Objective Approval

MARIVEL MACIAS – Chief Organizational Transformation and Innovation Officer
KRISTINE FERRET – Executive Director of Strategic Planning and Design
SARA LUNA – Director of State & Federal Programs
ISABEL WHITE – Coordinator, Improvement Planning

Overview



Planning Alignment



Process & Timeline

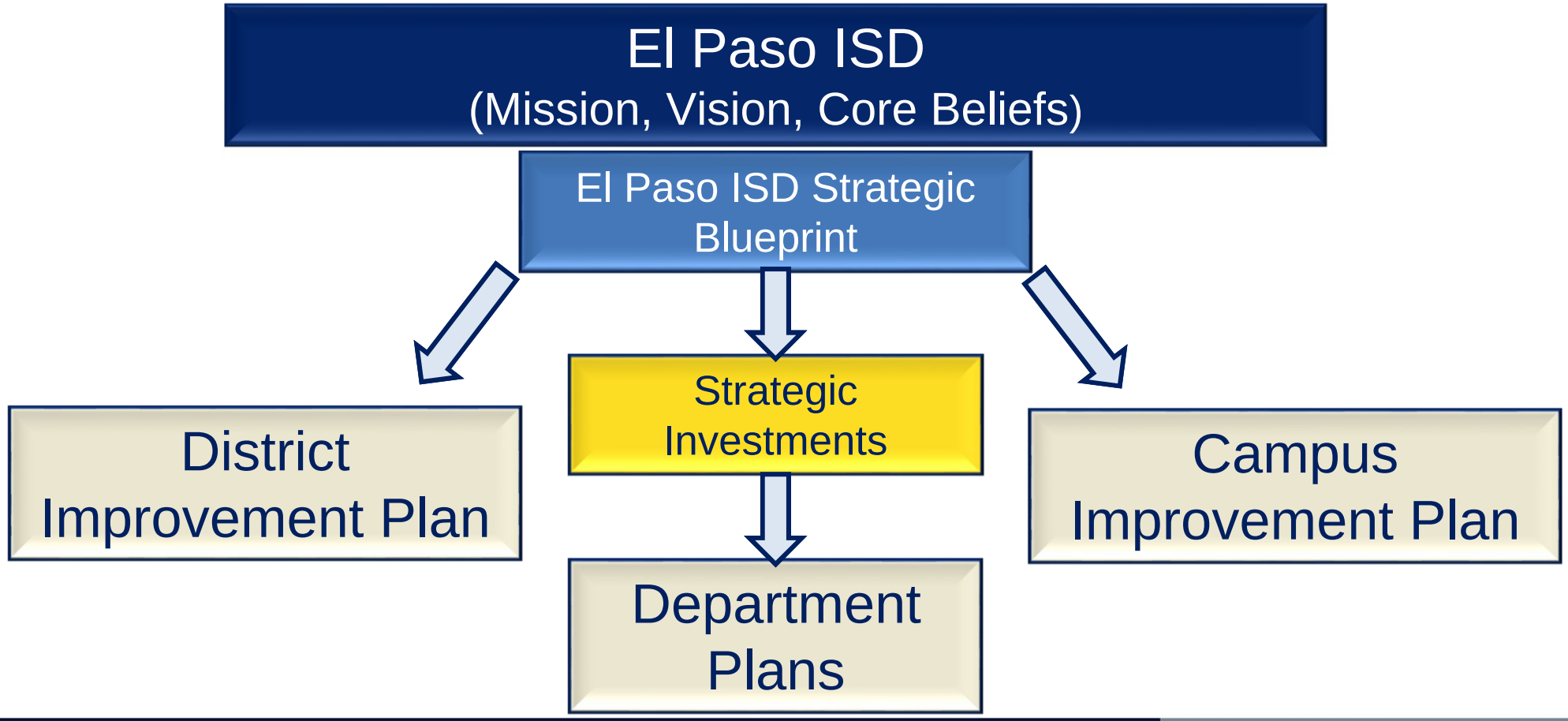


Performance Objectives



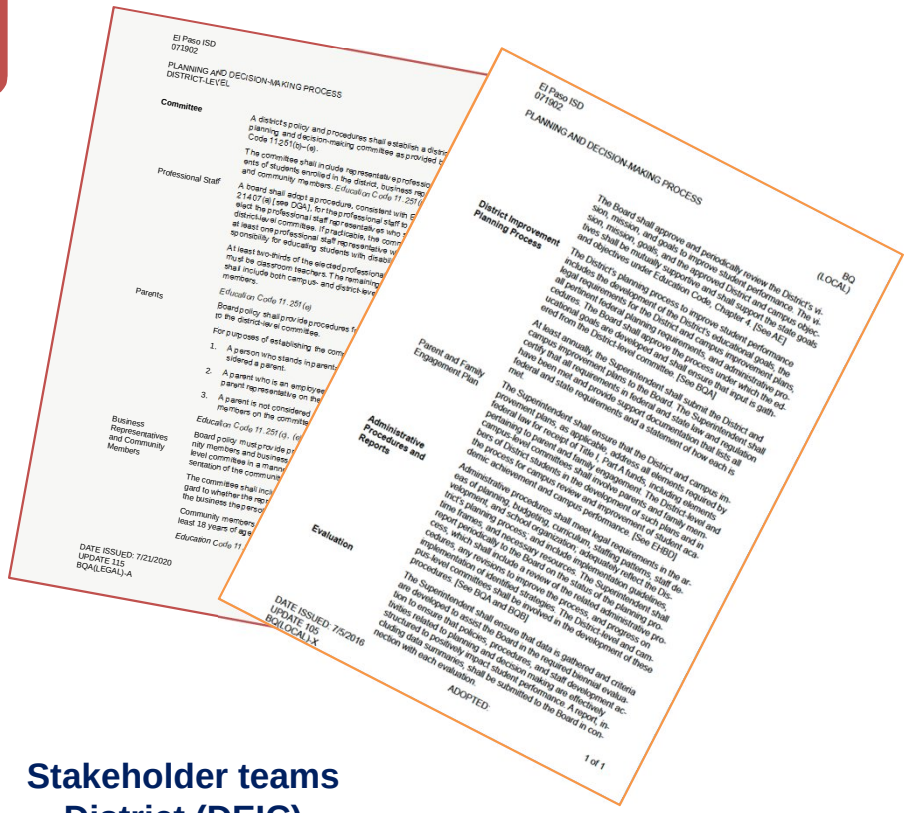
Next Steps

Improvement Planning Alignment



BQ (Legal & Local)

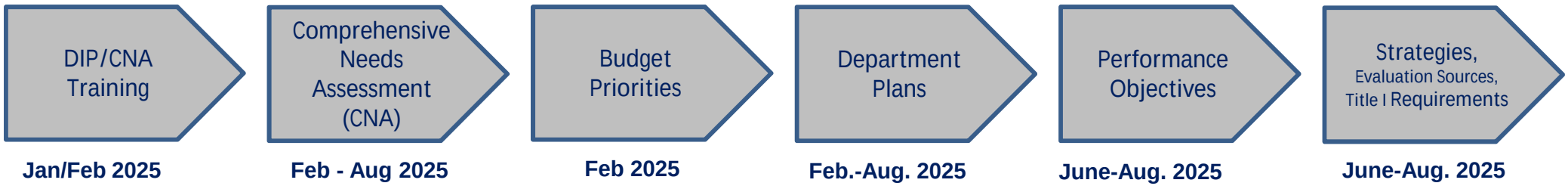
- A board shall annually approve district and campus performance objectives and shall ensure that the district and campus plans:
  - Are mutually supportive to accomplish the identified objectives and
  - Support the state goals and objectives under Education Code Chapter 4



Stakeholder teams
District (DEIC)
Campus (CIT)

District Improvement Plan: 2025-26

Process and Timeline



Jan/Feb 2025 | **Feb - Aug 2025** | **Feb 2025** | **Feb.-Aug. 2025** | **June-Aug. 2025** | **June-Aug. 2025**



Jan. 23 & Feb. 27, 2025 | **Aug. 14, 2025** | **Sept. 5, 2025** | **Sept. 11, 2025** | **Oct.21, 2025**

Campus Improvement Plan: 2025-26

Process and Timeline



Comprehensive Needs Assessment

Needs Assessment

2025-26 EPISD Needs Assessment utilized TEA focus areas cross-walked to EPISD Blueprint

- Demographics
- Student Achievement Data
- School Culture and Climate
- Staff Quality, Recruitment, and Retention
- Curriculum, Instruction, and Assessment
- Parent, Family, and Community Engagement
- School Context and Organization
- Technology

- L1: Whole Child (Culture & Climate)
- L2: Academic Excellence(Student Achievement)
- L2: Academic Excellence(Curriculum, Instruction, Assessment)
- L3: Destination District (Staff Recruitment, Retention & Prof, Dev.)
- L3: Destination District (Perceptions, Facilities, Programs, Technology…)
- L4: Culture of Accountability(Parent & Community Engagement)
- L5: Equity by Design (Demographics)

CNA Data

EL PASO INDEPENDENT SCHOOL DISTRICT

Campus Comprehensive Needs Assessment Data

L1: Whole Child (Culture & Climate)

Data	Where to find
• Culture Survey -Students	• Panorama
• Culture Survey-Parents & Teachers	• Panorama
• Extra-Curricular Activities & Numbers	• Tableau Dashboard: School Finder https://tableau.episd.org/#/views/SchoolAddressFinder/SchoolFinder
• PBIS/SEL Implementation	• PBIS/SEL learning walks, observations, & reflections
• ISS, OSS, Disciplinary Removals	• Tableau Dashboard: Discipline https://tableau.episd.org/#/site/DataLab/workbooks/1361/views

L2 Academic Excellence (Curriculum, Instruction, Assessment)

Data	Where to find
• Curriculum Implementation	• Curriculum Fidelity learning walks, observations, & reflections • Tableau Dashboard: Common Assessments https://tableau.episd.org/#/site/DataLab/views/CommonAssessmentResults/CampusResults
• Dual Language Implementation	• Observations, reflections and walkthrough data
• Instructional Best-Practices Data	• Observations/reflections and walk-through data

L2 Academic Excellence (Student Achievement)

Data	Where to find
• STAAR Domain 1 • STAAR 3rd grade Reading "Meets" • STAAR 3rd grade Math "Meets" • STAAR Growth • STAAR Growth Accelerated Learners • 4-yr Graduation Rates (HS) • SAT average (HS) *(include data for EB, SPED & high focus student groups)*	• TAPR -TEA Site https://rptsvr1.tea.texas.gov/perfreport/tapr/tapr_srch.html?srch=C • Tableau Dashboard: Accountability Rating https://tableau.episd.org/#/site/DataLab/views/AccountabilityRatings/AccountabilityRatings?:iid=2 • Tableau Dashboard: CCMR https://tableau.episd.org/#/site/DataLab/views/CCMROutcomesBonus/StudentList?:iid=3 • Tableau Dashboard: STAAR https://tableau.episd.org/#/site/DataLab/workbooks/1195/views
• CCMR (HS) • IBC aligned program of study (HS) • CCMR Outcome Bonus (HS)	• OnPoint-CCMR Early Indicator • Tableau Dashboard: CCMR Outcome Bonus https://tableau.episd.org/#/site/DataLab/workbooks/851/views
• TSIA # completion and results (HS)	• Tableau Dashboard: TSIA Participation https://tableau.episd.org/#/site/DataLab/views/TSIATSICollegePrep_16771847667550/TSIAParticipation?:iid=1
• Screener- NWEA Maps	• Tableau Dashboard: NWEA Maps https://tableau.episd.org/#/site/DataLab/workbooks/1245/views

L3 Destination District (Staff Recruitment, Retention & Prof. Dev.)

Data	Where to find
• Professional Development Needs • T-TESS	• Observations, Surveys, Reflections • T-TESS
• Recruiting and Retention	• TAPR -TEA Site https://rptsvr1.tea.texas.gov/perfreport/tapr/tapr_srch.html?srch=C
• Certification Data	• Bilingual or ESL Waiver Submissions

L3 Destination District (Perceptions, Facilities, Programs, Technology...)

Data	Where to find
• Enrollment	• Tableau Dashboard: Daily Enrollment https://tableau.episd.org/#/site/DataLab/views/ENROLLMENT-DailyEnrollment/CAMPUS?:iid=5 • Tableau Dashboard: Enrollment and Projections https://tableau.episd.org/#/site/DataLab/views/HistoricalEnrollmentat6WeekSnapshot/HistoricalEnrollment?:iid=1
• Program Opportunities • Program Effectiveness	• Tableau Dashboard: School Finder https://tableau.episd.org/#/views/SchoolAddressFinder/SchoolFinder • Observations, Reflections, stakeholder feedback
• Technology Integration	• Observations, Reflections, stakeholder feedback

L4 Culture of Accountability (Parent & Community Engagement)

Data	Where to find
• Attendance Rate (ADA)	• TAPR (official prior year) • Tableau Dashboard: Attendance https://tableau.episd.org/#/site/DataLab/views/ATT-Attendance/CumulativeAttendance?:iid=1
• Parent Engagement- Title I Community Events (count, participatio Feedback, parent interest survey) 2-way Communication	• Observations, Reflections, stakeholder feedback • Title I Crate • Tableau Dashboard: Family Interest and Parent involvement https://tableau.episd.org/#/site/DataLab/views/SURVEY-FamilyInterestSurvey/GeneralClimate?:iid=1

L5 Equity by Design (Demographics)

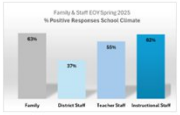
Data	Where to find
• Staff/Students Demographics	• TAPR (official prior year) https://rptsvr1.tea.texas.gov/perfreport/tapr/tapr_srch.html?srch=C • Federal Report Card- Part (ix): Teacher Quality Data https://rptsvr1.tea.texas.gov/perfreport/frc/frc_srch.html?year=2023
• Equity	• TAPR https://rptsvr1.tea.texas.gov/perfreport/tapr/tapr_srch.html?srch=C • Federal Report Card https://rptsvr1.tea.texas.gov/perfreport/frc/frc_srch.html?year=2023 • Tableau Dashboard: HB1416 progress https://tableau.episd.org/#/site/DataLab/views/HB1416/TrackTutoring?:iid=4 • Observations, Reflections, stakeholder feedback • Equity Study (pending)
• TELPAS Growth TELPAS Composite (% 5+ yrs. in Beg/Int.) TELPAS Reading (% 2+ yrs. achieving Beg.)	• Observations, Reflections, stakeholder feedback • Tableau Dashboard: TELPAS Growth https://tableau.episd.org/#/site/DataLab/views/TELPAS/Growth?:iid=1
• Underrepresented Students: High School Courses (MS) Advanced Courses (HS)	• Federal Report Card (Part viii: Civil Rights Data) https://rptsvr1.tea.texas.gov/perfreport/frc/frc_srch.html?year=2023

2025-2026 L1 Whole Child (Culture & Climate)

L1 Whole Child (Culture & Climate) Summary

Staff & Family Climate Survey (Panorama):

Family data for the End of Year (EOY) 2025 revealed that parents have mostly favorable attitudes about school climate. The data also revealed that a focus on both District staff and Teacher staff school climate perceptions is warranted.



Student Climate and Culture (Panorama): Student EOY 2025 data revealed mostly positive responses for Elementary students regarding Student-Teacher relationships and Sense of Belonging categories. However, data reveled that

Characters : 2524

Save

L1 Whole Child (Culture & Climate) Strengths

Staff & Parent Climate Survey (Panorama 2025):

Staff and parent data revealed the perception that campus culture is respectful between adults and students, likewise staff are strongly committed to the work they do.

Extra-curricular activities

With the expansion of intramurals, student participation has increased at all elementary schools. Student participation has also increased at the campuses that offer 5th grade band and all-levels elementary drama. Parents and families continue to request additional pre-athletics (7th-12th) opportunities for students.

District Improvement Plan & Campus Improvement Plan Goals

I Whole Child Development
El Paso ISD schools foster learning environments for the whole child to thrive.

II Academic Excellence
El Paso ISD empowers all learners to excel in current and future pursuits.

III Destination District
El Paso ISD solidifies its position as El Paso's destination district.

IV Culture of Accountability
El Paso ISD cultivates a culture of transparency, care, and service.

V Equity by Design
El Paso ISD champions a targeted approach to universal access and system equity.

District Improvement Plan Alignment

Strategic Blueprint	District Improvement Plan
Mission, Vision, Core Beliefs	Mission, Vision, Core Beliefs
Five Levers	Five Goals
Essential Actions & Key Targets (3-year plan)	Performance Objectives with Metrics (1-year plan)
Department Plans-Strategies	DIP Strategies

Performance Objectives

Performance Objectives are measurable, one-year targets for reaching each long-range goal. In other words, they are interim goals. It is preferable that they be written using the SMART framework. Texas Education Code 11.251(a) states that the board of trustees shall annually approve both the LEA and campus performance objectives.

Lever 1 – Whole Child Development

Performance Objective	Description	Included in CIPs
1.1	By June 2026, EPISD will utilize an employee, student, and family culture climate survey designed to inform progress on ensuring caring adults support students and will increase climate and culture perceptions: Students: from 56% to 57% Instructional Staff: from 62% to 63% Teachers: 55% to 56% Family: from 63% to 64%	
1.2	By June 2026, EPISD will increase PK-12th grade student participation in UIL, extra-curricular, co-curricular activities at all levels by 2% from 68% to 70%.	
1.3	By June 2026, EPISD will create an integrated system of school supports, by expanding extended learning campuses (6:00am-6:00pm) from ten (10) campuses to seventeen (17) campuses and by maintaining After-School programing at all 41 Elementary and some Middle/PK8 campuses.	
1.4	By June 2026, EPISD will expand from Community Schools from five feeder patterns to seven feeder patterns	
1.5	By June 2026, 75% of EPISD campuses will have fully implemented MTSS, and PBIS/SEL frameworks with accessible student support systems, established behavior expectations, and measurable implementation data demonstrating successful framework operation.	
1.6	By June 2026, EPISD will implement meaningful, engaging practices that develop students' ability to manage and own their behavior as measured by a reduction of all ISS, OSS, Disciplinary Removal for all student groups from 7.6% to 6%.	
1.7	By June 2026, EPISD will provide relevant and challenging coursework through multiple pathways as measured by maintaining the percent of students in grades 9-12 On Ramps at 17%, and an increase in the percentage of the students in grades 9-12 who earn college credit by completing an Advanced Placement (AP)/International Baccalaureate (IB) from 28% to 29%, or dual credit course from 34% to 35%.	

Lever 2 – Academic Excellence

Performance Objective	Description	Included in CIPs
2.1	By June 2026, EPISD will develop and implement a guaranteed and viable student-centered District curriculum as measured by principal and academic support team curriculum fidelity walkthrough data. Curriculum fidelity walkthroughs (Trend walks), (measured by an inventory instrument) will meet all established percentages for rigor, instructional model, and scope and sequence for reading language arts, math, science, and social studies instruction from 86% to 90% of classrooms.	
2.2	By June 2026, EPISD will develop and implement a guaranteed and viable student-centered District curriculum as measured by principal and academic support team dual language fidelity walkthrough data. Curriculum fidelity walkthroughs (Trend walks)(measured by an inventory instrument) will meet all established percentages for instructional model, classroom environment and instruction, and language acquisition from 80% to 85% of all classrooms with a dual language program.	
2.3	By June 2026, EPISD will increase student achievement outcomes as measured in Domain 1 STAAR student achievement (at or above Approaches level in all tests: Math, RLA, Science, and Social Studies) from 44% to 46%.	
2.4	By June 2026, EPISD will increase the percent of students that score "Meets" Grade level or above on STAAR reading from 49% to 51% (Domain 3)	
2.5	By June 2026, EPISD will increase the percent of students that score "Meets" Grade level or above on STAAR math from 38% to 40% (Domain 3)	

Lever 2 – Academic Excellence

Performance Objective	Description	Included in CIPs
2.6	By June 2026, EPISD will increase the Reading Growth Percentile with all student groups meeting board approved metrics, as measured by Northwest Evaluation Association's Measures of Academic Progress (NWEA MAPS) [HB3]. KG (All) 47 to 48 percentile (SPED) 28 to 42 percentile (EB) 42 to 46 percentile 1st-3rd (All) 46 to 48 percentile (SPED) 38 to 45 percentile (EB) 45 to 48 percentile 8th (ALL): 52- 53rd percentile (SPED): 50-51 percentile (EB:) 53-54 percentile	
2.7	By June 2026, EPISD will increase the Math Growth Percentile with all student groups meeting board approved metrics, as measured by Northwest Evaluation Association's Measures of Academic Progress (NWEA MAPS) [HB3]. KG (All) 47 to 48 percentile (SPED) 28 to 42 percentile (EB) 42 to 46 percentile 1st-3rd (All) 46 to 48 percentile (SPED) 38 to 45 percentile (EB) 45 to 48 percentile 8th (ALL): 52- 53rd percentile (SPED): 50-51 percentile (EB:) 53-54 percentile	

Lever 2 – Academic Excellence

Performance Objective	Description	Included in CIPs
2.8	By June 2026, EPISD will increase overall 4-year graduation rate from 84% to 90% , with all students groups increasing 2% or meeting federal targets.	
2.9	By June 2026, EPISD will increase the number of students who earn at least one College, Career and Military Readiness (CCMR) measure from 87% to 89% with all student groups meeting board approved metrics [HB3]	
2.10	By June 2026, EPISD will ensure all students graduate prepared for college as measured by an increase in the percent of 12th grade students completing TSIA2 math and reading from 70% to 75%. [HB3 Progress Measure]	
2.11	By June 2026, EPISD will ensure all students graduate prepared for college as measured by an increase in the percentage of students meeting SAT College Readiness from 48% to 50% (Reading) and 24% to 26% (Math). [HB3 Progress Measure]	
2.12	By June 2026, EPISD will increase the number of students that meet TSIA criteria (without College Prep Courses) from 53% to 57% (Reading) and 35% to 39% (Math) [HB3 Progress Measure]	
2.13	By June 2026, EPISD will ensure all students graduate prepared for college and/or career as measured by an increase percent of students in grade 12 who earn post-secondary credentials beyond high school diploma by industry certification in an aligned program of study from 30% to 32% [HB3]	

Lever 2 – Academic Excellence

Performance Objective	Description	Included in CIPs
2.14	By June 2026, EPISD will increase in the percent of underrepresented (i.e., special education and emergent bilingual) middle school students who earn high school credits. EB Overall 97-98%% Alg. 1. 53%-80% LOTE 66%-68% SPED Overall 96% Alg. 1. 22%-80% LOTE. 37%-39%	
2.15	By June 2026, EPISD will increase in enrollment of underrepresented high school student groups (i.e., special education and emergent bilingual) in advanced academic courses (AP/IB, On Ramps, and Dual Credit). EB from 37% to 38% SPED from 12% to 13%	
2.16	By June 2026, EPISD will foster equitable access to opportunities and eliminating barriers as measured by a reduction in the percentage of long-term Emergent Bilinguals Achieving Beg/Int on TELPAS Composite from 48% to 19% as as well as reduce the number of Emergent Bilingual Achieving Beginning on TELPAS reading from 19% to 7% [RDA]	
2.17	By June 2026, EPISD will increase Domain 2A, which measures STAAR growth in reading and math only, from 67% to 69% for all students demonstrating a year or more of growth.	
2.18	By June 2026, EPISD will increase the Percentage of Pre-K students "On-Track" at End of Year as measured by Circle in reading (Phonological Awareness) from 74% to 77% and in Math from 87% to 88% [HB3].	

Lever 3 – Destination District

Performance Objective	Description	Included in CIPs
3.1	By June 2026, EPISD will reduce the projected deficit by 10% from 6M to 5.4M.	
3.2	By June 2026, EPISD will increase the percentage of high quality seats (A/B rated schools) from 53% to 60% of schools.	
3.3	By June 2026, EPISD will attract and retain top talent by implementing an employee recruiting and retention plan designed to maintain filled teacher positions on first day of school at 96% or above.	
3.4	By June 2026, EPISD will grow top talent by implementing a Comprehensive Professional Development Plan for 100% of departments and campuses.	
3.5	By June 2026, EPISD will effectively market and communicate information to the district's public as measured by a 0.5% increase in social media engagement rate and an average of 35,000 website visits.	
3.6	By June 2026, EPISD will expand the integration of 21st-century learning and innovation skills by developing and implementing a comprehensive instructional technology campus support plan as measured through the Digital and Learning Resources instructional technology frameworks, campus technology rubric, and ISTE Standards alignment.	

Lever 4 – Culture of Accountability

Performance Objective	Description	Inlcuded in CIPs
4.1	By June 2026, EPISD will increase student attendance rate from 91.8% to 94%.	
4.2	By June 2026, EPISD will foster a welcoming and safe environment where all families and communities feel supported as well as increase the level of accountability by ensuring 100% of schools offer all required community events.	
4.3	By June 2026, EPISD will maintain a two-way communication plan designed to increase the number and quality of opportunities to engage, inform, train, and gather input from family and community stakeholders as measured by a 2.5% increase in student representation on the El Paso ISD app.	
4.4	By June 2026, EPISD will continue to be an accountable entity that is fiscally responsible, efficient in its use of resources, and strives for transparency with public-facing information by ensuring quality program implementation and strategic investments in Federal programs and increasing the annual percentage of entitlement program expenditures to 85% or higher in all Federal Programs (Title IA, Title IIA, Title IIIA, and Title IV).	
4.5	By June 2026, EPISD will continue to be an accountable entity that is fiscally responsible, efficient in its use of resources, and strives for transparency with public-facing information by increasing or maintaining the annual percentage of state allotment expenditures for Bilingual and State Compensatory Education to ensure compliance with state requirements (100%).	
4.6	By June 2026, EPISD will continue to be an accountable entity that is fiscally responsible, and efficient in its use of resources by maintaining a strong fund balance to a minimum of 60 days of operating expenditures	
4.7	By June 2026, EPISD will implement systems and structures resulting in a safe environment where all students, family, staff, and community feel supported as measured by the Texas School Safety Standards, District Emergency Operations Readiness, Systems/Structures Completed, and Incident Reports & Data.	
4.8	By June 2026, EPISD will provide high-quality, relevant, and differentiated resources matched to each school's needs and strengths by designing an Needs-Based Funding Model for implementation in 2026-27.	

Lever 5 – Equity by Design

Performance Objective	Description	Included in CIPs
5.1	By June 2026, EPISD will foster equitable access to opportunities by taking steps to eliminate barriers for all students by developing and implementing a Comprehensive Equity Plan designed to address system equity disparities based on the result of an equity audit.	

DIP & CIP

The complete District Improvement Plan (DIP) and all Campus Improvement Plans (CIP) can be found at:

https://www.episd.org/o/episd/page/district-campus-improvement-plans



EL PASO INDEPENDENT SCHOOL DISTRICT

District Improvement Plan
Campus Improvement Plan
Performance Objectives Summary

October 2025

EL PASO INDEPENDENT SCHOOL DISTRICT

TABLE OF CONTENTS

EL PASO ISD MISSION, VISION, AND CORE BELIEFS _____ 3

EL PASO ISD STRATEGIC BLUEPRINT _____ 4

ACKNOWLEDGEMENTS _____ 5

EXECUTIVE SUMMARY _____5

OVERVIEW, PROCESS AND TIMELINES _____5

COMPREHENSIVE NEEDS ASSESSMENT_____7

DISTRICT PERFORMANCE OBJECTIVES _____8

CAMPUS PERFORMANCE OBJECTIVES _____12

EL PASO INDEPENDENT SCHOOL DISTRICT

EL PASO ISD MISSION, VISION, AND CORE BELIEFS

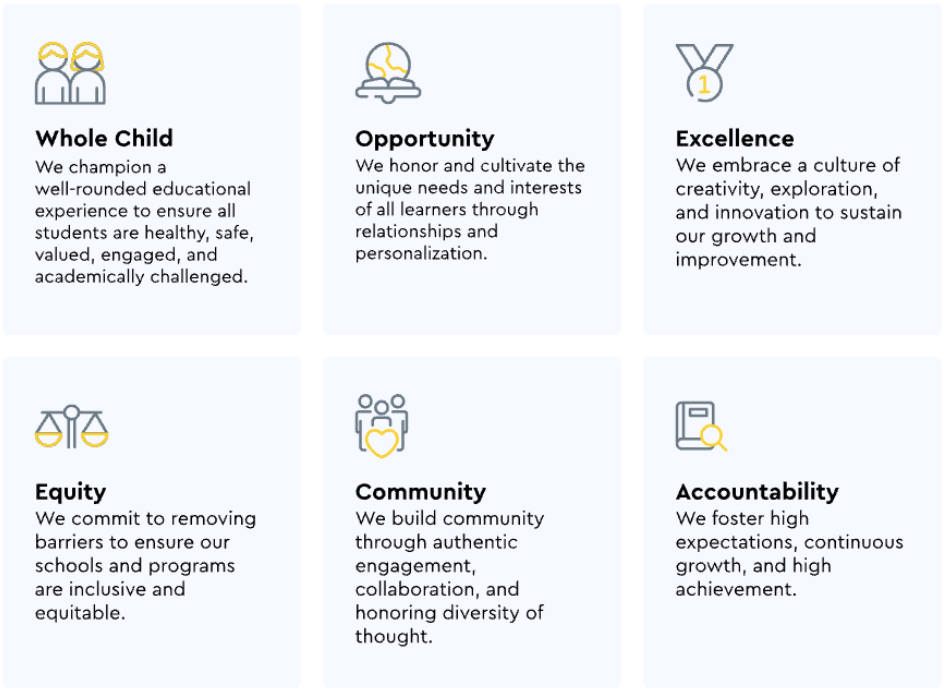
MISSION

In partnership with our families and community, we will uphold the highest standards to provide inclusive and fair learning experiences that support the whole child.

VISION

INSPIRE and EMPOWER learners to THRIVE.

CORE BELIEFS:



EL PASO INDEPENDENT SCHOOL DISTRICT

EL PASO ISD STRATEGIC BLUEPRINT

El Paso ISD's Strategic Blueprint is anchored on our mission, vision, and core beliefs. In partnership with our families and community we seek to uphold the highest standards to provide inclusive and fair learning experiences that support the whole child. We will accomplish this theory of action through whole child development, delivery of instructional excellence, fostering a transparent culture of accountability, and intentional equity design to thereby make El Paso ISD a destination district.





EL PASO INDEPENDENT SCHOOL DISTRICT

ACKNOWLEDGMENTS

The administration appreciates the commitment of the Board of Trustees to provide an educational system that will enable all students to reach their full potential. We thank the members of the Board of Trustees for their leadership and support.

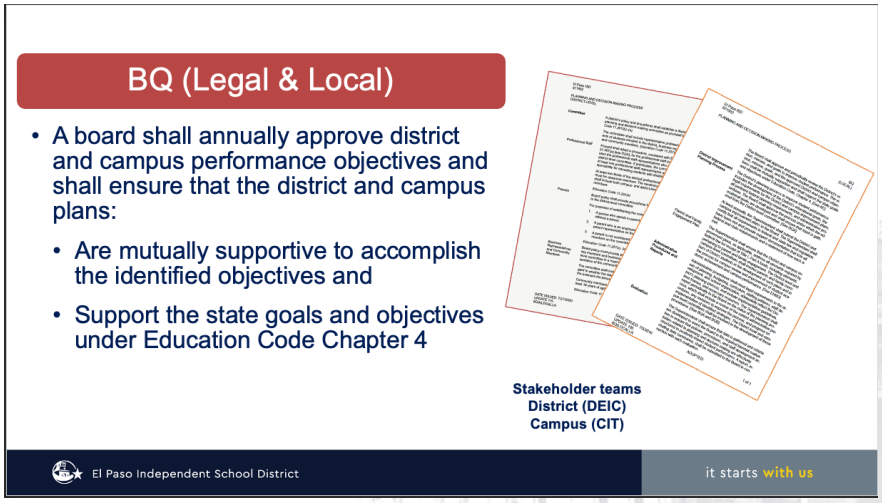
The District Improvement Plan and Campus Improvement Plan report summarizes the processes, alignment, and Performance Objectives recommendations for Board Approval. The report represents a collaborative effort between all departments of the District and all campus improvement teams.

EXECUTIVE SUMMARY

The **District Improvement Plan and Campus Improvement Plan report** summarizes the processes, alignment, and Performance Objectives recommendations for Board Approval for 2025-2026.

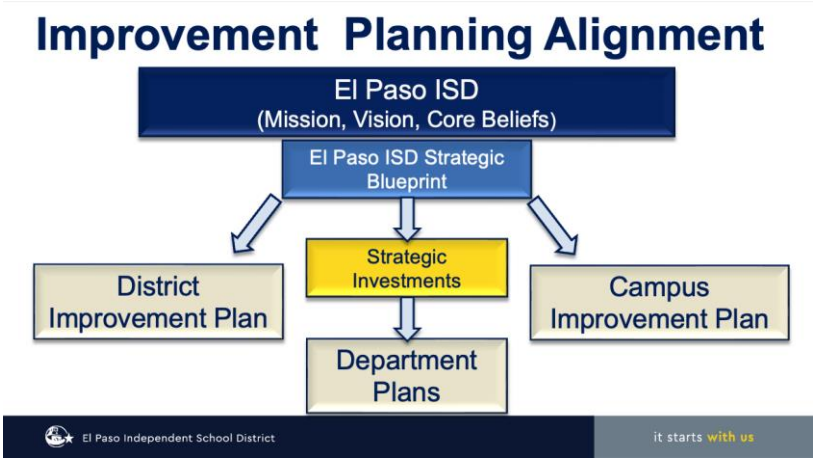
OVERVIEW, PROCESS AND TIMELINES

Each year the district and campuses engage in Improvement Planning and develop and implement a District Improvement Plan and Campus Improvement Plan. As outlined in BQ Policy series, the board has the responsibility of annually approving the district and campus performance objectives.



Improvement Planning Alignment: The chart below shows the El Paso ISD planning and alignment process. The visual shows that the improvement planning starts with the overarching "Directional Documents" to include mission, vision, and core beliefs. From those directional documents a long-term strategic planning guide "District Strategic Blueprint"

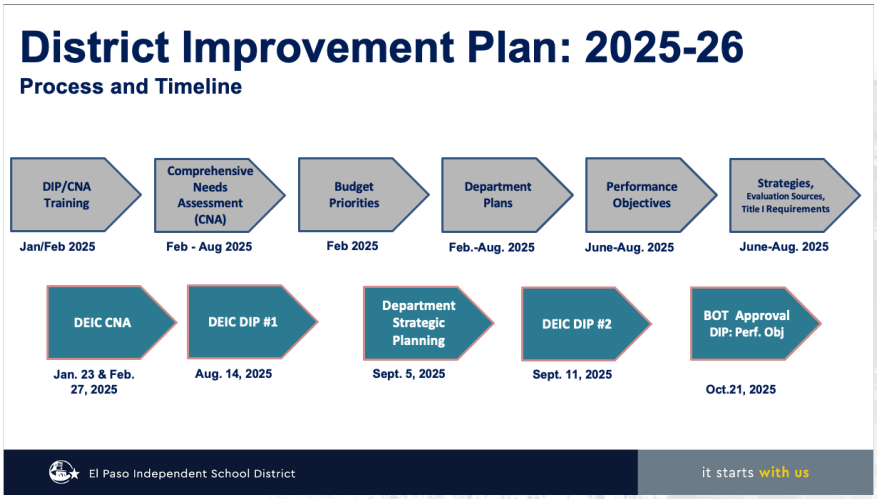
provides additional guidance and a roadmap. Aligned from the District Strategic Blueprint are Strategic Investments as well as the District Improvement Plan, Department Plans and Camus Improvement Plan.

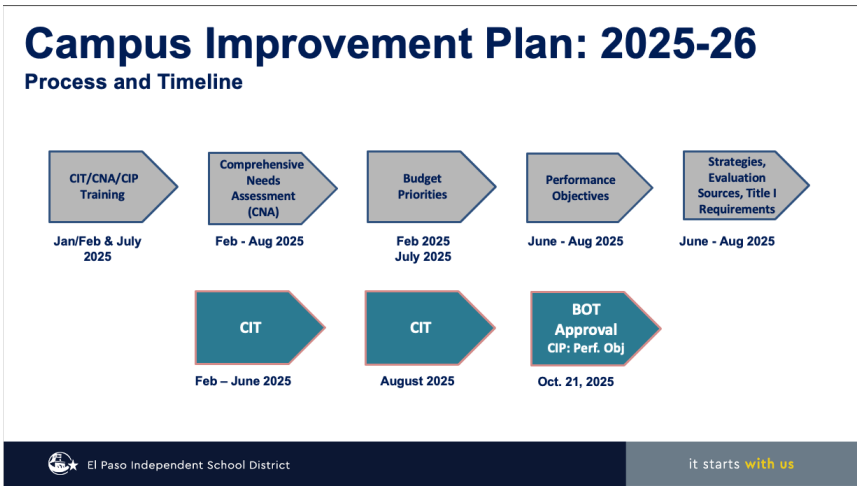


Strategic Blueprint	District Improvement Plan
Mission, Vision, Core Beliefs	Mission, Vision, Core Beliefs
Five Levers	Five Goals
Essential Actions & Key Targets (3-year plan)	Performance Objectives with Metrics (1-year plan)
Department Plans-Strategies	DIP Strategies

›

Improvement Planning Timeline: The development of the 2025-2026 Campus Improvement Plan and District Improvement Plan began in Spring 2024. The timeline below shows important pieces complete in the planning process.





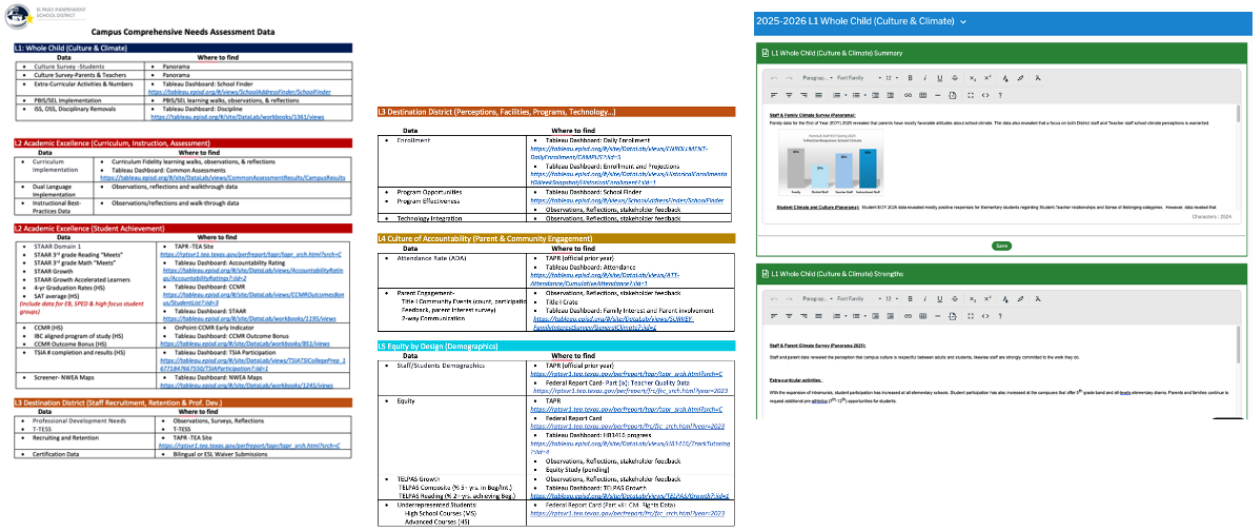
COMPREHENSIVE NEEDS ASSESSMENT

Comprehensive Needs Assessment- Areas of Focus: In completion a Comprehensive Needs Assessment for the development of the 2024-2025 Improvement Plan, El Paso ISD utilized the TEA CCNA focus areas guidance cross walked to the five levers. The chart below shows the Needs Assessment categories as well as an excerpt of the data points reviewed and template for recording strengths and needs.



EL PASO INDEPENDENT SCHOOL DISTRICT

CNA Data



Campus Comprehensive Needs Assessment Data

L1: Whole Child (Culture & Climate)

Data	Where to find
• Culture Survey - Students	• Panorama
• Culture Survey-Parents & Teachers	• Panorama
• Extra-Curricular Activities & Numbers	• Tableau Dashboard: School Finder https://tableau.episd.org/#/views/SchoolAddressFinder/SchoolFinder
• PBIS/SEL Implementation	• PBIS/SEL learning walks, observations, & reflections
• ISS, OSS, Disciplinary Removals	• Tableau Dashboard: Discipline https://tableau.episd.org/#/site/DataLab/workbooks/21361/views

L2 Academic Excellence (Curriculum, Instruction, Assessment)

Data	Where to find
• Curriculum Implementation	• Curriculum Fidelity learning walks, observations, & reflections • Tableau Dashboard: Common Assessments https://tableau.episd.org/#/site/DataLab/views/CommonAssessmentResults/CampusResults
• Dual Language Implementation	• Observations, reflections and walkthrough data
• Instructional Best-Practices Data	• Observations/reflections and walk-through data

L2 Academic Excellence (Student Achievement)

Data	Where to find
• STAAR Domain 1 • STAAR 3rd grade Reading "Meets" • STAAR 3rd grade Math "Meets" • STAAR Growth • STAAR Growth Accelerated Learners • 4-yr Graduation Rates (HS) • SAT average (HS) (include data for EB, SPED & high focus student groups)	• TAPR -TEA Site https://rptsvr1.tea.texas.gov/perfreport/tapr/tapr_srch.html?srch=C • Tableau Dashboard: Accountability Rating https://tableau.episd.org/#/site/DataLab/views/AccountabilityRatings/AccountabilityRating?:iid=2 • Tableau Dashboard: CCMR https://tableau.episd.org/#/site/DataLab/views/CCMROutcomesBuilder/StudentList?:iid=3 • Tableau Dashboard: STAAR https://tableau.episd.org/#/site/DataLab/workbooks/1195/views
• CCMR (HS) • IBC aligned program of study (HS) • CCMR Outcome Bonus (HS)	• OnPoint-CCMR Early Indicator • Tableau Dashboard: CCMR Outcome Bonus https://tableau.episd.org/#/site/DataLab/workbooks/851/views
• TSIA-II completion and results (HS)	• Tableau Dashboard: TSIA Participation https://tableau.episd.org/#/site/DataLab/views/TSIATSICollegePrep_16772847867550/TSIAParticipation?:iid=1
• Screener- NWEA Maps	• Tableau Dashboard: NWEA Maps https://tableau.episd.org/#/site/DataLab/workbooks/1245/views

L3 Destination District (Staff Recruitment, Retention & Prof. Dev.)

Data	Where to find
• Professional Development Needs	• Observations, Surveys, Reflections
• T-TESS	• T-TESS
• Recruiting and Retention	• TAPR -TEA Site https://rptsvr1.tea.texas.gov/perfreport/tapr/tapr_srch.html?srch=C
• Certification Data	• Bilingual or ESL Waiver Submissions

L3 Destination District (Perceptions, Facilities, Programs, Technology...)

Data	Where to find
• Enrollment	• Tableau Dashboard: Daily Enrollment https://tableau.episd.org/#/site/Districts/views/DAILYATT-DailyEnrollment/CAMPUSTAB?:iid=1 • Tableau Dashboard: Enrollment and Projections https://tableau.episd.org/#/site/Districts/views/EnrollmentProjections/EnrollmentDashboard?:iid=1
• Program Opportunities • Program Effectiveness	• Tableau Dashboard: School Finder https://tableau.episd.org/#/views/SchoolAttendZoneFinder/SchoolFinder • Observations, Reflections, stakeholder feedback
• Technology Integration	• Observations, Reflections, stakeholder feedback

L4 Culture of Accountability (Parent & Community Engagement)

Data	Where to find
• Attendance Rate (ADA)	• TAPR (official prior year) • Tableau Dashboard: Attendance https://tableau.episd.org/#/site/Districts/views/ATT-AttendanceCumulativeWeekly?:iid=1
• Parent Engagement- Title I Community Events (count, participation, feedback, parent interest survey) 2-way Communication	• Observations, Reflections, stakeholder feedback • Title I Data • Tableau Dashboard: Family Interest and Parent Involvement https://tableau.episd.org/#/site/DataLab/views/OutreachEventsMeetings/SignedUpSurvey?:iid=4

L5 Equity by Design (Demographics)

Data	Where to find
• Staff/Students Demographics	• TAPR (official prior year) https://rptsvr1.tea.texas.gov/perfreport/tapr/tapr_srch.html?srch=C • Federal Report Card- Part (a): Teacher Quality Data https://rptsvr1.tea.texas.gov/perfreport/fry2/frc_srch.html?year=2023
• Equity	• TAPR https://rptsvr1.tea.texas.gov/perfreport/tapr/tapr_srch.html?srch=C • Federal Report Card https://rptsvr1.tea.texas.gov/perfreport/fry2/frc_srch.html?year=2023 • Tableau Dashboard: ED/EIS progress https://tableau.episd.org/#/site/Districts/views/ATT-TTT/TrackTutoring?:iid=1 • Observations, Reflections, stakeholder feedback • Equity Study (pending)
• TELPAS Growth (TELPAS Composite (K-1 yrs. in Beg/Int.) TELPAS Reading (K-2 yrs. advancing Beg.)	• Observations, Reflections, stakeholder feedback • Tableau Dashboard: TELPAS Growth https://tableau.episd.org/#/site/DataLab/views/TELPASGrowth2?:iid=2
• Underrepresented Students: High School Courses (VS) Advanced Courses (AS)	• Federal Report Card (For all: CM, Tech Ed) https://rptsvr1.tea.texas.gov/perfreport/fry2/frc_srch.html?year=2023

2025-2026 L1 Whole Child (Culture & Climate)

L1 Whole Child (Culture & Climate) Summary

L1 Whole Child (Culture & Climate) Strengths

DISTRICT PERFORMANCE OBJECTIVES

Performance Objectives are measurable, one-year targets for reaching each long-range goal. In other words, they are interim goals. They are written using the SMART framework. Texas Education Code 11.251(a) states that the board of trustees shall annually approve both the LEA and campus performance objectives. For the District Improvement Plan, every key target of the Strategic Blueprint is identified in a Performance Objectives. Below is a summary of each performance objective organized by Lever or Goal. Areas that also are part of every campus improvement plan are indicated on the right side.

The District Improvement Plan may be found at:
https://www.episd.org/o/episd/page/district-campus-improvement-plans

EL PASO INDEPENDENT SCHOOL DISTRICT

Lever 1 – Whole Child Development

Performance Objective	Description	Included in CIPs
1.1	By June 2026, EPISD will utilize an employee, student, and family culture climate survey designed to inform progress on ensuring caring adults support students and will increase climate and culture perceptions: Students: from 56% to 57% Instructional Staff: from 62% to 63% Teachers: 55% to 56% Family: from 63% to 64%	
1.2	By June 2026, EPISD will increase PK-12th grade student participation in UIL, extra-curricular, co-curricular activities at all levels by 2% from 68% to 70%.	
1.3	By June 2026, EPISD will create an integrated system of school supports, by expanding extended learning campuses (6:00am-6:00pm) from ten (10) campuses to seventeen (17) campuses and by maintaining After-School programing at all 41 Elementary and some Middle/PK8 campuses.	
1.4	By June 2026, EPISD will expand from Community Schools from five feeder patterns to seven feeder patterns	
1.5	By June 2026, 75% of EPISD campuses will have fully implemented MTSS, and PBIS/SEL frameworks with accessible student support systems, established behavior expectations, and measurable implementation data demonstrating successful framework operation.	
1.6	By June 2026, EPISD will implement meaningful, engaging practices that develop students' ability to manage and own their behavior as measured by a reduction of all ISS, OSS, Disciplinary Removal for all student groups from 7.6% to 6%.	
1.7	By June 2026, EPISD will provide relevant and challenging coursework through multiple pathways as measured by maintaining the percent of students in grades 9-12 On Ramps at 17%, and an increase in the percentage of the students in grades 9-12 who earn college credit by completing an Advanced Placement (AP)/International Baccalaureate (IB) from 28% to 29%, or dual credit course from 34% to 35%.	

Lever 2 – Academic Excellence

Performance Objective	Description	Included in CIPs
2.1	By June 2026, EPISD will develop and implement a guaranteed and viable student-centered District curriculum as measured by principal and academic support team curriculum fidelity walkthrough data. Curriculum fidelity walkthroughs (Trend walks), (measured by an inventory instrument) will meet all established percentages for rigor, instructional model, and scope and sequence for reading language arts, math, science, and social studies instruction from 86% to 90% of classrooms.	
2.2	By June 2026, EPISD will develop and implement a guaranteed and viable student-centered District curriculum as measured by principal and academic support team dual language fidelity walkthrough data. Curriculum fidelity walkthroughs (Trend walks)(measured by an inventory instrument) will meet all established percentages for instructional model, classroom environment and instruction, and language acquisition from 80% to 85% of all classrooms with a dual language program.	
2.3	By June 2026, EPISD will increase student achievement outcomes as measured in Domain 1 STAAR student achievement (at or above Approaches level in all tests: Math, RLA, Science, and Social Studies) from 44% to 46%.	
2.4	By June 2026, EPISD will increase the percent of students that score "Meets" Grade level or above on STAAR reading from 49% to 51% (Domain 3)	
2.5	By June 2026, EPISD will increase the percent of students that score "Meets" Grade level or above on STAAR math from 38% to 40% (Domain 3)	

EL PASO INDEPENDENT SCHOOL DISTRICT

Performance Objective	Description	Included in CIPs
2.6	By June 2026, EPISD will increase the Reading Growth Percentile with all student groups meeting board approved metrics, as measured by Northwest Evaluation Association's Measures of Academic Progress (NWEA MAPS) [HB3]. KG (All) 47 to 48 percentile (SPED) 28 to 42 percentile (EB) 42 to 46 percentile 1st-3rd (All) 46 to 48 percentile (SPED) 38 to 45 percentile (EB) 45 to 48 percentile 8th (ALL): 52- 53rd percentile (SPED): 50-51 percentile (EB:) 53-54 percentile	
2.7	By June 2026, EPISD will increase the Math Growth Percentile with all student groups meeting board approved metrics, as measured by Northwest Evaluation Association's Measures of Academic Progress (NWEA MAPS) [HB3]. KG (All) 47 to 48 percentile (SPED) 28 to 42 percentile (EB) 42 to 46 percentile 1st-3rd (All) 46 to 48 percentile (SPED) 38 to 45 percentile (EB) 45 to 48 percentile 8th (ALL): 52- 53rd percentile (SPED): 50-51 percentile (EB:) 53-54 percentile	

Performance Objective	Description	Included in CIPs
2.8	By June 2026, EPISD will increase overall 4-year graduation rate from 84% to 90% , with all students groups increasing 2% or meeting federal targets.	
2.9	By June 2026, EPISD will increase the number of students who earn at least one College, Career and Military Readiness (CCMR) measure from 87% to 89% with all student groups meeting board approved metrics [HB3]	
2.10	By June 2026, EPISD will ensure all students graduate prepared for college as measured by an increase in the percent of 12th grade students completing TSIA2 math and reading from 70% to 75%. [HB3 Progress Measure]	
2.11	By June 2026, EPISD will ensure all students graduate prepared for college as measured by an increase in the percentage of students meeting SAT College Readiness from 48% to 50% (Reading) and 24% to 26% (Math). [HB3 Progress Measure]	
2.12	By June 2026, EPISD will increase the number of students that meet TSIA criteria (without College Prep Courses) from 53% to 57% (Reading) and 35% to 39% (Math) [HB3 Progress Measure]	
2.13	By June 2026, EPISD will ensure all students graduate prepared for college and/or career as measured by an increase percent of students in grade 12 who earn post-secondary credentials beyond high school diploma by industry certification in an aligned program of study from 30% to 32% [HB3]	



EL PASO INDEPENDENT SCHOOL DISTRICT

Performance Objective	Description	Included in CIPs
2.14	By June 2026, EPISD will increase in the percent of underrepresented (i.e., special education and emergent bilingual) middle school students who earn high school credits. EB Overall 97-98%% Alg. 1. 53%-80% LOTE 66%-68% SPED Overall 96% Alg. 1. 22%-80% LOTE. 37%-39%	
2.15	By June 2026, EPISD will increase in enrollment of underrepresented high school student groups (i.e., special education and emergent bilingual) in advanced academic courses (AP/IB, On Ramps, and Dual Credit). EB from 37% to 38% SPED from 12% to 13%	
2.16	By June 2026, EPISD will foster equitable access to opportunities and eliminating barriers as measured by a reduction in the percentage of long-term Emergent Bilinguals Achieving Beg/Int on TELPAS Composite from 48% to 19% as well as reduce the number of Emergent Bilingual Achieving Beginning on TELPAS reading from 19% to 7% [RDA]	
2.17	By June 2026, EPISD will increase Domain 2A, which measures STAAR growth in reading and math only, from 67% to 69% for all students demonstrating a year or more of growth.	
2.18	By June 2026, EPISD will increase the Percentage of Pre-K students "On-Track" at End of Year as measured by Circle in reading (Phonological Awareness) from 74% to 77% and in Math from 87% to 88% [HB3].	

Lever 3 – Destination District

Performance Objective	Description	Included in CIPs
3.1	By June 2026, EPISD will reduce the projected deficit by 10% from 6M to 5.4M.	
3.2	By June 2026, EPISD will increase the percentage of high quality seats (A/B rated schools) from 53% to 60% of schools.	
3.3	By June 2026, EPISD will attract and retain top talent by implementing an employee recruiting and retention plan designed to maintain filled teacher positions on first day of school at 96% or above.	
3.4	By June 2026, EPISD will grow top talent by implementing a Comprehensive Professional Development Plan for 100% of departments and campuses.	
3.5	By June 2026, EPISD will effectively market and communicate information to the district's public as measured by a 0.5% increase in social media engagement rate and an average of 35,000 website visits.	
3.6	By June 2026, EPISD will expand the integration of 21st-century learning and innovation skills by developing and implementing a comprehensive instructional technology campus support plan as measured through the Digital and Learning Resources instructional technology frameworks, campus technology rubric, and ISTE Standards alignment.	

EL PASO INDEPENDENT SCHOOL DISTRICT

Lever 4 – Culture of Accountability

Performance Objective	Description	Inlcuded in CIPs
4.1	By June 2026, EPISD will increase student attendance rate from 91.8% to 94%.	
4.2	By June 2026, EPISD will foster a welcoming and safe environment where all families and communities feel supported as well as increase the level of accountability by ensuring 100% of schools offer all required community events.	
4.3	By June 2026, EPISD will maintain a two-way communication plan designed to increase the number and quality of opportunities to engage, inform, train, and gather input from family and community stakeholders as measured by a 2.5% increase in student representation on the El Paso ISD app.	
4.4	By June 2026, EPISD will continue to be an accountable entity that is fiscally responsible, efficient in its use of resources, and strives for transparency with public-facing information by ensuring quality program implementation and strategic investments in Federal programs and increasing the annual percentage of entitlement program expenditures to 85% or higher in all Federal Programs (Title IA, Title IIA, Title IIIA, and Title IV).	
4.5	By June 2026, EPISD will continue to be an accountable entity that is fiscally responsible, efficient in its use of resources, and strives for transparency with public-facing information by increasing or maintaining the annual percentage of state allotment expenditures for Bilingual and State Compensatory Education to ensure compliance with state requirements (100%).	
4.6	By June 2026, EPISD will continue to be an accountable entity that is fiscally responsible, and efficient in its use of resources by maintaining a strong fund balance to a minimum of 60 days of operating expenditures	
4.7	By June 2026, EPISD will implement systems and structures resulting in a safe environment where all students, family, staff, and community feel supported as measured by the Texas School Safety Standards, District Emergency Operations Readiness, Systems/Structures Completed, and Incident Reports & Data.	
4.8	By June 2026, EPISD will provide high-quality, relevant, and differentiated resources matched to each school's needs and strengths by designing an Needs-Based Funding Model for implementation in 2026-27.	

Lever 5 – Equity by Design

Performance Objective	Description	Included in CIPs
5.1	By June 2026, EPISD will foster equitable access to opportunities by taking steps to eliminate barriers for all students by developing and implementing a Comprehensive Equity Plan designed to address system equity disparities based on the result of an equity audit.	

CAMPUS PERFORMANCE OBJECTIVES

Campus Performance Objectives are aligned to the district improvement plan but adapted to the data targets and Needs Assessment Data specific for each campus. The performance objectives are determined and reviewed during Campus Improvement Team meetings. Below is a link to view all Campus Improvement Plans and their Performance Objectives.

https://www.episd.org/o/episd/page/district-campus-improvement-plans

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025

  D.
  ADDITIONAL CONSENT AGENDA ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Interlocal Agreement for Establishment and Operation of El Paso County Juvenile Justice Alternative Education Program between El Paso, Ysleta, Anthony, Canutillo, Socorro, Fabens, San Elizario, Tornillo, and Clint Independent School Districts and El Paso County Juvenile Board and Approval of Associated Student Code of Conduct for 2025-2026 School Year

JUSTIFICATION STATEMENT:
To comply with Chapter 37 of Texas Education Code

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Lisa Estrada-Batson, Asst. Superintendent SPS; Iris Jimenez, Exec. Director, SPS

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever I: Whole Child Development - El Paso ISD schools foster learning environments for the whole child to thrive.

SUMMARY:
The Board of Trustees is requested to approve the 2025-2026 Interlocal Agreement (to include Exhibits A through H) and the Student Code of Conduct for the Establishment and Operation of the El Paso County Juvenile Justice Alternative Education Program (JJAEP), pursuant to Chapter 37 of the Texas Education Code, between the El Paso, Ysleta, Anthony, Canutillo, Socorro, Fabens, San Elizario, Tornillo, and Clint Independent School Districts and El Paso County. Expelled EPISD students will be served at the Cesar Chavez Academy in the Ysleta Independent School District. Chapter 37 of the Texas Education Code requires expulsion for certain disciplinary offenses.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the Interlocal Agreement for the Establishment and Operation of El Paso County Juvenile Alternative Education Program (JJAEP) between the El Paso, Ysleta, Anthony, Canutillo, Socorro, Fabens, San Elizario, Tornillo, and Clint Independent School Districts and El Paso County Juvenile Board and approve the associated Student Code of Conduct for the 2025-2026 School Year, for the period of August 1, 2025, through July 31, 2026, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
El Paso ISD would be out of compliance as prescribed in Chapter 37 of the Texas Education Code for disciplinary expulsions.

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Signed_09.25.25 El Paso County JJAEP Interlocal Agreement SY25-26 (2026-0104).pdf
EL PASO ISD SIGNATURE PAGE SY 2025-2026.pdf
EXHIBIT A - MANDATORY EXPULSION OFFENSE CODES.pdf
EXHIBIT B - JJAEP SCHOOL RECORDS REQUEST FORM.pdf
EXHIBIT C - JJAEP MONTHLY ACTIVITY REPORT (MAR).pdf
EXHIBIT D - EL PASO COUNTY JJAEP JUVENILE PROBATION DEPARTMENT JJAEP POLICIES, PROCEDURES, AND STANDARDS.pdf
EXHIBIT E - EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (SCC).pdf
EXHIBIT F - JJAEP HR RECORDS AND CERTIFICATION FORM.pdf
EXHIBIT G - TJJD INCIDENT REPORT FORM.pdf
EXHIBIT G-1 â€“ TJJD INTERNAL INVESTIGATION REPORT FORM.pdf
EXHIBIT H - YISD 2025-2026 SCHOOL CALENDAR.pdf

IN THE STATE OF TEXAS
COUNTY OF EL PASO

INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF THE EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM PURSUANT TO CHAPTER 37 OF THE TEXAS EDUCATION CODE

This Interlocal Agreement is made by and between the El Paso County Juvenile Board, hereinafter referred to as the "Board", and the Ysleta Independent School District, hereinafter referred to as "YISD", Ysleta Board of Trustees, hereinafter referred to as "YISD Board"; and the following school districts: El Paso Independent School District, Anthony Independent School District, Canutillo Independent School District, Socorro Independent School District, Fabens Independent School District, San Elizario Independent School District, Tornillo Independent School District, and Clint Independent School District, hereinafter collectively referred to as the "Districts" and individually as a "Participating District". These parties enter into this Agreement for the purpose of establishing their respective responsibilities for the operation of the Juvenile Justice Alternative Education Program (JJAEP). Nothing in this Agreement shall be construed to create a direct contractual relationship between any of the Districts and YISD in its capacity as the provider of JJAEP educational services.

PURPOSE

The purpose of this Agreement is to provide for the establishment, by the Board, of a JJAEP approved by the Texas Juvenile Justice Department (TJJD) and operated by the YISD, for eligible students of the Participating Districts, as permitted by Texas Education Code § 37.011(e). This Agreement will serve to combine into one system the operational, programmatic, and educational standards for the JJAEP as required under Texas Education Code § 37.011(e) and Title 37, Texas Administrative Code, Chapter 348. The JJAEP shall serve, and the El Paso County Juvenile Probation Department shall be responsible for funding, only placements of students enrolled in the Participating Districts who have been expelled from school for conduct for which expulsion is mandatory under Texas Education Code §37.007(a), (d), and (e). The El Paso County JJAEP is dedicated to providing a safe, inclusive, and productive educational environment for these students, with the academic mission of enabling them to perform at grade level, while empowering them to achieve both academic and personal development. The program shall be located at YISD's Cesar Chavez Academy, 7814 Alameda Avenue, El Paso, Texas, 79915.

DUTIES OF THE JUVENILE BOARD AND JJAEP ADMINISTRATOR

For the provision of JJAEP services, in consideration of YISD's operation of the educational component its role as acting provider of the JJAEP, the Juvenile Board, by and through the County of El Paso, agrees to pay YISD the daily rate approved by the Texas Juvenile Justice Department for each YISD or other Participating District student enrolled in the JJAEP. Payments shall be made using state-appropriated funds from the Texas Juvenile Justice Department for the applicable school year, along with pass-through funding provided by the Participating Districts. Texas Juvenile Justice Department funds include settle-up funds due to unexpended year-end balances. It is understood by YISD that the

daily rate of compensation for educational services is determined by the State of Texas and may be subject to change throughout the year. Payments will be made to the attention of YISD's Chief Financial Officer on a quarterly basis, with the first payment due December 15 of the applicable school year, and all fees to be paid no later than sixty (60) days following the conclusion of the respective school year.

The Board and the JJAEP Administrator will monitor program compliance and performance. An annual JJAEP Performance Review shall be conducted following the conclusion of each school year and prior to the start of the subsequent school year to evaluate the effectiveness of the JJAEP. Additionally, an annual JJAEP Management Review of operational practices shall be completed. The JJAEP Administrator shall provide copies of both reports to the YISD School Board President, Trustees, and Superintendent within thirty (30) days of the Juvenile Board's review.

DUTIES OF YISD AND THE DISTRICTS

YISD shall provide the facilities, personnel, and services necessary to operate the JJAEP on behalf of the Board in accordance with the Texas Administrative Code, Chapter 348 and the Texas Education Code § 37.011(e). The educational components of the JJAEP shall be subject to the policies adopted by the YISD Board. YISD shall follow the programmatic and process components of the JJAEP as outlined in the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures and Standards, and Texas Administrative Code Standards under Chapter 348. Based on current capacity under building code regulations, YISD is required to have no more than thirty (30) students placed at JJAEP at one time; therefore, YISD shall have no obligation to enroll in JJAEP more than thirty (30) students ("capacity").

YISD agrees to continue providing the personnel and services necessary to operate the JJAEP, including the implementation of a Continuity of Operations Plan (C.O.O.P) to ensure uninterrupted educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Administrative Code (Chapter 348), the Texas Juvenile Justice Department, Department of Public Health, and the Local Health Authority. The C.O.O.P. must address potential modifications to JJAEP educational components in the event of a pandemic or natural disaster. YISD further agrees to provide a copy of the YISD JJAEP Plan of Action prior to the start of the 2025-2026 school year. This plan should include details regarding instructional time (synchronous/asynchronous, traditional, hybrid, or online), student and staff safety procedures, transportation, meals and student search procedures, attendance record keeping plan, and other operational components. YISD will also provide updates to the JJAEP Plan of Action as revisions occur throughout the school year.

Each Participating District, including YISD, agrees to fulfill requirements pursuant to this Agreement, as well as the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures, and Standards, and the applicable provisions of the Texas Administrative Code, to support the successful transition of students to and from the JJAEP.

TERMS OF PLACEMENT DUE TO EXPULSION

To be eligible for expulsion and subsequent placement in the JJAEP, a Participating District must expel a student who commits a mandatory expulsion offense as defined under § 37.007(a), (d), or (e) of the Texas Education Code, regardless of whether the offense occurred on or off school property. A complete list of applicable **MANDATORY EXPULSIONS OFFENSE CODES** is included in (**EXHIBIT "A")** attached hereto. Furthermore, to be accepted for placement in the JJAEP, the student must be expelled for a minimum of seventy-five (75) school days. The maximum expulsion term may not exceed one hundred and eighty (180) school days, except in cases involving a firearm, for which the maximum term is one (1) calendar year. Expulsion terms beyond one calendar year may only occur in accordance with state law and Participating District policy. While § 37.011(k)(3) of the Texas Education Code allows for placement in the JJAEP based on serious misbehavior, as defined in § 37.007(c), under this Agreement, El Paso County and YISD shall only accept students who have been expelled for mandatory offenses listed in Exhibit A.

To be placed in JJAEP, a student must be at least ten (10) years of age and enrolled in the 6th grade or higher. Prior to making a JJAEP placement recommendation, the Participating District must fully consider all mitigating factors, exhaust all appeals, and explore all alternative Disciplinary Alternative Education Programs (DAEP) placements. The Participating District is aware and agrees that eligible elementary students who are ten (10) years of age and enrolled in the 6th grade will be placed at Cesar Chavez Academy's Middle School and will receive educational services alongside middle school students. Such placement shall not exceed twenty (20) school days, and enrollment of any elementary school student will not require YISD to add or reassign staff to meet teacher-to-student ratios at secondary levels. All Participating Districts acknowledge and accept that YISD may, but is not required to, separate middle school students from high school students at the JJAEP.

The Participating District must provide a copy of the expulsion notice and all required documentation to the El Paso County Juvenile Probation Department pursuant to § 37.007 of the Texas Education Code and § 52.041 of the Texas Family Code no later than two (2) school days after the final appeal hearing is concluded and the expulsion is upheld. Failure to provide this written notice shall result in the student remaining in the Participating District's Disciplinary Alternative Education Program. The expulsion packet must include the expulsion notice, parent/guardian notification, and the following student information: name, date of birth, student ID number, TSDS number, Law Enforcement Agency (LEA) report number, expulsion term with specific end date, review date, and any applicable special program documentation (e.g. SPED or 504).

Upon formal acceptance into the JJAEP by the JJAEP Administrator or Designee, the Participating District agrees to immediately provide all required school withdrawal and educational records, including transcripts and any special education documents, to the JJAEP Campus. This ensures development of an appropriate and timely entry educational plan within three (3) school days of the JJAEP acceptance. Required school records are outlined in the **JJAEP SCHOOL RECORDS REQUEST FORM (EXHIBIT "B").**

The Participating District(s) and the JJAEP Campus agree to collaborate and ensure the timely completion of the JJAEP Intake at the JJAEP Campus within seven (7) to ten (10) school days

following formal acceptance. This process is intended to minimize any unnecessary delay in a student's attendance or access to educational services under the JJAEP. Although a student may be accepted into the JJAEP, actual enrollment may be delayed due to capacity limits or other special circumstances. In such cases, the parties agree to provide a minimum of three (3) school days advance notice prior to the scheduled intake. If a student remains in the sending school's Disciplinary Alternative Education Program (DAEP) while pending intake or on the JJAEP waiting list, those days will be credited towards the student's JJAEP placement term.

If a student is expelled and accepted into the JJAEP but does not enroll due to withdraw by a parent/guardian, the student will remain eligible for JJAEP placement upon re-enrollment in a local school district. However, the expelling school district must hold a new expulsion hearing and issue a new expulsion term, along with submitting a complete expulsion packet. Participating Districts shall adhere to the guidelines established under Texas Education Code §§ 37.302, 37.303, 37.304, 37.305, 37.306, 37.307, 37.308, 37.309, 37.310, and 37.311 for students placed in a JJAEP as a result of an offense requiring sex offender registration. Additionally, all Participating Districts must also adhere to the expulsion term guidelines outlined in this Agreement.

In the event that JJAEP enrollment reaches 90% of its capacity, a waiting list shall be established for consideration of additional placements. While on the waiting list, participating districts may assign expelled students to their own district's DAEP. Students will be accepted into the JJAEP in the order they were placed on the waiting list, provided that a minimum of forty-five (45) days remain in their expulsion term. Students expelled for acts of violence or firearm-related offenses shall be given priority placement on the waiting list and may be accepted for placement in the JJAEP up to the 100% capacity limit. Additionally, the JJAEP will not accept any new referrals within the last three (3) weeks of YISD's instructional school year. Referrals submitted during this period shall be denied placement or, at the discretion of the JJAEP Administrator, may be considered for placement in the following academic year. In either case, the referred student will remain the responsibility of the Participating District, which must continue to place the student in its own DAEP for the remainder of the school year and until the student is formally accepted into the JJAEP.

SPECIAL CIRCUMSTANCES AFFECTING LENGTH OF PLACEMENT

YISD agrees to provide capacity for up to thirty (30) students at the JJAEP. However, the Parties agree that special circumstances may arise if the JJAEP reaches 90% of its capacity, or if any single Participating District accounts for more than 67% of total student enrollment. Under such conditions, YISD may limit the length of an individual student's placement at the JJAEP to a maximum of one hundred (100) school days, with the required 75-day placement review held at an earlier date mutually agreed upon by the JJAEP Administrator and the Participating District. This placement limitation shall not apply to students expelled for offenses involving firearms or those who, as determined by the Participating District and with the concurrence of the JJAEP Administrator, pose an ongoing threat to the safety of other students or district employees. In the event a student enrolled in the JJAEP commits an infraction that violates the YISD or JJAEP Student Code of Conduct, YISD reserves the right to take disciplinary action in accordance with the JJAEP Student Code of Conduct.

Such action may result in an extension of the student's term of expulsion and continued placement at the JJAEP.

TERMS OF EXIT

A student must be exited from the JJAEP upon the earliest occurrence of any of the following: completion of court-ordered supervision or deferred prosecution terms and conditions, completion of the expulsion term that led to the student's placement in JJAEP, a decision by the Participating District to remove the student from JJAEP placement as a result of a review hearing, decline or dismissal of the felony charge associated with the JJAEP placement by the Court or Prosecutor, withdrawal from the JJAEP by student's parent/guardian, or withdrawal due to "Inactive" Status following thirty (30) consecutive school days on non-attendance. Except in cases where a parent, guardian, or custodian initiates the withdrawal, the JJAEP must notify the student's parent, guardian, or custodian in writing of the student's withdrawal prior to the effective date, unless the withdrawal date is not known in advance. The JJAEP must maintain this documentation of this notification.

The Participating District agrees to attend and collaborate with YISD in the JJAEP Exit Transition Meeting to jointly develop a written exit plan from the JJAEP and a transition plan to support the student's reintegration into his or her home school. The transition planning will include an academic review consisting of courses attended, credits earned and pending, attendance records, discipline reports, follow-up areas, state assessment, and IOWA skills test scores (Pre and Post). As part of the JJAEP Exit Transition Meeting, the Participating District agrees to initiate the student's return schedule, outline strategies to be implemented upon reentry to the home school, and coordinate support through the Community In Schools (if applicable), the graduation coach, the at-risk coordinator, counselor, or other designated staff responsible for reentry services. To ensure a smooth transition and support long-term success, the JJAEP Exit Transition Meeting will occur prior to the student's withdrawal from the JJAEP and will include the returning home school Campus Administrators or designee, YISD Campus Administrators or designee, the assigned Probation Officer or JPD representative, the student, and the student's parent or guardian.

For a student expelled and placed in the JJAEP for a term of seventy-five (75) school days or more, Participating Districts agree to attend a review upon the student's 75th school day in JJAEP to evaluate eligibility for early removal based on academic progress and/or other factors. On a case-by-case basis, at the beginning of the school year, the JJAEP will conduct placement reviews for returning JJAEP students who were carried over from the previous school year, have met the 75th day in placement, and are considered for early release due to demonstrated progress or other qualifying circumstances. The JJAEP agrees to facilitate these placement review hearings and coordinate efforts with the student's home district and campus.

For students expected to graduate upon completion of required credits and state-mandated graduation requirements while enrolled in the JJAEP, the Participating District must collaborate with YISD to ensure the student is provided the opportunity to graduate on time. This includes verifying the student's academic status, coordinating final credit evaluations, providing necessary documentation, and assisting with graduation-related planning. The Participating District and YISD will work jointly

to determine the most appropriate graduation setting to ensure that all support is in place to facilitate a successful completion of the student's high school education.

CURRICULUM AND ATTENDANCE

YISD shall provide a JJAEP to serve students referred from YISD and Participating Districts. The JJAEP will operate in full compliance with all applicable requirements under Chapter 37 of the Texas Education Code, the State Board of Education, Texas Administrative Code Chapter 348, and the Texas Juvenile Justice Department. This includes, but is not limited to, providing a curriculum in English Language Arts, Mathematics, Science, Social Studies, Self-Discipline, and a high school equivalency program that meets requirements under Texas Administrative Code, Chapter 348.206 (b)(3), as well as administering assessment instruments in accordance with Subchapter B, Chapter 39 (State Assessment) of the Texas Education Code. All students enrolled in the JJAEP must take the statewide assessment as required under Section 39.023 of the Texas Education Code. YISD and Participating Districts agree to the use of the online version of the Iowa Test of Basic Skills (ITBS), a nationally standardized achievement test, and the development of an individualized academic plan based on ITBS results to meet each student's educational needs. Students enrolled in the JJAE for a minimum of seventy-five (75) school days shall be pre-tested within ten (10) school days of enrollment, and those enrolled for at least sixty-five (65) school days shall be post-tested prior to exit from the JJAEP.

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

The JJAEP shall operate for at least seven (7) hours per instructional day over one hundred eighty (180) school days, totaling 75,600 instructional minutes. These minutes include time allotted for lunch and transitions but do not include early release days, inclement weather days, or other waiver days. A JJAEP student is noted as present if they attend at least four (4) hours of instructional time in a school day. Attendance is documented and verified through daily sign-in sheets and attendance records for each enrolled JJAEP student. If a JJAEP student is detained/incarcerated, absent for a minimum of ten (10) consecutive school days, reported as a runaway, experiencing an extended illness or medical condition, or admitted to inpatient services, the student will be coded as inactive. Inactive status will not be counted as absent or present for JJAEP reporting purposes. Students maintained on inactive status for thirty (30) consecutive school days shall be withdrawn from the JJAEP on the thirty-first (31st) inactive day. The Participating District shall be notified in writing upon a student's placement into inactive status and prior to the student's withdrawal from the JJAEP due to exceeding the thirty (30) consecutive school days in inactive status.

The JJAEP must provide the Juvenile Probation Department with monthly attendance records for all students enrolled in the JJAEP. YISD agrees to complete and submit the **JJAEP MONTHLY ACTIVITY REPORT (MAR) (EXHIBIT "C")** no later than the 3rd calendar day of each month. If the 3rd calendar day falls on a weekend or holiday, submission is required on the next business day. YISD acknowledges that subsequent payments under this Agreement are contingent upon the data reported in the JJAEP attendance records and the Monthly Activity Report (MAR).

YISD agrees to serve youth up to the compulsory school attendance age, which has been raised to the student's 19th birthday. YISD shall implement attendance procedures that promote engagement by campus staff with families to identify and address the root causes of non-attendance. Parents or guardians must be notified promptly of any unexplained absences, followed by interventions such as phone calls and/or home visits to address recurring unexcused absences. If an underlying issue is identified, the JJAEP Campus Administrator or designee shall determine and implement appropriate Truancy Prevention Measures (TPMs) in alignment, to the greatest extend possible, with the El Paso County Truancy Prevention Plan. TPMs may include, but are not limited to, behavior-specific intervention plans, counseling, mediation, restorative practices, in-school suspension (ISS), or out-of-school suspension (OSS). If TPMs are unsuccessful and truancy persists, YISD shall refer the student to the District Attorney's Office or the appropriate Truancy Court authority within two (2) school days, as required for JJAEP students. YISD shall maintain written policies and procedures specifying which staff member is responsible for reporting student absences to the Participating District. Absences shall be reported via email at a frequency established by policy, and the JJAEP Administrator must be copied on all such email transmissions.

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

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

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

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

States Code § 1415(k) and Title 34 of the Code of Federal Regulations § 300.520), but only after a duly constituted Admission, Review, and Dismissal (ARD) or section 504 committee meeting is held. If the ARD or 504 committee determines that the alleged misconduct is not a manifestation of the student's disability, the student may be expelled for a minimum of seventy-five (75) school days. However, if the misconduct is determined to be a manifestation of the student's disability, the expulsion may not exceed **forty-five (45) school days**.

Participating Districts agree to invite a representative of the JJAEP Campus to attend the incoming JJAEP student's ARD or 504 committee meeting as a non-consensus member. The Participating District shall provide reasonable advance notice of the scheduled ARD or 504 committee meeting to both the JJAEP Campus Administrator and the JJAEP Administrator. As such, the JJAEP Campus Administrator or designee agrees to attend this ARD or 504 meeting, as participation is critical in preparing for the incoming student's special education service needs and ensuring continuity of services upon placement at the JJAEP.

For all students receiving special education services, the Participating District must provide the JJAEP with a complete copy of the student's most recent Admission, Review, and Dismissal (ARD) report. This documentation must include the full and current ARD meeting report, the manifestation determination ARD documentation, and the most recent special education eligibility evaluation.

If the JJAEP staff suspects that a student who has not been previously identified under IDEA may be eligible for special education services, the JJAEP shall refer the student to the student's home district for potential evaluation in accordance with applicable state and federal laws and regulations.

ESL SERVICES

The JJAEP, in collaboration with the sending Participating District, shall ensure that any student identified as a non-English-speaker or as an English as a Second Language (ESL) receive services and instructional support appropriate to their language proficiency needs. The determination of required services shall be made by the student's Language Proficiency Assessment Committee (LPAC) and must be based on documented assessment data. All LPAC and service plans must be formally documented and maintained in the student's educational records.

TRANSPORTATION SERVICES

Transportation of students attending the JJAEP shall be the sole and exclusive responsibility of the student's Sending Participating District. Under no circumstances shall the JJAEP or the Educational Fiscal Agent provide transportation for students referred by Participating Districts. While YISD may provide transportation for its own expelled students attending the JJAEP, it is not responsible for providing transportation to or from the JJAEP for students from other school districts, including those with disabilities who require transportation as a related service under an Individualized Education Program (IEP) or Section 504 Plan.

Before a student is recommended or referred for placement at the JJAEP, the Participating District must evaluate the student's access to reliable transportation and must develop a written transportation

plan. This transportation plan is a required condition of placement and must be completed and confirmed prior to initiating the referral process. The transportation plan must acknowledge and align with the YISD's board approved instructional calendar **(EXHIBIT "H")**, including all professional development days, early release days, holiday closures, inclement weather delays or closures, intersessions, Spring Break, and the start and end of the instructional year. Participating Districts are solely responsible for making necessary adjustments to their transportation plans to account for any calendar differences or conflicts with YISD.

It is the responsibility of the Participating District to notify the student's parents or guardians of the initial transportation plan and to communicate any subsequent changes in a timely manner. If transportation issues arise after the student's placement, an emergency meeting with be held with all parties involved, including the student's parents or guardians. Should transportation remain a continued barrier to attendance, the student may be exited from the JJAEP and returned to the Participating District for alternative placement or further action.

POLICY AND PROCEDURES AND STUDENT CODE OF CONDUCT

YISD shall implement the programmatic and procedural components of the JJAEP as outlined in the **EL PASO COUNTY JJAEP POLICIES, PROCEDURES, AND STANDARDS**, attached hereto as **(EXHIBIT "D").** All references within Exhibit D to "JJAEP Campus" shall refer specifically to YISD's JJAEP Campus, including its operations and staff, unless the context clearly indicates otherwise. YISD shall establish and enforce the **EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (EXHIBIT "E")** as a supplement to, but not a replacement for, the YISD Student Code of Conduct. This requirement is consistent with Texas Education Code § 37.001 and mandated by Texas Education Code § 37.011(c).

YISD, the JJAEP Campus, and the JJAEP Administrator agree to actively participate in collaborative efforts, including quarterly meetings, to discuss areas of concern, provide updates, address challenges, and review potential revisions to policies, procedures, and legislative changes that may impact JJAEP Campus operations and services. These meetings and activities shall also serve to inform enhancements or modifications to the El Paso County JJAEP Policies, Procedures, and Standards, the El Paso County JJAEP Student Code of Conduct, and the El Paso County JJAEP Interlocal Agreement. All such documents must be approved by the El Paso County Juvenile Board, the YISD Board of Trustees, and the School Boards of all Participating Districts, and must be submitted to the Texas Juvenile Justice Department (TJJD) in accordance with applicable regulations.

JJAEP EDUCATIONAL STAFF

JJAEP educational staff shall be employees of YISD and shall be subject to all applicable YISD personnel policies and the YISD Employee Code of Conduct. YISD further agrees to comply, as its sole expense, with Section 22.0834 of the Texas Education Code ("Criminal History Record Information Review of Certain Contract Employees"), along with applicable rules adopted by the

Texas Commissioner of Education, High School/College Board policies, and other related regulations. YISD shall certify that all "Covered Employees" and JJAEP staff members do not have a "Disqualifying Criminal History" as defined under applicable law. YISD shall ensure that all JJAEP staff, including temporary, seasonal, substitute employees, and volunteers have successfully completed and passed a criminal background check **prior to having any "direct" contact with JJAEP students**. YISD agrees that all assigned JJAEP employees (including substitutes that will work within a JJAEP for six (6) weeks or more) shall attend both the JJAEP New Employee Orientation and the JJAEP Annual Refresher Training, as applicable.

YISD agrees to complete the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** for each employee assigned to work with JJAEP students. YISD will provide verification that all required certifications are current and that the employee has completed the necessary training as required by this agreement. The form must be completed and signed by an authorized Human Resources representative certifying that the employee meets all qualifications for the position held. For returning YISD employees, the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** shall be re-certified annually and submitted to the Juvenile Probation Department no later than October 15th of each year.

In accordance with Texas Administrative Code, Chapter 348.200(g)(4), YISD shall ensure adequate supervisory staffing levels. All JJAEP employees, including long-term substitutes (six weeks or more), who do not meet the "professional" designation (e.g., certified teachers, student aides, paraprofessionals, nurses, physicians, commissioned law enforcement officers) must maintain current certifications in Crisis Prevention Intervention (CPI), CPR, and First Aid through YISD-provided training. Teacher aides and Community in School (CIS) Coordinators are exempt from obtaining the Community Activities Officer (CAO) certification requirement, as they are not employed by a juvenile probation department or juvenile facility.

Pursuant to Texas Administrative Code § 350.100, the JJAEP is considered a Juvenile Justice Program. As such, all YISD personnel assigned to the JJJAEP must comply with the standards set forth in Texas Administrative Code, Chapter 358 regarding the identification, reporting, and investigation of abuse, neglect, exploitation, death, and serious incidents. YISD shall ensure that all JJAEP staff, including administrators, are trained on these standards and fully understand the timelines and procedures for reporting. Additionally, all staff must adhere to the Prison Rape Elimination Act (PREA) and uphold a strict zero-tolerance policy regarding any form of physical, emotional, or sexual abuse.

In the event of a reportable incident, YISD personnel must complete and submit the **TJJD INCIDENT REPORT FORM (EXHIBIT "G")** and the **TJJD INTERNAL INVESTIGATION REPORT FORM (EXHIBIT "G-1")**. These forms, along with any supporting documentation, must be transmitted via email and phone call to: 1-877-786-7263 and abuseneglect@tjjd.texas.gov , as well as to the Juvenile Probation Department /County. YISD shall also report such incidents to local law enforcement as required under Chapter 348 and 358 of the Texas Administrative Code and must notify the JJAEP Administrator via email immediately but not later than the next business day.

RECORDS AND RETENTION

YISD shall maintain, and make available for inspection, audit, or reproduction by an authorized representative of El Paso County, the El Paso County Juvenile Probation Department, the State of Texas, or the Federal Government, all books, documents, and other records pertaining to the costs and expenses of operating the JJAEP under this Agreement, hereinafter called the "Records". These records shall be maintained and retained for a minimum of seven (7) years following the end of the contract period. If any litigation, claim, or audit involving these "Records" is initiated before the end of the seven (7) year period, YISD shall retain the "Records" until all such matters are resolved or until the seven (7) year period ends, whichever is later.

SUPPLEMENTARY PROGRAM FUNDING

Each Participating District agrees to allow YISD to apply for eligible State grant funding for the JJAEP and to reasonably cooperate in the grant application process. Any funds obtained from the State shall be utilized primarily to offset educational expenses incurred by the Participating Districts, including YISD. Any remaining funds may be allocated for the expansion and improvement of the JJAEP.

EFFECTIVE DATE

This Agreement shall become effective on July 28, 2025, regardless of the date of execution by the parties. The parties agree that the authorized signature of any additional Participating District joining this Agreement by counterpart shall constitute a binding commitment and shall be effective as to all signatories once executed by YISD.

TERMINATION

This Agreement shall remain in effect through July 27, 2026. Either the "Board" or "YISD" may terminate this Agreement by providing one-hundred eighty (180) days' written notice of termination. Notice of termination by any Participating District shall apply solely to that district and shall take effect at the conclusion of the then-current contract year. The Agreement may be renewed for a maximum of two (2) additional one (1) year terms upon written agreement by the YISD and the El Paso County Juvenile Board.

YISD, the Participating Districts, and the Juvenile Board agree that changes to the JJAEP Policies, Procedures and Standards, JJAEP Student Code of Conduct, or this JJAEP Interlocal Agreement, may be made with the written agreement of YISD and the El Paso County Juvenile Board.

NOTICE

All notices under this Agreement shall be sent by certified mail, return receipt requested, to the individuals identified in the attached contact listing, which is incorporated herein. Any Participating

District joining the Agreement by counterpart shall also identify a designated representative for notice purposes.

SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, such provision shall be severed, and the remainder of the Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties. Any prior oral or written agreements are hereby superseded and merged into this Agreement.

INSPECTION OF RECORDS

Upon request, all "Records" maintained by YISD under this Agreement shall be available for inspection at a mutually agreed-upon time, subject to applicable privacy laws including the Family Educational Rights and Privacy Rights Act (FERPA) as outlined in Title 20 of the United States Code § 1232(g), and the Texas Government Code Chapter 552, Public Information Act. The requesting party shall bear the cost of any such inspection or copying.

EXECUTION

This Agreement may be executed jointly or in counterparts. The signature of an authorized representative of any Participating District, whether or not named herein, shall constitute a binding commitment, provided that the Agreement is also executed by YISD**.**

EQUAL EMPLOYMENT POLICIES

YISD affirms its status as an equal opportunity employer and does not discriminate on the basis of race, color, national origin, religion, sex, disability, genetic information, or age in its programs, activities, or employment.

FAILURE TO PAY

In the event the Board fails to make timely payments to YISD under the terms and conditions of this Agreement within the times set forth herein, YISD may terminate this Agreement, but only if the Board has failed to make such payments following thirty (30) days' written notice to cure from YISD. YISD may not terminate this Agreement after giving such notice unless YISD has first made itself available to meet with the Board to attempt in good faith to resolve the matter.

IMMUNITY

Nothing herein shall waive or reduce the sovereign immunity of the parties hereto or broaden the limited waiver of immunity provided by the Texas Tort Claims Act (TTCA) and the Texas Education Code § 37.011(o).

CHANGE OF CAMPUS LOCATION

Notice of any campus location changes shall be provided at least thirty (30) days in advance or as soon as possible thereafter. An amendment to this Agreement shall not be required solely due to a change in campus location.

CONFLICT RELATED DOCUMENTS

In the event of any conflict or inconsistency among related documents, the following order of precedence shall apply: The El Paso County Juvenile Probation Department Policies, Procedures and Standards for the Juvenile Justice Alternative Education Program and its accompanying exhibits.

YISD INTERLOCAL SY 2025-2026
CONTACTS AND ADDRESS INFORMATION

School District	Address
Clint Independent School District James R. Pendell, Board President	14521 Horizon Boulevard El Paso, Texas 79928
Fabens Independent School District Luis “Charlie” Estrada, Board President	821 NE "G" Avenue Fabens, Texas 79838
San Elizario Independent School District Eduardo Chavez, Board President	1050 Chicken Ranch Road San Elizario, Texas 79849
Socorro Independent School District Michael A. Najera, Board President	12440 Rojas Drive El Paso, Texas 79928
Tornillo Independent School District Marlene Bullard, Board President	19200 Cobb Avenue Tornillo, Texas 79853
Ysleta Independent School District Carlos Bustillos, Board President	9600 Sims Drive El Paso, Texas 79925
El Paso Independent School District Leah Hanany, Board President	1014 N. Stanton Street El Paso, Texas 79902
Anthony Independent School District Angel J. Cuellar, Board President	840 6th Street Anthony, Texas 79821
Canutillo Independent School District Armando Rodriguez, Board President	7965 Artcraft Road El Paso, Texas 79932
El Paso County Juvenile Probation Department Rosie Medina, Chief Juvenile Probation Officer	6400 Delta Drive El Paso, Texas 79905
El Paso County Juvenile Board Honorable Selina Saenz, Chairperson	500 E. San Antonio Avenue, Suite 1105 El Paso, Texas 79901

JJAEP SY 2025-2026 INTERLOCAL EXHIBIT LISTING

EXHIBIT A - MANDATORY EXPULSIONS OFFENSE CODES

EXHIBIT B - JJAEP SCHOOL RECORDS REQUEST FORM

EXHIBIT C - JJAEP MONTHLY ACTIVITY REPORT (MAR)

EXHIBIT D - EL PASO COUNTY JUVENILE PROBATION DEPARTMENT JJAEP POLICIES, PROCEDURES, AND STANDARDS

EXHIBIT E - EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (SCC)

EXHIBIT F - JJAEP HR RECORDS AND CERTIFICATION FORM

EXHIBIT G - TJJD INCIDENT REPORT FORM

EXHIBIT G-1 - TJJD INTERNAL INVESTIGATION REPORT FORM

EXHIBIT H - YISD 2025-2026 SCHOOL CALENDAR

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

EL PASO COUNTY JUVENILE BOARD

By: 
Honorable Judge Selina Saenz
El Paso County Juvenile Board Chair
65th District Court Judge

Date: July 31, 2025

APPROVED AS TO CONTENT:


Chief Juvenile Probation Officer, Rosie Medina

8/1/2025
Date

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST: **YSLETA INDEPENDENT SCHOOL DISTRICT**

By:_____ By:_____
Connie Woodruff, Board Secretary Carlos Bustillos, Board President

Date:_____ Date:_____

Chief Counsel for YISD

By:_____ Date:_____
Priscilla Mata

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

By:_____
Board Secretary

Date:_____

EL PASO INDEPENDENT SCHOOL DISTRICT

By:_____
Ms. Leah Hanany, Board President

Date:_____

Approved as to form:

General Counsel for EPISD



Signed: Friday, September 26, 2025

By: _____
Jeanne C. Collins

Date: _____

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

By:_____
Board Secretary

Date:_____

EL PASO INDEPENDENT SCHOOL DISTRICT

By:_____
Ms. Leah Hanany, Board President

Date:_____

JUVENILE JUSTICE ALTERNATIVE EDUCATION (JJAEP) MANDATORY OFFENSES

SY 2025-2026

Offense Description	Offense Type
Unlawful Weapon: Handgun [PC 46.02(a)]	Mandatory
Unlawful Weapon: Location-Restricted Knife [PC 46.02(a-4)] (For students who are under the age of 18)	Mandatory
Prohibited Weapon: Explosive Weapon [PC 46.05(a)(1)(A)]	Mandatory
Prohibited Weapon: Machine Gun [PC 46.05(a)(1)(B)]	Mandatory
Prohibited Weapon: Short-Barrel Firearm [PC 46.05(a)(1)(C)]	Mandatory
Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05(a)(2)]	Mandatory
Prohibited Weapon: Chemical Dispensing Device [PC 46.05(a)(3)]	Mandatory
Prohibited Weapon: Zip Gun [PC 46.05(a)(4)]	Mandatory
Prohibited Weapon: Tire Deflation Device [PC 46.05(a)(5)]	Mandatory
Prohibited Weapon: Improvised Explosive Device [PC 46.05(a)(6)]	Mandatory
Aggravated Assault [PC 22.02]	Mandatory
Sexual Assault [PC 22.011]	Mandatory
Aggravated Sexual Assault [PC 22.021]	Mandatory
Arson [PC 28.02]	Mandatory
Murder [PC 19.02]	Mandatory
Capital Murder [PC 19.03]	Mandatory
Attempted Murder or Capital Murder [PC 15.01]	Mandatory
Indecency with a Child [PC 21.11]	Mandatory
Kidnapping [PC 20.03]	Mandatory
Aggravated Kidnapping [PC 20.04]	Mandatory
Robbery [PC 29.02]	Mandatory
Aggravated Robbery [PC 29.03]	Mandatory
Manslaughter [PC 19.04]	Mandatory
Criminally Negligent Homicide [PC 19.05]	Mandatory
Continuous Sexual Abuse of Young Child or Disabled Individual [PC 21.02]	Mandatory
Felony Drug Offense (excluding Marijuana or THC) [HSC 481]	Mandatory
Burglary [PC 30.02]	Mandatory
Assault Causing Bodily Injury to School Employee or Volunteer [PC 22.01(a)(1)]	Mandatory
Exhibit, Use, or Threaten to Exhibit or Use Firearm [PC 37.125]	Mandatory

****Mandatory Placements Expanded Under HB6****

César Chávez Academy

7814 Alameda Ave., El Paso, TX 79915
Main: (915) 434-9600 Fax: (915) 434-9833

Reason Code: _____
Action Code: _____

REVISED 2/22/22

Intake Date: _____Time: _____

Exit Date: _____

Please make sure all fields are complete and all documents are sent to CCA, if not this could delay the students intake date.

JJAEP Intake Packet Checklist

Date: _____ Home School: _____

Student Name: _____ Student ID# _____ Grade: _____

Home Address: _____ DOB: _____ SS# _____-_____-_____

Reason for Placement: _____ **Placement:** Mandatory or Discretionary **(circle one)**

Police Case Number: _____ Probation: Yes / No If Yes, P.O. Name: _____

Special Education: Yes/No
MD ARD Date: _____ **BIP: Yes / No**

504: Yes / No Manifestation Date: _____
GT: Yes / No Furlough: _____ Exit: _____ Date: _____

English Language Learner: Yes/No

- ☐ Birth Certificate
- ☐ Social Security
- ☐ Student Demographic (copy of enrollment card)
- ☐ Discipline History
- ☐ Copy of JJAEP offense discipline referral
- ☐ Immunization Record
- ☐ Class Schedule
- ☐ Grades in Progress
- ☐ Latest Grade Report (9 weeks report card)
- ☐ Home Language Survey Card
- ☐ Course History/Transcript ***(high school only)***
- ☐ Audit Sheet ***(high school only)***
- ☐ **STAAR/SAT/ACT/EOC** Scores
- ☐ Completed Withdrawal Form

Referring administrator's name: _____ Phone: _____

Person completing checklist: _____ Phone: _____

☐ CCA Registrar reviewed paperwork on: _____
Date

☐ Paperwork Accepted ☐ Paperwork Declined Reason: _____

Accepted/Declined by: _____ _____
CCA Official Signature **Date**

Ysleta independent School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs, activities or employment.

Juvenile Justice Alternative Education Program
Monthly Activity Report

TEXAS JUVENILE JUSTICE DEPARTMENT

County: _____ **Date:** _____

Person Preparing Form: _____ **Title:** _____

Month Ending: _____ **Phone:** _____

Activity During the Reporting Period	*Mandatory Expulsions*	*Discretionary Expulsions*	*Other Students**
Total number of days program operated			
Total number of actual student attendance days			
Total number of actual student absences			
Total number of Inactive days			
Number of students in program at beginning of reporting period			
Number of students added			
Number of students exited			

* "Other Students" denotes a child enrolled in JJAEP who has not been expelled from school (i.e. court ordered).

ALL BLANK SPACES SHOULD BE COMPLETED MONTHLY.

Return this Report To:

Texas Juvenile Justice Department
Division of Probation and Community Services - JJAEP
Post Office Box 12757
Austin, TX 78711

Fax: (512) 490-7715

Juvenile Justice Alternative Education Program Monthly Activity Report

TEXAS JUVENILE JUSTICE DEPARTMENT

Form Descriptions:

Report Period - The month and year for which you are supplying information.

Total Number Of Days Program Operated - The number of actual operation days during the report period.

Total Number Of Actual Student Attendance Days - The total for the report period and account for each day each student is in actual attendance at the JJAEP. Students must be present at least 4 hours to be counted.

Total Number Of Actual Student Absences - The total for the report period and account for each day each student is actually not in attendance.

Total Number Of Inactive Days - The total for the report period and account for each day each student is maintained as enrolled and not counted as absent or present from the JJAEP.

Number Of Students In Program At Beginning Of Reporting Period - The number of students active in the program on the 1st day of the month (should equal the number in program at ending of report period of the previous month).

Number Of Students Added - The number of students added to the program during the reporting period.

Number Of Students Exited - The number of students who left the program during the month.

Definitions:

Mandatory Expulsions:

This category should only include those students expelled under §37.007 (a), (d) or (e) of the Texas Education Code.

Discretionary Expulsions:

This category should only include students expelled under §37.007 (b), (c), or (f) of the Texas Education Code. This also includes §37.0081 Title 5 Felony offenses and §37.0081 Aggravated Robbery "*Off Campus"* (Penal Code 29.03).

Other:

This category should only include non-expelled students, including Registered Sex Offenders under §37.309. These are students that are typically placed in the JJAEP via a condition of probation or in rare instances voluntarily attend the JJAEP.

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT POLICIES AND PROCEDURES FOR THE JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

Ysleta Independent School District, El Paso County Juvenile Probation Department

6/30/2025

Contents

TEXAS JUVENILE JUSTICE DEPARTMENT STANDARDS §348 3
§348.102 DEFINITIONS 3
§348.104 INTERPRETATION AND APPLICABILITY 4
§348.106 WAIVERS AND VARIANCES 4
§348.200 PROGRAM ADMINISTRATION AND ORGANIZATION 5
(a) Mission of the JJAEP. 5
(d) Research Studies and Experimentation. 6
(e) JJAEP Performance Review 7
348.104 (f) MANAGEMENT REVIEW. 8
348.200 (g) REQUIRED STAFF MEMBERS 9
PROCEDURE – DUTIES OF THE JJAEP ADMINISTRATOR 10
348.200 (2) INSTRUCTIONAL STAFF MEMBERS. 10
(3) CASEWORKERS. 12
(h) VERIFICATION DOCUMENTATION. 13
§348.202 PERSONNEL ADMINISTRATION 15
(a) PERSONNEL RECORDS. 15
(c) NEW EMPLOYEE ORIENTATION 16
(d) CRIMINAL HISTORY AND BACKGROUND CHECKS. 17
DISQUALIFYING CRIMINAL HISTORY 17
§348.204 DATA COLLECTION AND CASE FILE INFORMATION 18
(a) DATA COLLECTION AND REPORTING. 18
(b) ENGLISH AS A SECOND LANGUAGE (ESL). 23
(c) SECTION-504-ELIGIBLE STUDENTS. 24
(e) COUNSELING. 25
(f) MEALS. 26
(g) MEDICAL. 26
§348.212 INTER-LOCAL COOPERATION. 29
§348.214 PHYSICAL PLANT POLICY 36
§348.216 SAFETY, SECURITY AND EMERGENCY RESPONSES 37
(a) SECURITY PLAN. 37
SCHOOL BUS TRANSPORTATION 39
EMERGENCY SITUATIONS: 40
F. MEDICAL EMERGENCIES 43
JJAEP CLOSURE 45
SEARCHES 47
PROCEDURE-CLOTHED/PATDOWN SEARCHES 47
CONTRABAND 49

DISCIPLINARY OFFENSES 51
WEAPONS 51
§348.218 RESTRAINT REQUIREMENTS 51
MECHANICAL RESTRAINTS 53
APPROVED PERSONAL RESTRAINT TECHNIQUE 53
Restraint Prohibitions 56
Restraint Documentation. 55
SERIOUS INCIDENTS 56
358 ANE DEFINITIONS 56
POLICY 58
APPLICABILITY: 58
SIGNAGE: 60
§358.300 IDENTIFYING AND REPORTING ABUSE, NEGLECT OR EXPLOITATION, AND DEATH: 60
1. Duty to Report: 60
2. Reporting Time Frames: 60
3. Methods for Reporting: 60
§358.320. CONTACT TO PARENTS BY SCHOOL ADMINISTRATOR 60
§358.340. PREVENTIVE MEASURES AND REPORTING OF ALLEGATIONS BY STUDENTS 60
§358.360 ALLEGATIONS OUTSIDE OF THE JUVENILE JUSTICE SYSTEM: 62
§358.400 INTERNAL INVESTIGATIONS: 62
INTERNAL INVESTIGATOR(S) 62
INTERNAL INVESTIGATION PROCEDURES 61
ALLEGATIONS AGAINST EMPLOYEES 62
WRITTEN AND ELECTRONICALLY RECORDED STATEMENTS 63
ASSIGNMENT OR ADMINISTRATIVE LEAVE DURING INVESTIGATIONS: 63
§358.460 CORRECTIVE MEASURES 63
§358.500 INTERNAL INVESTIGATION REPORT AND COMPONENTS (APPENDIX Q) 63
CONCLUSION OF INVESTIGATIONS AND REPORTING OF FINDINGS: 64
§358.840 SUBMISSION OF INTERNAL INVESTIGATIONS REPORT 64
§358.220 ABUSE, NEGLECT AND EXPLOITATION DATA COLLECTION 65
§358.600 SERIOUS INCIDENTS 65
§358.620 MEDICAL DOCUMENTS FOR SERIOUS INCIDENTS 66
STUDENT CODE OF CONDUCT.
A. ADOPTION 66
B. NOTICE TO STAFF, STUDENT, PARENT/GUARDIAN 67
C. DISCIPLINE AND SANCTIONS 67
D. DISCIPLINE MANAGEMENT TECHNIQUES 67
§348.300 TJJD PERFORMANCE REPORTS 74

TEXAS JUVENILE JUSTICE DEPARTMENT STANDARDS §348
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAMS

§348.100 PURPOSE

This chapter establishes minimum operational, programmatic, and educational standards for juvenile justice alternative education programs in Texas.

In accordance with Texas Education Code, Section 37.011(h), it is required on an annual basis that the Texas Juvenile Justice Department (TJJD), with the agreement of the Commissioner of Education, develop and implement a system of accountability consistent with Chapter 37 of the Texas Education Code to ensure that students make progress toward grade level while attending the Juvenile Justice Alternative Education Programs (JJAEP).

§348.102 DEFINITIONS

When used in this chapter, the following words and terms have the following meanings unless the context clearly indicates otherwise.

(1) Absent Days--The actual number of instructional days a student enrolled in the JJAEP is not in attendance for a minimum of four (4) hours.
(2) Attendance Days--The actual number of instructional days a student enrolled in the JJAEP is in attendance for a minimum of four (4) hours.
(3) Community Activities Officer--The definition assigned by Texas Administrative Code §344.100.
(4) Inactive Status--Attendance status assigned to a student in which the student remains enrolled but is not counted as absent or present.
(5) Intensive Physical Activity--Rigorous physical activity that involves rhythmic, repetitive physical movement that uses large muscle groups and results in an increase in heart rate and respiration. This term does not include activities required as part of a physical education class.
(6) JJAEP Administrator-- A juvenile probation department employee designated by the chief administrative officer or governing board of a juvenile probation department as the person responsible for the overall management of the JJAEP.
(7) JJAEP Electronic Data Interchange (EDI) Extract--An automated process to extract and submit modified case records from the juvenile probation department's case management system to TJJD.
(8) JJAEP Staff Member--Any full-time, part-time, temporary, or seasonal employee or volunteer performing JJAEP-related duties.
(9) Juvenile Justice Alternative Education Program (JJAEP)--An educational program operated by the juvenile board designated to serve students pursuant to Chapter 37, Education Code.
(10) Juvenile Probation Department (Department)--The definition assigned by Texas Administrative Code §344.100.
(11) Juvenile Probation Officer--The definition assigned by Texas Administrative Code §344.100.
(12) Juvenile Supervision Officer--The definition assigned by Texas Administrative Code §344.100.
(13) Sending School District--The school district that sends the notice of expulsion and/or documentation needed for a student to enroll in a JJAEP.
(14) TJJD--The Texas Juvenile Justice Department.
(15) Exit Reason--The reason a student exits the JJAEP program. A student shall be accounted for in only one of the following categories:

- **(A)** Completed program/returned to home school--The student's term of expulsion has expired or has been terminated early by the home school district.
- **(B)** Completed program/term of probation expired--The student has returned to the home school district due to the expiration of the probation order or the term of probation placement in JJAEP ended.
- **(C)** Completed program/term of placement ended--The student has returned to the home school district due to the termination of both expulsion status and probation status.

(D) GED Completion--The student has successfully tested and passed the high school equivalency examination.
(E) Graduated--The student has completed all necessary requirements to receive a high school diploma.
(F) Left Program Incomplete--The student has been terminated from the program due to:
- **(1)** a probation modification or revocation;
- **(2)** an out-of-home placement;
- **(3)** being held in juvenile detention;
- **(4)** being held in jail;
- **(5)** absconding (violation of conditions of release from detention or court order);
- **(6)** being committed to the Texas Juvenile Justice Department;
- **(7)** being committed to the Texas Department of Criminal Justice; or
- **(8)** being truant or a runaway.

(G) Other--The student left the program due to an out-of-county move, death, medical reason, other non-delinquency reason, or withdrew to enroll in another educational program that is not provided by the student's home district (i.e., expelling school).

§348.104 INTERPRETATION AND APPLICABILITY

(a) When used in this chapter, the words "including" and "includes" are to be understood as introducing a non-exhaustive list, unless the context clearly indicates otherwise. **(b) Applicability**. This chapter applies to JJAEPs operated under Section 37.011, Education Code. **(c) Records Retention**. For purposes of this chapter, any standard that requires documentation to be maintained but does not specify the length of the retention period means at least two years past the end of the school year in which the student exited the JJAEP unless the local records retention schedule specifies a longer retention period. **(d) Policies and Procedures**. Any policy or procedure required by this chapter must be established by the juvenile board that is responsible for the operation of the JJAEP. **(e) Parent Notifications**. (1) Any requirement in this chapter for the JJAEP to provide a notice to a student's parent, guardian, or custodian applies only if: (A) the student is under 18 years of age; or (B) the student is 18 years of age or older and: (i) has provided written consent; (ii) the student has a disability and has authorized the parent, guardian, custodian, or other designated individual to receive the notification under a supported decision-making agreement, as referenced in Chapter 1357, Estates Code; (iii) the student is a dependent student as defined in Section 152 of the Internal Revenue Code and the notice relates to education services; or (iv) the notification is one that the parent would have received under the Individuals with Disabilities Education Act before the student reached 18 years of age. (2) Any notifications provided under paragraph (1)(B) of this subsection to a parent, guardian, or custodian without the written consent of a student who is at least 18 years of age must also be provided to the student.

§348.106 WAIVERS AND VARIANCES

Unless expressly prohibited by another TJJD standard, an application for a waiver or variance of any standard in this chapter may be submitted in accordance with Texas Administrative Code §349.200.

The El Paso County Juvenile Board may request a waiver from the Texas Juvenile Justice Department (TJJD) for one or more standards under this Chapter, excluding those mandated by statute or the Constitution. The request must include a detailed plan to achieve compliance by a specified date, along with a justification explaining why immediate compliance is not feasible. Waivers may be granted for a period not to exceed two (2) years and may be issued pursuant to a grant contract with counties that are not required to operate a JJAEP. If the TJJD defers waiver authority to the local juvenile board, such as during a pandemic or natural disaster, the Juvenile Court Judge may approve waivers for specific standards that cannot be met within the designated time frames.

§348.200 PROGRAM ADMINISTRATION AND ORGANIZATION

(a) Mission of the JJAEP. (1) Academically, the mission of the JJAEP shall be to enable students to perform at grade level. (2) The mission statement must be located in the JJAEP's policies and procedures manual and in the student code of conduct. **(b) Policies and Procedures.** (1) The JJAEP must: (A) have written policies and procedures that govern all aspects of the operation of the program, including personnel, administration, programming, training, and any other program requirement included in this chapter; (B) be operated according to the written policies and procedures; and (C) submit the written policies and procedures to TJJD for review and comment at the following times: (i) no later than October 1 of each year; and (ii) upon request from TJJD. (2) The written policies and procedures must be readily accessible to every JJAEP staff member. **(c) Memorandum of Understanding.** (1) The juvenile board must annually enter into a memorandum of understanding with each participating school district. The memorandum of understanding must address the items listed in Section 37.011(k), Education Code. (2) The memorandum of understanding must be submitted to TJJD annually no later than October 1.

The El Paso County Juvenile Board is responsible for approving and implementing the policies and procedures governing the Juvenile Justice Alternative Education Program (JJAEP). The El Paso County Juvenile Justice Alternative Education Program must operate in accordance with these policies and procedures, which address all aspects of program operations. The JJAEP Administrator shall ensure that all written policies and procedures are made available to all JJAEP employees, and documentation of acknowledgment of receipt shall be maintained in each employee's personnel or training file.

The Ysleta Independent School District (YISD) shall provide the facilities, personnel, and services necessary to operate on behalf of the Juvenile Board, a JJAEP approved by the Texas Juvenile Justice Department (TJJD), as outlined under Chapter 348 of the Texas Administrative Code and as permitted under § 37.011(e) of the Texas Education Code ("JJAEP Services"). The educational components of the JJAEP, including but not limited to online instruction and distance learning, shall be governed by policies adopted by the YISD Board of Trustees. The JJAEP shall adhere to the programmatic and operational components outlined in the El Paso County JJAEP Policies and Procedures, as well as the applicable standards set forth in the Texas Administrative Code.

The standard school day for the JJAEP is as follows:
- High School: 8:00 a.m. - 3:15 p.m.
- Middle School: 8:30 a.m. - 3:45 p.m.

Any deviation from scheduled times must be reported to the JJAEP Administrator.

The JJAEP must continue to provide the personnel and services required to operate the JJAEP and shall implement a Continuity of Operations Plan (COOP) to maintain educational services in accordance with guidance from the Texas Education Code, Texas Education Agency, Texas Juvenile Justice Department, Department of Public Health, and the Local Health Authority. This includes responding to changes resulting from pandemics or natural disasters. YISD shall provide the JJAEP Administrator with all relevant documentation related to online instruction, curriculum, attendance, and student progress. In the event if a pandemic or other emergency, YISD shall also provide a JJAEP specific Plan of Action detailing instructional models (synchronous/asynchronous, traditional, hybrid, or online), student and staff safety protocols, transportation, meals, search procedures, attendance tracking, and any other operational considerations. This plan must be submitted before the start of the school year and updated as necessary thought the year.

PROCEDURE

Written policies and procedures governing all facets of the JJAEP's operation, including but not limited to personnel, administration, programming, training, and compliance with Chapter 348 of the Texas Administrative Code shall be maintained and followed. The El Paso County JJAEP Policies, Procedures, and Standards are incorporated as **EXHIBIT A** of the JJAEP Interlocal Agreement between the Juvenile Probation Department and participating ISDs. This inclusion facilitates compliance with TJJD requirements and clarifies both TJJD and YISD expectations. The JJAEP Policies and Procedures must be submitted to TJJD for review no later than October 1 of each year, and upon request.

1. JJAEP Policies and Procedures, JJAEP Student Code of Conduct, and applicable program forms shall be copied onto electronic storage devices and provided to the JJAEP Campus for provision to all newly hired regular status employees, temporary employees, and both short and long-term substitutes prior to having direct contact with JJAEP students.
2. The JJAEP Summary of Policies and Procedures **(APPENDIX A)** and JJAEP Student Code of Conduct **(APPENDIX B)** must be reviewed with each staff member by a Campus Administrator or designee prior to ***any*** contact with JJAEP students.
3. Policy review shall occur upon the employee's first arrival at the JJAEP Campus, with instructions to complete the review before attending the scheduled JJAEP New Employee Orientation (NEO).
4. All new employees including regular staff, temporary employees, and substitutes must sign and date the JJAEP Summary of Policies and Acknowledgment Form **(APPENDIX C)** to document compliance with §348.202 and §348.224 of the Texas Administrative Code. The form also instructs employees to review the entire policies before attending the JJAEP New Employee Orientation (NEO).
5. Short-term substitutes assigned to the JJAEP for less than six (6) weeks are only required to review and acknowledge receipt of the JJAEP Summary Form of Policies and Procedures and the JJAEP Student Code of Conduct. Attendance at the JJAEP New Employee Orientation (NEO) is not required.
6. All other employees, including new regular status ISD employees and long-term substitutes assigned or expected to work at the JJAEP for more than six (6) weeks (continuously or intermittently), must attend the JJAEP New Employee Orientation (NEO) within two (2) weeks of their assignment.
7. The JJAEP Administrator or designee shall conduct the JJAEP New Employee Orientation (NEO), prioritizing a review of the most critical policy and procedural components
8. As part of the JJAEP annual refresher and staff development training held at the beginning of the school year, the JJAEP Administrator shall provide each JJAEP staff with either an electronic storage device or a shared digital link containing the TJJD standards, JJAEP Policies and Procedures, JJAEP Student Code of Conduct, the current JJAEP Interlocal Agreement, applicable training presentations, and all necessary forms and contact information necessary for the effective operation of the program.
9. Upon receipt of the electronic storage device or shared digital link, each employee shall sign and date the required acknowledgment form **(APPENDIX C).**
    a. If the summary of policies and storage device or digital link is provided as part of new hire process, the Campus Administrator or designee shall sign the acknowledgement form as witness and obtain the employee's signature. Copies of the signed form shall be provided to the employee and Campus Administration, with a copy forwarded to the JJAEP Administrator by the end of the workday. The original acknowledgment form shall be retained by the JJAEP Campus Administrator.
    b. If the electronic storage device or digital link is distributed during the annual refresher, the JJAEP Administrator shall sign the acknowledgment form as the witness and obtain the employee's signature. Copies of the acknowledgment form shall be provided to the employee and Campus Administration, and the original shall be retained and scanned by the JJAEP Administrator.
10. YISD administrative personnel shall advise in writing when ISD personnel policies conflict and will result in non-compliance with the JJAEP Interlocal Agreement, policies, or TJJD standards. Such notification is required by October 1 of each year and will require the state and/or JPD chain of command to be notified for further discussion to determine an appropriate course of action.
11. YISD shall ensure that security and control procedures are in place at every JJAEP location. This will be done in accordance with Section 348.216 of the Texas Administrative Code: Security and Control.
12. Campus Administrators are responsible for ensuring all new and long-term staff becomes thoroughly familiar with the JJAEP Program and the contents of the JJAEP Policies and Procedures Manual to maintain student and staff safety.
13. Campus Administrators shall actively promote compliance and address instances of internal non-compliance with JJAEP standards.

(d) Research Studies and Experimentation. The JJAEP must adhere to requirements established by Texas Administrative Code §341.200 regarding research studies and experimentation involving students in JJAEPs.

POLICY

The El Paso County JJAEP does not currently engage in research studies. Should a research proposal be considered in the future, it must be reviewed and approved by the Chief Juvenile Probation Officer and/or the Juvenile Board to ensure alignment with TJJD standards and departmental policies.

PROCEDURE

1. Students may voluntarily participate in approved research studies only with the prior written consent of their parent, guardian, or custodian. A copy of the signed consent form shall be maintained in the student's electronic file. Participation is strictly voluntary, and refusal to participate shall not result in any adverse consequences for the student.
2. Under no circumstances shall stimulants, tranquilizers, or psychotropic drugs be administered for experimental or research purposes.
3. Participation in any form of medical, pharmaceutical, or cosmetic research programs is strictly prohibited by the department.

(e) JJAEP Performance Review. The juvenile board and the JJAEP Administrator must conduct an annual performance review of the JJAEP between the conclusion of the school year and prior to the beginning of the next school year to determine the effectiveness of the program. (1) The information reviewed must include: (A) the number of student entries and exits during the previous school year; (B) the reason for student entries and exits during the previous school year; (C) the number of students who entered the program during the previous school year who were eligible for special education services; (D) student academic performance as measured by passing rates and, if applicable, half-credits earned for students who exited the program during the previous school year; (E) attendance rates for the entire length of enrollment for students who exited the program during the previous school year; (F) assessment scores for mathematics and reading as measured by the TJJD-required pre-test and post-test scores, if applicable, for students who exited the program during the previous school year; (G) the number of new arrests or referrals that occurred during the entire length of enrollment for students who exited the JJAEP during the previous school year; and (H) the number of restraints by type (i.e., mechanical or personal) during the previous school year. (2) A written report must be completed that includes the data listed in paragraph (1) of this subsection, an analysis of the JJAEP's effectiveness, and any changes to be implemented as a result of the review. (3) The report must be submitted to TJJD no later than October 1.

POLICY

The El Paso County JJAEP Administrator and the Juvenile Board shall complete an Annual Performance Review at the conclusion of each academic year and prior to the start of the subsequent academic year. The Annual Performance Review aims to assess the program's effectiveness and overall performance in fulfilling the mission of the JJAEP.

The JJAEP Annual Performance Review consists of statistical, academic, and non-academic performance measures, reflecting both short-term and intermediate outcomes students served through the program. The finalized review shall be presented to the Juvenile Board for review and approval before submission to the Texas Juvenile Justice Department (TJJD), the YISD School Board, and the YISD Superintendent. The report must be submitted to TJJD no later than October 1 each year. Upon submission, a copy will be disseminated to key stakeholders.

PROCEDURE

In addition to measures required by the standards, the El Paso County JJAEP will also collect and analyze the following data throughout the school year:

1. Number of students entering and exiting the program;
2. Reasons for student entries and exits;
3. Number of students identified as eligible for special education services;
4. Academic performance of students, including passing rates and earned half credits (if applicable) for those who exited;
5. Attendance rates for the duration of each student's enrollment;
6. Assessment scores for mathematics and reading as measured by the IOWA;

7. Number of new arrests or referrals incurred during the entire length of enrollment for students who exited the program;
8. Number and type of restraints used (e.g., mechanical, or personal) throughout the school year;
9. Number of JJAEP Family Program Orientations conducted;
10. Number of JJAEP Exit Transition Meetings held with participation from the student, parent/guardian, assigned Juvenile Probation Officer, and JJAEP Campus representative;
11. Number of students who successfully complete their Court-Ordered Probation or Deferred Prosecution terms during or following their JJAEP enrollment;
12. Number of New Employee Orientations conducted.

The JJAEP Administrator or designee shall be responsible for maintaining the **JJAEP STUDENT INFORMATION FORM** (which contains personal, admission, and exit data) **(SEE APPENDIX D)**, updating the JJAEP Monthly Spreadsheet, and overseeing the accuracy and timelines of entries in the JJAEP JMIS tab. Additionally, data collection and reporting are monitored by the TJJD through the monthly JJAEP Electronic Data Interchange (EDI).

348.200 (f) JJAEP Management Review. The JJAEP Administrator that oversees the daily functions of the JJAEP shall conduct an annual review of the overall operations of the JJAEP prior to the beginning of each school year. (1) The review shall include but is not limited to: (A) safety and security; (B) inter-local cooperation; and (C) the student code of conduct. (2) Existing policies and procedures shall be reviewed to determine their continued relevance to the mission of the JJAEP. (3) Documentation of the review shall be maintained.

POLICY

The overall operation of the El Paso County JJAEP, including its respective policies and procedures, shall be reviewed annually through a Management Review conducted by the JJAEP Administrator and approved by the Director of Intake Services. The JJAEP Management Review serves as a mechanism for evaluation key operational areas such as safety and security, inter-local cooperation, student code of conduct, and overall program efficiency and for identifying necessary updates prior to the start of each academic year. The review will help determine the continued relevance and alignment of JJAEP policies and procedures with the program's mission. All proposed revisions, modifications, or updates shall be presented to the Juvenile Board for final approval.

PROCEDURE

1. Any changes to the Texas Juvenile Justice Department (TJJD) standards, Texas Administrative Code (TAC), or Texas Education Code (TEC) enacted by the state legislature will be reflected in the upcoming year's JJAEP Policies and Procedures and/or JJAEP Student Code of Conduct Handbook.
2. The JJAEP Administrator shall obtain input from Campus Administrators and ISD personnel annually to promote collaborative efforts toward the efficient and effective operation of the JJAEP.
3. The JJAEP Management Review will include, but is not limited to, evaluation of the following areas:
   (A) Safety and Security;
   (B) Inter-local Cooperation;
   (C) Student Code of Conduct;
   (D) Policies and Procedures;
   (E) Operational Efficiency;
4. The JJAEP Administrator will use the **COMPLIANCE MONITORING ASSESSMENT (STANDARDS AND PROGRAM-APPENDIX E)** and **COMPLIANCE MONITORING ASSESSMENT (PHYSICAL PLANT-APPENDIX E-1),** along with the County of El Paso Contract Monitoring System, to identify and track areas of concern requiring corrective action.
5. A JJAEP Compliance Monitoring Summary Report shall be prepared based off the **COMPLIANCE MONITORING ASSESSMENT TOOLS (See APPENDIX E AND E-1).** This report will summarize findings of compliance and non-compliance, describe corrective measures implemented at both the campus and administrative levels, and note any recurring or unresolved issues.

   a. The final versions of the Compliance Monitoring Assessments and Summary Report shall be submitted to the YISD Superintendent following presentation to the Juvenile Board as part of the Annual Management Review process. These compliance documents will be used as part of the JJAEP performance measures and quality assurance.

6. Any discrepancies identified during the physical plant inspection shall be forwarded to the JJAEP Campus Administrator, who will be given thirty (30) school days to resolve identified issues. The JJAEP Administrator will conduct follow-up to confirm that corrective action was completed and that compliance has been achieved.
7. If the JJAEP Campus Administrator is unable to resolve identified issues within the established timeline, the matter shall be elevated to the district associate superintendent overseeing alternative schools. The associate superintendent will be responsible for ensuring compliance and providing written confirmation that the facility meets the requirements of the Interlocal Agreement and TJJD standards within the designated timelines.
8. Compliance monitoring in all operational areas is ongoing and shall be reviewed at least monthly by the JJAEP Administrator and/or Director of Intake Services. Findings will be recorded on the **COMPLIANCE MONITORING ASSESSMENT-STANDARDS AND PROGRAM-APPENDIX E)**.
   a. Instances of non-compliance shall be notified to the JJAEP Campus Administrators in writing for corrective action. If unresolved within thirty (30) school dates, the issue along with corrective action taken will be documented in the Annual Management Review to the Juvenile Board, and included in the Compliance Letter submitted to the YISD Superintendent and School Board.
   b. Any non-compliance with the JJAEP Interlocal Agreement will also be reported to the County of El Paso Auditor as part of the County's contract management system and performance review.
   c. Both Compliance Monitoring Assessments and related Compliance Letters must be completed and submitted no later than the tenth(10^{th}) calendar day of the month following the conclusion of the school year. This deadline ensures that all operational months are reflected and allows sufficient time for administrators at the campus and district levels to review and respond within thirty (30) calendar days.
9. The compliance monitoring process enables a thorough review of all aspects of the JJAEP operations and informs any necessary policy or procedural revisions, facilitating ongoing collaboration with YISD.
10. An annual policy review meeting will be held prior to the start of the school year to allow YISD and JPD to collaborate on any proposed policy revisions for the upcoming academic year.
11. TJJD Compliance Audits are conducted at least once every two (2) years, either on-site or virtually, and may also occur randomly through desktop audits based on data reviews and JJAEP case sample analysis.
12. To ensure the integrity of the compliance monitoring process, the JJAEP Administrator may conduct unannounced classroom observation or site visits without prior notification to the JJAEP Campus. Additionally, input from JJAEP students and their parents/guardians shall be obtained as part of the compliance review process to help evaluate the program quality and effectiveness.

348.200 (g) Required Staff Members (1) JJAEP Administrator. The juvenile board or chief juvenile probation officer must designate a JJAEP administrator. The JJAEP administrator must: (A) hold a bachelor's degree from a college or university accredited by an organization recognized by the Texas Higher Education Coordinating Board; (B) possess juvenile justice experience and/or education experience; (C) ensure compliance with all applicable laws and rules related to JJAEPs; and (D) ensure compliance with provisions of all contracts with TJJD related to JJAEPs.

POLICY

The El Paso County Chief Juvenile Probation Officer hires the JJAEP Administrator to provide oversight and ensure compliance with all aspects of the JJAEP. This oversight extends to operations within the JJAEP campus and coordination with participating ISD departments. The Administrator's responsibilities are carried out in

accordance with applicable laws, standards, policies, procedures, interlocal agreements, and contractual provisions outlined in all agreements with the TJJD related to JJAEP.

PROCEDURE – DUTIES OF THE JJAEP ADMINISTRATOR

1. The JJAEP Administrator shall ensure that all program components are continuously monitored, reported, and addressed. Updates and concerns will be communicated to the JJAEP Campus Administrator and/or the Associate District Superintendent overseeing the JJAEP Campus. These duties must align with the provisions established in the JJAEP Interlocal Agreement, JJAEP Policies and Procedures, JJAEP Student Code of Conduct, and applicable JJAEP Standards.
2. Additional responsibilities of the JJAEP Administrator include:
    - **a.** Ensuring secure access to, maintenance of, and timely retention of electronic files related to JJAEP employees and students. This includes safeguarding sensitive information such as social security numbers, background checks, and other required TJJD employee documents. Although JJAEP employees are not considered El Paso County employees, their information must still be stored securely and responsibly.
    - **b.** Maintaining and submitting statistical data as required by TJJD for both monthly and annual reporting obligations under TJJD and El Paso County contractual agreements.
    - **c.** Fostering and maintaining strong working relationships with district officials, school administrators, school staff, TJJD staff, and Juvenile Probation Officers to support the effective and efficient operation of the JJAEP.
    - **d.** Upholding program standards while engaging with students, families, ISD personnel, and JPD staff to support student's educational growth and overall success.

348.200 (g) (2) Instructional Staff Members. The JJAEP must maintain a ratio of at least one instructional staff member for every 24 enrolled students. Instructional staff members include only: (i) teachers who are certified, are highly qualified, and/or meet the teaching requirements of the organization providing education services at the JJAEP; (ii) certified educational aides; and (iii) substitute teachers. (B) The instructional staff members for the JJAEP must include at least one teacher certified by the State Board for Education Certification (SBEC). (C) The JJAEP must provide at least the minimum number of special education teachers required by federal law. (D) A special education teacher must be certified as a special education teacher by SBEC or be eligible to work as a special education teacher prior to obtaining certification, as allowed by SBEC. (E) Upon entry into the JJAEP, substitute teachers who are not JJAEP staff members must be provided the JJAEP student code of conduct and JJAEP policies and procedures that directly affect their duties and sign an acknowledgment of receipt.

POLICY

An Interlocal Agreement between the El Paso County Juvenile Board and the Ysleta Independent School District (YISD), along with other participating districts, shall outline the required administrative, programmatic, and supervisory staffing requirement in accordance with Texas Administrative Code, Section 348.200(g) (2-5). YISD shall employ adequate instructional and supervision staff to provide appropriate educational services to JJAEP students.

PROCEDURE

1. The El Paso County Juvenile Board shall contract with the YISD to provide instructional staff in accordance with TJJD standards.
    - **a.** The El Paso County JJAEP shall serve students from the following school districts, all of which are subject to the terms and conditions of the JJAEP Interlocal Agreement:
        - **(1)** Anthony Independent School District (AISD)
        - **(2)** Canutillo Independent School District (CISD)
        - **(3)** Clint Independent School District (CISD)
        - **(4)** El Paso Independent School District (EPISD)
        - **(5)** Fabens Independent School District (FISD)

(6) San Elizario Independent School District (SEISD)
(7) Socorro Independent School District (SISD)
(8) Tornillo Independent School District (TISD)
(9) Ysleta Independent School District (YISD)

2. Participating school districts shall ensure that all instructional staff possess proper certification and complete all required training, as required by the Texas State Board of Education and JJAEP standards.
3. Participating school districts shall employ a minimum of one (1) certified teacher and an adequate number of certified Special Education teachers, in compliance with federal law and the State Board for Educator Certification (SBEC) requirements. Instructional staff shall include only:
    a. Teachers who are certified, are highly qualified, and/or meet the teaching requirements of the organization providing education services at the JJAEP;
    b. Certified educational aides; and
    c. Substitute teachers.
4. The JJAEP campus must maintain a minimum staffing ratio of one (1) instructional staff member for every twenty-four (24) students in attendance at the JJAEP.
5. A digital daily staff sign-in roster shall be maintained for all instructional and supervision staff working in the program. These records must be made available to the JJAEP Administrator upon request and must be clearly identify each staff member by name and position.
6. The daily sign-in rosters will be cross-referenced with personnel and certification logs, discipline referrals, discipline reports, and signed **JJAEP SUMMARY OF POLICIES AND ACKNOWLEDGMENT FORMS** (**APPENDIX C**) for all new employees and short/long-term substitutes to ensure compliance with staffing standards.
7. The Campus Administrator or designee will review and obtain signatures on the **JJAEP SUMMARY OF POLICIES (APPENDIX A)** and Acknowledgment Form containing key program policies and the JJAEP Student Code of Conduct, prior to any substitute or new employee having direct contact with JJAEP students. This form also indicates the individual has cleared an ISD criminal background check and has received the necessary information to begin initial work with the JJAEP population.
8. This document will support the tracking of instructional and supervision staff to ensure compliance with this standard. The signed form must be submitted electronically to the JJAEP Administrator on the same day it is signed by the JJAEP Campus Administrator.
9. The JJAEP Campus Administrator or designee will submit the **JJAEP STAFFING AND CERTIFICATION LOG (APPENDIX F)** on a yearly basis. This log must include all regular ISD employees (excluding substitutes) and verify compliance with the required instructional staff-to-student ratio.
10. To ensure timely compliance and accurate oversight, the JJAEP Campus Administrator or designee must notify the JJAEP Administrator immediately upon the hiring or assignment of any new instructional or supervision staff. Prompt communication will support the efficient inclusion of staff in all required responsibilities including searches and monitoring processes.
11. Instructional and supervision staff may request additional training at any time to enhance their understanding of JJAEP operations, policies, best practices, or other areas. The JJAEP Administrator or designee will coordinate and provide or arrange for such training opportunities as appropriate, to support continued professional development and program fidelity.

348.200 (g)(3) Caseworkers (A) A caseworker must be a social worker, juvenile probation officer assigned to the JJAEP, counselor, or other mental health provider, as defined in Texas Administrative, Chapter 355 . (B) Caseworkers must meet the minimum professional requirements and be licensed or certified by the appropriate licensing board in their field. (C) The JJAEP must maintain a ratio of at least one caseworker for every 50 enrolled students. (i) At a JJAEP with 50 or fewer enrolled students, the caseworker must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. (ii) At a JJAEP with 51–100 enrolled students, one caseworker must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The second caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (iii) At a JJAEP with 101–150 enrolled students, two caseworkers must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The third caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (iv) At a JJAEP with 151–200 enrolled students, three caseworkers must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The fourth caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (v) At a JJAEP with more than 200 enrolled students, the number of caseworkers required to be present during all operational hours of the JJAEP follows the same pattern set forth in clauses (i)–(iv) of this subparagraph. (vi)A substitute caseworker is not required when a caseworker is absent for three or fewer consecutive school days. A substitute caseworker is required if an absence is more than three consecutive school days. (vii) A caseworker who must leave the JJAEP site to complete a JJAEP-related duty is considered present for purposes of calculating the ratio.

POLICY

The JJAEP Campus responsible for providing educational services shall employ or contract at least one (1) caseworker to support student needs. Caseworkers may include licensed social workers, juvenile probation officers assigned to the JJAEP, the JJAEP Administrator, certified counselors, or other qualified mental health professionals.

PROCEDURE

1. Each El Paso County JJAEP campus shall maintain a maximum ratio of one (1) caseworker or counselor for every fifty (50) students enrolled in the program.
2. School-based caseworkers or counselors who must leave the campus to complete JJAEP-related duties such as expulsion hearings, ARD meetings, home visits, or court hearings shall be considered present for the purpose of meeting the staffing ratio.
   a. A substitute caseworker or counselor must be assigned if the regularly assigned individual is absent for more than three (3) consecutive school days.
3. All caseworkers employed or contracted by the JJAEP must meet the minimum professional requirements and hold any required licensure or certification applicable to their field.
   a. The JJAEP campus may contract or collaborate with agencies such as Communities in Schools (CIS) and Emergence Health Network (EHN) to assist in providing services to students and their families.
4. The JJAEP campus shall maintain a digital daily sign-in roster or timecard for all caseworkers working in the program each day. These records must be available to the JJAEP Administrator upon request.
5. Daily rosters will be cross-referenced with observations by the JJAEP Administrator or assigned JPO, certification logs, discipline reports, disciplinary referrals, and signed JJAEP acknowledgment forms (**APPENDIX C**) for new employees and long-term substitutes to ensure compliance with staffing standards.
6. Any subcontractor providing caseworker services must undergo an NCIC/TCIC background check and complete the JJAEP New Employee Orientation, including required PREA/ANE training, prior to any student contact.

348.200 (g)(4) Supervision Staff Members. (A) The JJAEP must ensure an adequate number of supervision staff members are present during all operational hours. (B) Supervision staff members include drill instructors, educational aides, security personnel, juvenile supervision officers, juvenile probation officers, community activities officers, and behavior management staff. (C) Any staff member, excluding a certified physical education teacher, who participates in the administration of intensive physical activity must be a: (i) juvenile supervision officer; (ii) juvenile probation officer; or (iii) community activities officer who has received training in adolescent development and behavior, as required by Texas Administrative Code §341.402. (D) Except for professionals as defined in Texas Administrative Code §344.100 who are providing services in their professional capacity, any staff member whose position may require supervising or transporting JJAEP students must be: (i) certified by TJJD as a juvenile probation officer, juvenile supervision officer, or community activities officer; or (ii) otherwise authorized to perform the duties of a certified juvenile probation officer, community activities officer, or juvenile supervision officer under Texas Administrative Code §§341.400, 341.402, 343.428, 343.622, or 355.428, as applicable. **(5) Operational Staff Members.** (A) Operational staff members include instructional staff members, supervision staff members, caseworkers, and JJAEP Administrators. (B) The JJAEP must maintain a ratio of at least one operational staff member for every 12 enrolled students. **(h) Verification Documentation**. (1) The JJAEP must maintain a daily staff member roster, staff sign-in sheet, or other verification document that identifies each of the operational staff members who are present in the JJAEP each day. (2) The staff member roster, sign-in sheet, or other verification document must include the date, the time of entry and exit, the staff member's full name, and the staff member's position or title. Electronic records are acceptable for documenting whether staff members are present or absent.

POLICY

The El Paso County JJAEP provides physical education and recreational activities but does not operate an intensive physical education program. Therefore, certified physical education teachers and coaches are not required to be certified as Juvenile Supervision Officers. The JJAEP campus shall comply with TJJD standards regarding operational and supervision staff-to-student ratios, as well as position qualifications for all JJAEP personnel.

PROCEDURE

1. The JJAEP campus shall be staffed with operational staff members, including instructional staff, supervision staff, and caseworkers. The operational staff-to-student ratio shall be no less than one (1) operational staff member for every twelve (12) JJAEP students. This lower ratio supports effective behavior management and safety given the unique challenges of the JJAEP population.
2. All JJAEP staff are required to sign-in and sign-out daily using the designated district staff digital timecard. The timecards must include the date, time of entry and exit, full name, and position/title of each staff member. The ISD shall make these timecards available to the JJAEP Administrator upon request.
3. Staff rosters, timecards, sign-in sheets, and attendance records may be requested as needed or on a random basis as part of ongoing compliance monitoring.
4. The JJAEP Administrator will also conduct unannounced classroom observations and staffing ratio checks as part of the compliance monitoring. No prior notice will be given to the Campus Administrator or campus staff to maintain the integrity of the observation process,

COMMUNITY ACTIVITIES OFFICER (CAO) POLICY

In accordance with Texas Administrative Code §344.100 and Texas Administrative Code §341.402, any individual who does not meet the definition of "professional" must be trained and certified as a Community Activities Officer (CAO) prior to working with JJAEP students. While certain ISD employees are exempt from CAO certification as they are not employed by a juvenile probation department or juvenile facility, the JJAEP campus will ensure that all identified staff members are current in First Aid, CPR, and Crisis Prevention Intervention (CPI) training. Under special circumstances, staff may be allowed to complete CAO training at the earliest available opportunity to remain compliant with Texas Administrative Code, Chapter 348. Any staff member identified as requiring CAO certification may not be authorized to work directly with JJAEP students until all training and certifications requirements have been met. certified.

The JJAEP campus maintains a contract with the El Paso Police Department (EPPD) to provide law enforcement services on campus. In the event that a security officer, other than EPPD, is needed, the following qualifications must be met:

- The security officer must be employed by the juvenile probation department or juvenile facility (not YISD), and
- The security officer must be certified as a Community Activities Officer (CAO), and
- The security officer must be trained in the department-approved personal restraint technique in accordance with Texas Administrative Code, Chapter 341, Subchapter G.

As confirmed by the Texas Juvenile Justice Department, YISD employees are not eligible to receive CAO certification, since they are not employed by a juvenile probation department or facility. Therefore, a YISD employed security officer may not use personal or mechanical restraints on JJAEP under any circumstances.

CAO CERTIFICATION REQUIREMENTS

To be eligible for CAO certification, individuals must:

1. Receive and maintain current certification in:
   (A) Cardiopulmonary Resuscitation (CPR);
   (B) First aid; and
   (C) The personal restraints technique approved by the department, if authorized to use restraints.
2. Receive training in the following topics:
   (A) Department policies on preventing, identifying, and reporting abuse, neglect, and exploitation.
   (B) TJJD Code of Ethics and TJJD Disciplinary Procedures;
   (C) Trauma-Informed Care;
   (D) Verbal de-escalation policies, procedures, and practices;
   (E) Standards for use of personal and mechanical restraints, including prohibited techniques and criteria for authorized use.

ON-THE-JOB TRAINING (OJT) REQUIREMENTS

To receive credit toward initial certification or renewal, CAO on-the-job training documentation must include:

1. Name and signature of trainee;
2. Name and signature of trainer(s);
3. Signature of the supervisor or administrator;
4. Training topics covered;
5. Number of training hours per topic;
6. Dates the topics were explained to the trainee, practiced by the trainee, and demonstrated by the trainee.

Only qualified staff, based on education, knowledge, or experience may conduct OJT.

1. Juvenile Probation Officers and Juvenile Supervision Officers, may use up to 40 hours of on-the-job training toward certification.
2. Community Activities Officers, may use up to 20 hours of on-the-job training during each certification period.
3. CIS Coordinators assigned to the JJAEP campus are not required to obtain Communities Activities Officer certification, as they do not meet the "professional" definition under Texas Administrative Code § 344.100.

TJJD training are typically held onsite at the El Paso County Juvenile Probation Department or YISD facilities, unless a virtual training setting is deemed beneficial due to health or safety considerations. CPR, First Aid, and Crisis Prevention Intervention (CPI) will be provided by YISD unless otherwise agreed upon thorough written agreement.

§348.202 PERSONNEL ADMINISTRATION

(a) Personnel Records. The JJAEP Administrator must have access to a personnel file for each employee or person working at the JJAEP who is included in any program ratio. The file shall, at a minimum, include verification that any required certifications are current.

POLICY

A personnel file shall be maintained for each YISD employee assigned to the JJAEP who is included in the program's operational staff-to-student ratio. The YISD Human Resources Department must provide the required personnel documentation for all new and returning staff to the JJAEP Administrator annually by October 1 **(SEE APPENDIX G - JJAEP HR RECORDS AND CERTIFICATION FORM).**

PROCEDURE

1. The JJAEP Administrator of the El Paso County JJAEP shall ensure that all personnel records for YISD staff assigned to the program are appropriately maintained.
2. Records for YISD JJAEP employees shall include NCIC/TCIC criminal history results and a completed HR Certification Form as required under governing regulations.
3. Each YISD personnel electronic file shall also contain a mosaic of essential documents, including academic transcripts, current certifications, professional training records, personnel actions forms, and job descriptions depicting duties, responsibilities, and JJAEP-related tasks (if applicable).
4. In lieu of full personnel records, YISD Human Resources or another authorized representative may provide the **JJAEP HR RECORDS AND CERTIFICATION FORM (APPENDIX G).** This form certifies that each employee included in the daily ratio meets all hiring, educational, and training requirements including, academic transcripts and certifications, licensure (if applicable), criminal background check results, training in CPR, First Aid, and CPI (if applicable), and relevant personnel actions. The JJAEP Administrator shall be granted access to these files upon request or as required, ensuring transparency and compliance.
5. YISD further agrees that, if applicable, it shall comply at its sole expense, with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, High School/College Board Policies and other policies and requirements of such statute and rule(s), and shall certify that any "Covered Employees" and/or JJAEP staff members do not have a "Disqualifying Criminal History".
6. Certification logs shall include all regular employees and long-term contracted staff (e.g., CIS Coordinators or on-site counselors) counted in the daily ratio. These logs shall serve as a way of tracking employee's certifications and trainings.
7. Short-term operational substitutes assigned to the JJAEP for less than six (6) weeks must review and acknowledge receipt of the JJAEP Summary of Policies and Procedures, JJAEP Student Code of Conduct, and all related documents pursuant to §348.202 and §348.224 of the Texas Administrative Code. This review shall take place prior to any unsupervised contact with JJAEP students.
8. Long-term operational substitutes assigned to the JJAEP for more than six (6) weeks shall undergo the same background checks and JJAEP training required of all operational staff. Please refer to the New Orientation Training and Background Checks section of the JJAEP Interlocal Agreement for all applicable timelines.

(b) Training Records. For each employee or person working at the JJAEP who is included in any program ratio, the JJAEP program administrator must have access to documentation verifying that the individual has completed all training required by this chapter. **(c) New Employee Orientation**. All staff, including temporary, seasonal or substitute employees shall have orientation training prior to having direct, unsupervised contact with students. (1) Orientation training shall occur within the first two weeks of employment. (2) Documentation of new employee orientation training and agendas shall be maintained in the employee's personnel file or training file. (3) Orientation training, at a minimum, shall include: (A) safety and security procedures including, but not limited to, emergency exit drills and the JJAEP's safety disaster plan; (B) identification and reporting serious incidents and child abuse, neglect and exploitation as required by Chapter 358 of the Texas Administrative Code; (C) writing incident reports; (D) student code of conduct; (E) behavior management program; (F) transporting students (G) crisis intervention, including how to report suicide ideation or behavior; (H) distribution of medication;; (I) Personal Restraint policy; (J) student grievance procedures; and (K) job descriptions including duties and responsibilities of the assigned position.

POLICY

All staff, including temporary, seasonal, or substitute employees shall receive JJAEP Orientation Training within two (2) weeks of their JJAEP assignment and prior to having any direct, unsupervised contact with JJAEP students. The ISD shall provide documentation for any relevant training conducted as part of employment or duty assignment within the JJAEP. The Juvenile Probation Department will provide orientation training for new hires and supplement any ISD training across the eleven (11) areas listed below.

PROCEDURE

1. JJAEP Orientation Training shall be provided by the JJAEP Administrator or designee(s) initially upon hire and annually at the beginning of each school year for all JJAEP employees. Training may be held virtually when necessary to prioritize the overall health and safety of staff.
2. The Campus Administrator assigned as the point of contact for JJAEP, or their designee, shall review the JJAEP Summary of Policies and the JJAEP Student Code of Conduct with each new staff member, including short-term substitutes. As part of this campus-level orientation, the designated JJAEP Campus Administrator shall also provide the employee with an electronic storage device or a shared link containing the JJAEP Policies, Procedures and Standards, the JJAEP Interlocal Agreement, the JJAEP Student Code of Conduct, and other relevant documents.
3. The Campus Administrator or designee shall be responsible for obtaining a signed "Acknowledgment Statement" from the new employee confirming their commitment to review all JJAEP materials. This acknowledgment must be forwarded to the JJAEP Administrator on the same workday.
4. Timely submission of acknowledgment and training assignments ensure appropriate training space reservation and preparation of training materials.
5. The Campus Administrator is responsible for notifying assigned employees of their scheduled orientation and ensuring their punctual attendance. JJAEP Orientation Training will typically take place at YISD facilities unless virtual is deemed necessary.
6. The JJAEP Administrator or designee shall provide the JJAEP Orientation Training. Orientation sessions will last a minimum of 2 to 4 hours and will be scheduled as needed.
7. A signed copy of the **JJAEP TRAINING ACKNOWLEDGMENT STATEMENT (APPENDIX H)** shall be maintained and secured in the employee's electronic personnel file. All documentation of new employee orientation training and any ISD supplemental training shall be placed in the employee's personnel file or training file**.**
8. All staff shall receive training specific to their daily responsibilities in the JJAEP. Any legislative changes and updates to policy, procedure, or the JJAEP Student Code of Conduct will be addressed during the staff development training at the beginning of the school year.
9. The following eleven (11) training topics shall be included in the JJAEP New Employee Orientation:
    a. Safety and security procedures, including emergency exit drills and the JJAEP Safety Disaster Plan;
    b. Identification and reporting of serious incidents, and child abuse, neglect, and exploitation, as required by Chapter 358 of the Texas Administrative Code.
    c. Writing incident reports;

d. JJAEP Student Code of Conduct;
e. Behavior management program;
f. Transporting students;
g. Crisis intervention, including how to report suicidal ideation or behavior;
h. Distribution of medication;
i. Personal restraint policy;
j. Student grievance procedures; and
k. Job descriptions including duties and responsibilities of the assigned position to include JJAEP tasks, such as in the supervision during mealtimes, transition, bus loading/unloading, and escort duties.

10. For newly hired employees, YISD must submit all applicable training records using the **JJAEP HR RECORDS AND CERTIFICATION FORM** within sixty (60) calendar days of hire **(SEE APPENDIX G - JJAEP HR RECORDS AND CERTIFICATION FORM).**

11. The JJAEP Certification Form must also be submitted annually for all returning ISD staff assigned to the JJAEP. YISD Human Resources representative must ensure that personnel records are updated and submitted to the JJAEP Administrator by October 1 of each year.

(d) Criminal History and Background Checks. The criminal history and background check requirements and criminal history standards established by Texas Administrative Code, Chapter 344, Subchapters C and D apply to a JJAEP.

POLICY

As the contracted educational provider for the El Paso County JJAEP, YISD is solely responsible for conducting all required background checks for its employees assigned to the JJJAEP. YISD shall conduct a criminal history check, sex offender registry check, and fingerprint search prior to employment or assignment of any staff who will have direct, unsupervised contact with JJAEP students. This requirement extends to all substitute, temporary, and regular-status employees, as well as any subcontracted personnel (e.g., contracted counseling providers, tutors, or service providers) working directly with JJAEP students. YISD must ensure that all such individuals have successfully passed a background check prior to beginning their JJAEP assignment.

PROCEDURE

1. Upon identification of a YISD employee being assigned to the JJAEP, the YISD designee (Campus Administrator or designee) shall provide written notification of incoming employee by submitting the **JJAEP AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION FORM (APPENDIX I)** to the JJAEP Administrator for the El Paso County JPD internal background check through the NCIC/TCIC database.
   a. The form must include the employee's status (contracted or ISD employee), date of JJAEP assignment, and employee work email address.

2. Upon receiving the signed Authorization for Release Confidential Information Form, the JJAEP Administrator shall then submit a written request for a National Crime Information Center (NCIC)/Texas Crime Information Center (TCIC) criminal history check to the designated JPD TLETS Operator. This comprehensive search includes local, state, and federal criminal records, sex offender registration records, and active/outstanding warrants for arrest. This process shall be initiated before the employee's first day of JJAEP assignment and prior to any direct, unsupervised contact with JJAEP youth. Continued employment with the JJAEP is contingent upon the verification of no disqualifying criminal history as per TJJD standards.

3. Within five (5) school days, written notification of the employee's eligibility (no disqualifying history) or ineligibility (disqualifying history) will be submitted to the Campus Administrators via the **JJAEP EMPLOYEE ELIGIBILITY FORM (APPENDIX J)** or **THE JJAEP EMPLOYEE INELIGIBILITY FORM** (**APPENDIX J – 1).**

4. If disqualifying criminal history is found, the JJAEP Administrator will notify the JJAEP Campus Administrator with instructions to immediately reassign or remove the employee to ensure no contact occurs with JJAEP students.

a. All personnel records, including criminal history and sex offender registration checks, may be subject to review by TJJD. The JJAEP Administrator is responsible for ensuring all documents are properly stored, preserved, and maintained in accordance with legal and administrative standards.

5. YISD must notify the JJAEP Administrator in writing within two (2) school days if an employee receives a FACT Clearinghouse alert indicating an arrest, conviction, or registry that would restrict the employee's contact with JJAEP students. The JJAEP Administrator shall consult with YISD or JPD Legal Counsel before determining whether the employee may continue duties pending the resolution of the offense.
6. If an individual has a military history, the respective ISD must provide a copy of the DD-214 or SF-180 as part of the HR records request.

DISQUALIFYING CRIMINAL HISTORY

1. Any YISD employee assigned to the JJAEP who has a felony conviction or a deferred adjudication for a felony within the past ten (10) years, or who is currently under felony probation, parole, or deferred adjudication, is not eligible for employment at the JJAEP.
2. Any YISD employee assigned to the JJAEP with a jailable misdemeanor conviction or a deferred adjudication for a jailable misdemeanor within the past five (5) years, or who is currently under misdemeanor probation, parole, or deferred adjudication, is also not eligible for JJAEP assignment.
3. Court documentation will be required in cases where an individual has received a pardon based upon proof of innocence or where there has been a reversal of a finding of guilt by a trial or appellate court.
4. Criminal history records must be retained for as long as the employee remains employed in the JJAEP.
5. Criminal history and personnel records of JJAEP employees who are no longer employed with the JJAEP will be retained for a minimum of two (2) years.
6. If the disqualifying criminal history involves out-of-state arrests or convictions, those records may be subject to further legal review by the JPD Legal Counsel to determine eligibility.
7. The YISD Human Resources Department must allow the JJAEP Administrator access to all JJAEP Employee records as needed and required.

§348.204 DATA COLLECTION AND CASE FILE INFORMATION

(a) Data Collection and Reporting. **(1) JJAEP EDI Extract.** (A) Unless an alternate data entry system has been approved by TJJD, the JJAEP Administrator or designee must ensure that: (i) statistical and programmatic data for each student, as required by the JJAEP Electronic Data Interchange (EDI) Specifications, are accurately documented and entered into the juvenile probation department's automated case management system; and (ii) the JJAEP EDI Extract is submitted to TJJD no later than the 10th calendar day of each month following the reporting period. (B) TJJD staff must discuss any proposed changes to the JJAEP EDI Specifications with juvenile probation departments' designated representatives before making substantive changes to the specifications. **(2) JJAEP Monthly Activity Report.** The JJAEP Administrator or designee must ensure the JJAEP Monthly Activity Report is submitted in the required format to TJJD no later than the 10th calendar day of each month following the reporting period via TJJD's Internet database. **(b) Student Educational Records**. The following information must be documented and maintained in the case file for each student in the program: (1) grade level upon entry to the JJAEP; (2) notice of expulsion; (3) court order(s) placing the student into the JJAEP; (4) police offense report, if applicable; (5) entry and exit transition plans; (6) education records, to include: (A) special education determination; (B) appropriate special education records; (C) scores on assessments required by the Texas Education Agency; and (D) home-language survey; (7) admission and exit testing data, if applicable;(8) pre-participation physical evaluation, if required under Texas Administrative Code §348.208; (9) documentation of regular reviews of academic progress as required by Section 37.011(d), Education Code; (10) date of admission;(11) number of attendance days; (12) number of absent days; (13) date of release; (14) emergency notification contacts; (15) special medical needs, if any; (16) Immunization records; and (17) medical release form.

POLICY

The JJAEP Administrator shall ensure that statistical and programmatic data pertaining to each student placed in the JJAEP is accurately gathered, documented, maintained, and is reported to TJJD, Juvenile Board, and departmental administration. The JJAEP will comply with reporting requirements outlined in Texas Administrative Code §341, including use of the JMIS system. Quality assurance measures such as internal file audits and the TJJD

Monthly Activity Reports (MAR) are used to identify discrepancies and ensure accurate recordkeeping and timely district reimbursement.

PROCEDURE

1. Documentation and data required by TJJD under Texas Administrative Code §348.204(a) Data Collection and case file collection is maintained by the JJAEP Administrator and extracted from the following sources or databases:
    a. Monthly Activity Reports (MAR): Includes attendance and absence records provided by YISD. The MAR captures the number of students entering and exiting the program, days present, days absent, and inactive days.
    b. JJAEP Attendance Vouchers: Used to record the actual number of mandated student attendance days and total monthly reimbursement figures.
    c. TJJD Student Information Form: Contains required fields outlined in Texas Administrative Code 348.204 and is maintained by the JJAEP Administrator.
    d. JMIS Student Profile: Updated data from the TJJD Student Information Form.
    e. JJAEP Spreadsheet: Tracks aggregate data including:
        - Special Education services.
        - IOWA pre and post test results.
        - Personal identifiers (e.g., PID, Social Security Number, TSDN, Case Number).
        - Offense type, district, and home school.
        - Entrance and exit dates.
        - Reason for exit.
        - Attendance, absences, and inactive dates.
    f. Other Reports: Additional documentation as required by TJJD or JPD as part of performance measurement (e.g., JJAEP Costing Report).
2. To ensure accuracy in the Monthly Activity Reports (MAR), the assigned JJAEP Campus Administrator responsible for oversight and accountability on behalf of the JJAEP campus, must review the MAR prior to submission to JPD. The administrator will verify accuracy of all data before forwarding the MAR to the JJAEP Administrator. If any discrepancies are identified by JPD, they will be corrected and reconciled prior to submission to TJJD and the County Auditor's office for district reimbursement. Significant errors and discrepancies will be noted as non-compliance.
3. The JJAEP Campus Administrator and ISD expelling entity must submit all required student school records, as listed in Texas Administrative Code §348.204, within two (2) weeks (10 school days) of student's enrollment in the JJAEP. These records include, but are not limited to: the Public Education Information Management System (PEIMS), pre/post assessment scores, expulsion letters, and student acknowledgment forms confirming receipt of the JJAEP Student Code of Conduct. To support this process, the JJAEP Administrator will issue the **JJAEP REQUEST FOR SCHOOL RECORDS FORM** upon the student's formal acceptance into the program.
4. The Texas Student Data System (TSDS) number, a 10-digit unique ID, has replaced the PEIMS number used to transmit student data to the Texas Education Agency for TJJD legislative reporting. This TSDS number can be located in the JJAEP juvenile case management tab, as well most withdrawal forms and expulsion letters.
    a. The TSDS number must be documented on the expulsion notice at the time of the student's acceptance into the JJAEP. This number is required in order for the student to be pre-tested and must be submitted as part of the initial expulsion process.
5. All student educational data and records are maintained in the JJAEP electronic folder by the JJAEP Administrator or designee. Required data in the JJAEP folder includes, but is not limited to:
    a. The TJJD Student Data Form;
    b. Grade level at JJAEP entry;
    c. Notice of expulsion to include mandatory review hearing;

d. Court orders;
e. Law Enforcement Agency (LEA) case/referral reports;
f. Entry/exit and transition plans;
g. Education records to include; requests for records/withdrawal packets, special education documentation to include Manifest Determination and IEP documentation, pre-test/post-test assessment scores, home language survey, admission and exit testing data, if applicable, pre-participation physical evaluation, if required, documentation of regular academic reviews under 37.011 (d) Texas Education Code, date of admissions, number of attendance days, number of absent days, date of release, emergency notification contacts, special medical needs, immunization records, medical release forms, medical consent forms signed by parents, attendance monthly roster, TAKS or STAAR scores, disciplinary referrals, acknowledgement of receipt of Student Code of Conduct, JJAEP Social Service Assessment, other pertinent documents such as copies of social security cards and birth certificates, and cover sheets (check list), and notification of type of counseling referrals or current attendance of counseling and psychological evaluations (if applicable), are maintained in the JJAEP student case.

6. As part of the program's ongoing quality assurance efforts, in-house desktop and case management audits will be conducted regularly to ensure the accuracy and completeness of documentation, as outlined in the JJAEP Policies and Procedures.

§348.206 CURRICULUM

(a) Required Courses and Additional Areas of Study. (1) At a minimum, the JJAEP must provide the following courses at the JJAEP: (A) English language arts; (B) mathematics; (C) social studies; and (D) science. (2) The JJAEP must provide the following additional areas of study: (A) high school equivalency program; and (B) self-discipline, which may be integrated into the program and may include topics such as drug awareness, anger management, impulse control, and cognitive skills. **(b) Curriculum Development.** (1) A teacher certified by the State Board for Educator Certification must oversee the development and implementation of the educational curriculum. (2) The JJAEP Administrator must ensure that course instruction is consistent with the essential knowledge and skills of each subject of the foundation curriculum as defined by the rules of the State Board of Education. (3) The high school equivalency program curriculum must address the elements required to pass the topics tested: English, mathematics, science, and social studies. High school equivalency program components may be integrated into the regular educational curriculum. (4) The JJAEP must offer an accelerated component for each required area of instruction to support credit recovery at the high school level and to regain academic and social skills at the elementary and middle school levels.

POLICY

It is the policy of the El Paso County JJAEP to ensure that all students enrolled in the program receive a comprehensive and well-rounded education. The academic program shall include a strong accelerated instructional component to support high school credit recovery and the development of academic and social skills at the elementary and middle school levels. At least one (1) certified teacher, licensed by the State Board for Educator Certification (SBEC), shall oversee the development and implementation of the JJAEP curriculum. The JJAEP Campus Administrator shall ensure that all course instruction aligns with the Texas Essential Knowledge and Skills (TEKS) as defined by the State Board of Education under the Texas Education Code §28.002.

Per Texas Education Code §37.011 (d), YISD guidance counselor or qualified designee must regularly review each student's academic progress. For high school students, the school board or its designee, in collaboration with the student's parent or guardian, shall review progress towards graduation requirements and establish an individualized graduation plan.

In the event the JJAEP campus implements online instruction due to extenuating circumstances as part of their Continuity of Operations Plan (COOP), the JJAEP must adhere to all Texas Education Agency, Texas Education Code, and Texas Juvenile Justice Department policy revisions to ensure continuity of educational services.

In accordance with Texas House Bill 6, the JJAEP may utilize DAEP placement only when:

1. No physical JJAEP placement is available due to capacity or extenuating circumstances.
2. The virtual education placement provides instruction equivalent to in-person services.
3. Documentation is maintained that clearly demonstrates the necessity of the virtual placement and educational equivalency.

PROCEDURE

1. The Interlocal Agreement specifies the provision of educational services, including the following required courses and additional areas of study:
    a) **ENGLISH/LANGUAGE ARTS**
    b) **MATHEMATICS**
    c) **SOCIAL STUDIES**
    d) **SCIENCE**
    e) **HIGH SCHOOL EQUIVALENCY PROGRAM (GED)**
    f) **SELF-DISCIPLINE**
2. Participating school districts shall recognize and accept course credit earned by student while enrolled in the Juvenile Justice Alternative Education Program (JJAEP) as district-level credit.
3. The program will administer state-mandated assessment instruments under Texas Education Code, Chapter 39.023, and shall offer access to the High School Equivalency Program as needed.
4. The JJAEP school guidance counselor shall review academic progress with the student's parent or guardian at minimum during both the JJAEP Intake and JJAEP Exit Transition Meeting.
5. During the JJAEP Intake meeting, the student's home district must involve the assigned counselor or assistant principal to contribute input on promotion status, particularly for students placed at JJAEP near the end of the academic year.
6. As required by Texas Education Code §37.011 (d), academic reviews must occur at the intake and exit. For high school students, a graduation plan must be developed with parent/guardian input.
7. A student expelled and placed in a JJAEP for a term of 75 school days or more must go through a mandatory review in order to consider early removal based on student's progress and other factors that may compel an early release.
8. Based on the current capacity under building code regulations, YISD is required to have no more than thirty (30) students at the JJAEP campus at any given time. at one time.
9. The assigned Juvenile Probation Officer shall assist with academic and family engagement during the JJAEP Family Program Orientation.
10. High school students will receive academic support through school counselors, Communities in Schools (CIS) Coordinators, and academic tutors (if available). The assigned Juvenile Probation Officer or designee will also monitor academic progress and collaborate with families to ensure follow-through with academic support services.
11. Compliance with academic service standards shall be verified through:
    a) Daily class schedules and program schedules.
    b) Instructional materials and curriculum.
    c) Attendance records and sign-in sheets.
    d) Documentation of support services provided.
12. YISD must identify and communicate the self-discipline services provided to JJAEP students at the start of the academic year. If the course is not listed on a student's schedule, documentation verifying participation must be maintained. Utilization of a specific school board approved curriculum is encouraged, but not required, as long as services address the program's behavioral goal.
13. In accordance with Texas Administrative Code §348.206, JJAEP campuses will offer a High School Equivalency Program. Students attending HSEP courses must sign in and out daily. The curriculum must meet the standards necessary to prepare students for the GED examination.

14. The State of Texas Assessments of Academic Readiness (STAAR) identifies knowledge and skills of what Texas students should know and be able to do at every grade and in every course in the foundation areas such as English language arts, mathematics, science, and social studies. (STAAR replaced TAKS Texas Assessment of Knowledge and Skills).

§348.208 PROGRAM REQUIREMENTS

(a) Special Education. (1)The JJAEP, in collaboration with the sending school district, must ensure that a student with a disability who receives special education services is provided educational services that will support the student in meeting the goals identified in the individualized education program established by a duly constituted admission, review, and dismissal (ARD) committee, in accordance with Section 37.004, Education Code, and federal requirements. (2) The following ARD committee documentation must be maintained for each special education eligible student: (A) the most recent full and complete ARD meeting paperwork; (B) the manifestation determination ARD meeting paperwork; and (C) the most recent evaluation of eligibility for special education services.

POLICY

A school district may expel a student identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission, Review, and Dismissal (ARD) or § 504 Committee determines that the alleged misconduct is not a manifestation of the student's disability. In collaboration with the referring district, the JJAEP campus must ensure that a student with a disability who receives special education services is provided educational programming aligned with their Individualized Education Program (IEP), as determined by a duly constituted ARD Committee, in accordance with Section 37.004, Education Code, and applicable federal law.

PROCEDURE

1. After the ARD or Section 504 Committee determines that the student's behavior is not related to their disability and documents that the Individualized Education Plan (IEP) has been fully implemented, the committee shall determine the length of placement at the JJAEP according to the District's Student Code of Conduct.
2. The referring school district may invite the JJAEP Administrator or designee to any Admission, Review, and Dismissal (ARD) committee meeting convened to discuss the expulsion of a student with a disability.
3. The local school district must provide written notice of the meeting at least five (5) school days before the meeting. A copy of the student's current individualized education program (IEP) must be provided to the JJAEP representative with the written notice.
4. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls and virtual meetings.
5. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and the implementation of the student's current IEP in the JJAEP
6. If the manifestation ARD determines the student's behavior is due to the student's disability, the student may only be placed in the JJAEP for a maximum of forty-five (45) school days.
7. The following documents must be included in the expulsion packet for any special education student placed at the JJAEP:
    a. Most recent full and complete ARD paperwork.
    b. Manifestation Determination ARD meeting paperwork.
    c. Most recent evaluation of eligibility for special education services.
    d. Current IEP and Behavior Intervention Plan (BIP), if applicable.
8. The referring school district shall remain responsible for making available the services, if any, necessary to provide Free Appropriate Public Education (FAPE). Such services to provide a free and appropriate public education are the only services that the referring district is obligated to provide.

9. Should the proposed expulsion be under Texas Education Code 37.007 (a), (d) (mandatory expulsion) or (e), a representative of the JJAEP campus must be invited to the student's ARD committee meeting.
10. The JJAEP campus must receive reasonable notice of the meeting of the student's ARD committee to attend the ARD and may participate in the ARD meeting to the extent that the meeting relates to the student's placement in the JJAEP. The JJAEP campus will forward notice to the JJAEP Administrator if not included on notice from participating district.
11. Should the JJAEP campus suspects that a student may who qualify for services under IDEA but is not currently identified, the student will be referred to the home campus for possible evaluation.
12. Any student who does not meet the eligibility requirements of the Inter-Local Agreement is not entitled to educational services by the JJAEP.
13. Special Education services must continue to provide any-and-all related services as outlined in the student's Individualized Education Plan (IEP).
14. Texas Education Code 37.0021, requires a written parental notice each time a restraint is used on a student receiving special education. The existing rules mandate a good-faith effort to provide verbal notice on the day the restraint occurs and written notice within one (1) school day.

(b) English as a Second Language (ESL). (1) The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations must be maintained.

POLICY

The El Paso County JJAEP shall provide English as a Second Language (ESL) services and instruction to meet the needs of students who speak English as a second language or are non-English speaking. In collaboration with the sending school district, the JJAEP must ensure that students identified as Limited English Proficient (LEP) receives ESL services appropriate to their need, as determined by a Language Proficiency Assessment Committee (LPAC), in accordance with state and federal guidelines.

PROCEDURE

1. ESL certified teachers shall provide ESL services and instruction. The primary goal is to support students in developing English language proficiency through second language acquisition methodologies, with explicit instruction in speaking, reading, listening, and writing.
2. Participating Districts shall identify JJAEP students who are LEP or primarily Spanish-speaking during the JJAEP intake. This identification shall be based on documentation provided by the student's LPAC or as part of the student's academic records.
3. Participating Districts must ensure that instructional planning for LEP or primarily Spanish-speaking students placed at the JJAEP includes consideration of language acquisition needs, as required by the Texas Education Code and LPAC recommendations. Instruction shall align with state requirements for English language learners to ensure equitable access to academic content.

(c) Section 504-Eligible Students. (1) The JJAEP must ensure, in collaboration with the sending school district, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations must be maintained. **(d) Standardized Testing Protocols.** (1) JJAEP policies and procedures must describe the safeguards the JJAEP will use to maintain the integrity of the standardized testing process and confidentiality of test results. (2) JJAEP policies and procedures must include the following requirements: (A) tests must be maintained in a secure setting (e.g., a locked file cabinet) so that staff and students do not have access to the test except while the test is being administered; (B) staff are prohibited from making copies of the test; (C) staff are prohibited from teaching the specific questions on the test; and (D) unauthorized persons are prohibited from receiving test results, whether hard copy or electronic. (3) For statewide standardized tests, the JJAEP must adhere to all testing protocols required by the Texas Education Agency. (4) The JJAEP must administer the standardized test selected by TJJD to measure progress in reading and mathematics for students who will be enrolled in the JJAEP for at least 75 school days. (A) The pre-test must be administered within 10 school days after the student's enrollment. (B) The post-test must be administered no sooner than 65 days after the student's enrollment.

POLICY

It is the policy of the El Paso County JJAEP to comply with Texas Administrative Code, Chapter 348.208 (a) and (d). to offer a High School Equivalency Program course. This program is designated to prepare eligible students to take and pass the high school equivalency exam, supporting their transition to further education, employment, or vocational training.

PROCEDURE

1. All high school equivalency candidates will be enrolled in a high school equivalency preparation program. Attendance requirements will be the same as for student pursuing a traditional high school diploma.
    a. The assigned Juvenile Probation Officer may submit a recommendation for high school equivalency testing for any JJAEP students under the jurisdiction of El Paso County 65th District Court.
2. Priority will be given to JJAEP students aged 16 or older who have earned four (4)or fewer high school credits and express interest in pursuing the high school equivalency path.
3. Students 18 years or older may proceed to testing once they meet the required scores on pre-tests.
4. Parents or guardians will be responsible for covering the cost of the five required tests and transportation to the testing site unless other arrangements are made and agreed upon by the assigned Juvenile Probation Officer and/or JJAEP Administrator.
5. YISD currently offers GED support and testing through its Ysleta Community Adult Learning Center (YCLC) located at 121 Padres Drive, El Paso, Texas 79907. YISD does not administer the official GED exam on campus, but prepares students for it.
6. The high school equivalency curriculum shall address the elements required to pass the high school equivalency test, but program components may be integrated into the regular program curriculum.
7. Candidates who do not master the practice tests will be required to continue to attend instruction integrated into the regular program in order to improve their skill level. Candidates who participate in the high school equivalency preparation program may retest when the teacher/instructor determines the student is prepared. Written permission from the teacher/instructor is required for re-testing.
8. When the student has mastered all five core-tests or a designated core-test, the student will be sent to the El Paso Community College (EPCC) or the respective certified high school equivalency ISD testing site within El Paso County to take final high school equivalency exams.
9. Scores or certificates will be mailed two or three weeks after the last test is taken. Once the certificate is received, arrangements will be made for the student to exit the JJAEP. Notification by the ISD will be provided to the JJAEP.
10. Prior to taking the final high school equivalency test, the student will have to get a TX ID and pay a cost for the high school equivalency the testing. The JJAEP will have to keep up with any cost changes to advise the family when the time comes for high school equivalency testing.
11. Verification documents at the time of a TJJD monitoring visit will include:
    a. High school equivalency file;
    b. High school equivalency class work;

c. High school equivalency curriculum.

12. Other areas of verification for high school equivalency completion:

a. High school equivalency examinations results;

b. Testing documentation, if applicable.

(e) Counseling. Counseling services (individual or group) shall be available to all students enrolled and in attendance at the JJAEP.

POLICY

El Paso County JJAEP is committed to ensuring that any demonstrated social service or counseling needs of students are promptly addressed through appropriate referrals to qualified service providers. Counseling services shall be available to all students enrolled and in attendance. These services may be provided through contracts with community-based service providers. All subcontracted providers must successfully undergo and pass an NCIC/TCIC background check and attend JJAEP New Orientation Training (ANE portion only) prior to service provision.

PROCEDURE

1. The assigned Juvenile Probation Officer, along with any assigned school-based caseworker or social worker (whether contracted or employed by YISD), will utilize interviews, screenings, and/or assessments to identify the student's and family's needs.

2. The JJAEP campus and assigned Juvenile Probation Officer will collaborate to ensure both academic and emotional needs of the student are identified and addressed appropriately.

3. If student is referred to the Juvenile Justice System, the assigned Juvenile Probation Officer will provide a Pre-Pact assessment and/or Full-Pact assessment (as appropriate based on case status within Juvenile Justice System) and provide referrals based on youth's identified criminogenic risk factors and other identified needs.

4. For adult JJAEP students not under formal supervision, a social service assessment may be conducted by the assigned JPO, JJAEP Administrator, or Court Representative. Collaboration with school-based staff or Adult Supervision Officers will be coordinated for service linkage.

5. Students requiring social services will be referred to the appropriate social service agencies by the supervising Probation Officer (adult or juvenile), JJAEP Administrator, school counselor, social worker, or Community in Schools (CIS) caseworker. Social services may include:

a. Academic tutoring.

b. Mentoring services.

c. After-school activities.

d. Drug, gang, and violence prevention activities/counseling.

e. Career assistance and exploration.

f. Work experience opportunities.

g. Enrichment activities and field trips (includes restorative discipline circles, as appropriate).

h. Peer pressure, self-esteem, anger management programs, and cognitive skills.

i. Referrals to health clinics.

j. Referrals to family counseling (mental health professionals).

6. The Juvenile or Adult Probation Officer will refer the family to their department's service providers or other appropriate community-based social service providers to address the youth's needs. Families with private insurance may attain services through their own providers.

7. Some JJAEP facilities may have nurses, counselors, and caseworkers available such as Communities in Schools (CIS) caseworkers, or school counselors that may assist in determining other needs; they are available to make referrals for other services that are not provided by the school with outside agencies such as medical, teen pregnancy services, or vocational agencies.

8. If counseling services are deemed necessary due to the student's risk factors and the student is under the jurisdiction of the El Paso County 65thDistrict Court, these services must be reflected in the disposition documentation.

9. Any therapeutic or counseling services will be provided through a qualified and/or credentialed service provider or the family's health provider.

(f) Meals. (1) Written policies and procedures must require that each student in attendance at the JJAEP is provided a lunch meal on each school day. (2) A student may not be denied a lunch meal as a disciplinary measure.

POLICY

It is the policy of the El Paso County JJAEP to ensure that all students are provided at least one (1) nutritious lunch meal during the course of the school day. Mealtimes shall be conducted in an orderly, quiet, and respectful environment. Meals shall never be used as a disciplinary tool or withheld for behavioral reasons.

PROCEDURE

1. The YISD shall provide lunch to each student assigned to the JJAEP in accordance with the JJAEP Interlocal Agreement.
2. Students must be properly monitored during meal hours by JJAEP operational staff.
3. Meals shall not be withheld, delayed, or disrupted as a form of discipline or sanction against a JJAEP student for their behavior.
4. Every student will be provided with a food tray regardless of their preference or willingness to consume the meal.

(g) Medical. (1) Authorization to Consent to Treatment. The JJAEP must have on file for each student: (A) an authorization to consent to medical treatment in accordance with Section 32.001, Family Code, signed by the student's parent, guardian, or custodian; or (B) documentation indicating the parent, guardian, or custodian has refused to sign. (2) Medication Administration. The JJAEP must have written policies and procedures governing the administration of medication to students. The policies and procedures must: (A) specify which personnel are authorized to dispense medication to students; (B) identify requirements for the storage, use, and distribution of all medication provided to students; (C) require the student's parent, guardian, or custodian to provide a written request for the administration of the medication; (D) specify that the JJAEP will not accept medication unless it is in the original, properly labeled container; and (E) require that distribution of all medication be documented, including the date/time administered, name of the person who administered, student's name, type of medication, and dosage.

POLICY

El Paso County JJAEP shall comply with TJJD standards, applicable school district policies, and provisions of the Texas Human Resources Code regarding medical procedures. While the JJAEP does not offer an intensive physical education program, it will adhere to all guidelines concerning student health, medication administration, and medical emergencies.

PROCEDURE

1. The JJAEP campus shall obtain a Medical Release Form signed by the student's parent, guardian, or custodian as part of the initial intake process.
2. During intake, the school nurse will conduct a medical intake to determine if the student has any special health needs or medical conditions that may require staff awareness or accommodations.
3. A Medical Consent Form must be completed and signed. If the parent/guardian refuses to sign, the refusal must be documented and maintained in the student's file.
4. Students with existing medical conditions must notify the school nurse or JJAEP Administration.
5. Students taking medication must have a written order or prescription from a licensed Texas Physician.
6. Only the nurse or parent/guardian are permitted to administer medication.
7. All medication must;
    a. Be stored in a locked cabinet in the nurse's office.
    b. Be in the original, properly labeled container.
    c. Be logged in a medication administration log that is maintained by the school nurse.

8. If a student presents with a condition that may require further evaluation, the school nurse shall refer the family to an appropriate medical provider. Failure to follow the nurse's recommendations may result in a DFPS report.
9. For students with chronic or life-long conditions (e.g., diabetes, seizures), the nurse will ensure that appropriate measures and accommodations are in place to safeguard the student's health while attending the JJAEP.
10. If a student is diagnosed with a cardiac or respiratory condition, the nurse may require written medical clearance before allowing participation in any physical activity or community service projects that involves exertion.
11. In instances of medication error, including but not limited to, ingestion of incorrect medication or overdose of medication, or if a student alleges to have ingested incorrect or overdose of medication; the following procedures must be adhered to immediately:
    - **a.** Contact poison control at 1-800-222-1222.
    - **b.** Contact nurse.
    - **c.** If nurse is not on duty, contact EMS.
    - **d.** Student should be transported immediately to the hospital.
    - **e.** Parents/guardians, district officials, and JJAEP Administrator/JPD officials should be contacted immediately.
    - **f.** A TJJD incident report must be completed within 24 hours of incident (Serious Injury and/or Supervisory Neglect).
    - **g.** If the nurse has any medical records that could be beneficial to emergency personnel or doctors, copies should be provided to emergency personnel.

(h) Programs that Include Intensive Physical Activity. (1) Weather-Related Policies. A JJAEP that has an intensive physical activity component must develop written policies and procedures regarding extreme weather conditions. These policies and procedures must address the following: (A) gradual acclimatization to hot weather; (B) student clothing for various weather conditions; (C) specific criteria for temperature and humidity level and other weather conditions that indicate when outside activity is not allowed; and (D) the provision of a water break to students at least once every 30 minutes during the intensive physical activity period. (2) Pre-Participation Physical Evaluation. (A) A student may not participate in intensive physical activity unless the student has received a pre-participation physical evaluation performed by a Texas-licensed: (i) physician; (ii) physician assistant; (iii)advanced practice registered nurse; or (iv) doctor of chiropractic. (B) The pre-participation physical evaluation must have been completed within one calendar year prior to the student's participation in intensive physical activity. (C) The pre-participation physical evaluation must indicate whether or not the student has any temporary or permanent physical limitations or conditions that would limit or prohibit participation in intensive physical activity. (D) The JJAEP must adhere to the limitations or prohibitions noted in the pre-participation physical evaluation report.

POLICY

The El Paso County JJAEP provides physical education and activities to all enrolled students as part of the instructional program. However, it does not include an intensive physical activity component at any of its facilities. Therefore, students will not be required to undergo physical activity screenings as part of their participation in physical education activities.

§348.210 STUDENT ATTENDANCE ACCOUNTING

(a) Administrator's Responsibility. The JJAEP Administrator must ensure that attendance records for all students enrolled in the JJAEP are accurately documented, maintained, and reported to TJJD. **(b) Aggregate Attendance Accounting.** (1) The expulsion category of each student enrolled must be recorded on the student attendance records. (2) A specific character on the student attendance record must be used to identify a student's status as present, absent, or inactive. **(c) Student Entry and Exit Accounting.** (1) The student's recorded entry date is the first day the student is physically present at the JJAEP. (2) A student's recorded withdrawal date is the first school day on which the student is no longer enrolled in the program. The withdrawal date cannot be a date on which the student was present. (3) The JJAEP must maintain daily student sign-in sheets that contain each student's printed name and signature. (4) The time of entry or exit must be noted on the student sign-in or sign-out sheet for a student who arrives late or leaves early on any school day. (5) During the regular school year, a student must be present for at least four hours of the school day for it to qualify as an attendance day. **(d) Inactive Status.** (1) A student must be placed on inactive status if he or she: (A) is in juvenile detention and is not permitted to attend the JJAEP; (B) is in jail; (C) is a documented runaway; (D) is absent for a minimum of four consecutive school days due to an illness or other medical reason documented by a licensed physician, physician assistant, or advanced practice registered nurse; or (E) is absent for a minimum of 10 consecutive school days, which may roll over to the start of the next semester attended by the student. (2) Inactive status begins on the date the event resulting in placement on inactive status begins, as noted on the verification documentation. The documentation must be maintained in the student's file. If verification documentation is not provided, inactive status may not begin until the 11th consecutive school day of absence. (3) A student who is maintained on inactive status for 30 consecutive school days must be withdrawn on the 31st day of inactive status. A student may not be maintained on inactive status for more than 30 consecutive school days, which may roll over to the start of the next semester attended by the student. **(e) Reporting Absences.** The JJAEP must have written policies and procedures that specify which staff member is responsible for reporting absences to the sending school district, which must occur at least once per week.

POLICY

It is the policy of the El Paso County JJAEP to ensure the accurate validation of student expulsion categories, attendance (including total days present and absent), and inactive status in accordance with TJJD requirements and interlocal agreements with participating districts.

PROCEDURE

1. Each JJAEP student shall sign in at the exact time of arrival and sign out at the exact time of departure to ensure accuracy and minimize errors on the monthly activity report. The sign-in sheets shall be completed daily and include the student's printed name with their legible signature beside it.
2. Students must remain in attendance within the JJAEP for a minimum of four (4) hours of the school day during the regular school year to be considered present for JJAEP standards and reimbursement. However, for purposes of improved academic outcomes, JJAEP students should remain in attendance for the entire instructional day.
3. For purposes of attendance accounting, a student officially begins JJAEP on the first day the student is physically present in JJAEP course instruction for a minimum of four (4) hours. This does not include the JJAEP intake process unless the intake is followed by course instruction totaling four (4) hours or more.
4. The school attendance clerk or registrar for the JJAEP campus shall provide all student attendance records by the third (3rd) calendar day of each month in accordance with the JJAEP Interlocal Agreement related to the MAR process.
    a. The school attendance record (covering the entire month) and the monthly sign-in sheet for each student must be submitted together as part of the Monthly Activity Report (MAR).
    b. The JJAEP campus attendance clerk or registrar is required to notify the assigned Probation Officer or JJAEP Administrator of any student prolonged absences. In accordance with the Texas Compulsory Attendance Law, the JJAEP will comply with all related truancy reporting requirements, including timely referrals to the appropriate entity.
5. Absences extending beyond ten (10) consecutive school days will be recorded as "Inactive days" and must be supported by documentation attached to the monthly attendance records. Acceptable documentation includes confirmation that the student was detained, incarcerated, had runaway/absconded status, or experienced a documented extended illness or medical condition certified by a licensed physician or physician's assistant.
6. If it is determined that the student will not return, or has not returned, within thirty (30) consecutive school days, the JJAEP shall officially withdraw the student from the program on the 31st day. A student shall not be

maintained on "Inactive Status" for more than thirty (30) consecutive school days. In the event the JJAEP campus implements online instruction as part of their COOP plan due to extenuating circumstances, a youth who is unable to locate or becomes inactive may not be withdrawn or removed from JJAEP.

7. The official withdrawal date shall reflect the first full school day student is no longer enrolled in the program. This date is not the last the student attended JJAEP courses but the next full day of non-attendance.
8. YISD shall complete, review, approve, and sign the JJAEP Monthly Activity Report (MAR) **(APPENDIX K-JJAEP MONTHLY ACTIVITY REPORT**) each month and submit it, along with all required supporting documentation, to the JJAEP Administrator by the third (3rd) calendar day of the month. If the third calendar day falls on a weekend or holiday, the submission shall be due the following business day. Late or repeated inaccurate submissions may be considered non-compliant.
9. The identified Campus Administrator shall review and approve the MAR prior to its submission to JPD as part of JJAEP accountability quality assurance efforts. This will also assist to minimize errors on the MAR report.
10. The JJAEP Administrator retains the authority to reconcile any discrepancies. Any discrepancies, errors, or lack of supporting documentation originating from YISD that cannot be reconciled will be considered non-compliance and noted as part of the Compliance Monitoring Report, Annual Management Review and/or Annual Performance Review.
11. Upon final internal approval, the JJAEP Administrator will forward the Monthly Activity Report, attendance voucher and all supporting documentation to TJJD by the 10th calendar day of each operating month.
12. Late submissions are non-compliance and will require the JJAEP Administrator to send an email to the TJJD Performance Accountability Specialists and cc copy the Chief Juvenile Probation Officer and the El Paso County Auditor's Office specifying the reasons for lateness and action plan to submit MAR documentation as soon as possible.
13. Reimbursement to districts is done on a quarterly basis, however, voucher is submitted to the state on a monthly basis.

§348.212 INTER-LOCAL COOPERATION

Inter-Local Cooperation. (a) Parent, Guardian, or Custodian. (1) Progress reports must be given to the student and the student's parent, guardian, or custodian a minimum of once every 120 school days. (2) Except in cases where a parent, guardian, or custodian withdraws a student, the JJAEP must notify the student's parent, guardian, or custodian in writing of the student's withdrawal from the JJAEP prior to the withdrawal date unless the date is not known prior to the withdrawal. The JJAEP must maintain this documentation. (b) School District. (1) Student Entry and Exit Transition Plans. (A) For each student, the JJAEP must coordinate with the sending school district to develop a written transition plan for entrance into the JJAEP. (B) For each student, the JJAEP must develop a written exit transition plan, provide the plan to the receiving school district, and maintain written verification that the plan was sent. The exit transition plan must include all information regarding courses in progress or completed, current grades for courses in progress, and number of attendance days and absent days. (C) The JJAEP must provide the student and the parent, guardian, or custodian with a copy of the exit transition plan. (2) Student Assessment. All students enrolled in the JJAEP must take the statewide assessment as required under Section 39.023, Education Code. The JJAEP must have policies and procedures addressing: (A) the delivery of testing materials to and from the JJAEP if the assessment is administered on-site; and (B) the administration of the statewide assessment to the students.

POLICY

Each school district's expelling entity shall notify the student's parent, guardian, or custodian, the JJAEP campus, and the JJAEP Administrator of the student's enrollment into and exit from the JJAEP. Strong emphasis shall be placed on parental engagement through the JJAEP intake and exit transition meetings, during which a regular educational review will inform parents/guardians of the student's academic standing. While the student is enrolled in the JJAEP, each participating district shall also provide academic progress reports to parents/guardians at least once per semester or earlier, if requested by the El Paso County 65th District Court.

PROCEDURES

A. JJAEP PROGRAM REFERRAL AND ENTRY:

1. Pursuant to Texas Education Code §37.0081, the authority to expel and place a student in an alternative school setting rests with the school district's Board of Trustees or its designee.
2. The designated Behavior Coordinator on each campus/district shall carry out the responsibilities outlined in Texas Education Code, Chapter 37 before placing a student in a JJAEP, including cases where a student already enrolled in JJAEP becomes subject to in-school (ISS) suspension or out-of-school suspension (OSS).
3. The expelling school district must conduct an expulsion hearing and forward the final expulsion containing all required data including the TSDS number, to the JJAEP Administrator no later than three (3) business days after the final appeal hearing is concluded and decision to expel is upheld. Failure to provide this documentation will result in the student remaining in the district's disciplinary alternative education program (DAEP).
4. Days served in DAEP while a student awaits JJAEP placement will count toward the student's JJAEP expulsion term. The JJAEP Administrator has the authority to change/update the JJAEP estimated exit date.
5. Placement documentation submitted to the JJAEP Administrator will be reviewed to verify that eligibility criteria are met under Texas Education Code, Chapter 37.007 and the Interlocal Agreement. Documentation must demonstrate:
    - **a.** The student's alleged offenses must be one that qualifies as a mandatory expulsion offense under in §37.007 (a), (d), and (e) of the Texas Education Code. **(SEE APPENDIX L–JJAEP OFFENSE CODES).** The conduct does not have to occur occurred on school property or while attending a school-sponsored or school-related activity to warrant placement in JJAEP.
    - **b.** If the offense is drug or alcohol related and is punishable as a felony, it **does not** have to occurr on school property or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity, whether on or off school property.
    - **c.** Participating Districts shall adhere to the guidelines established under Texas Education Code 37.302-.303, 37.304, 37.305, 37.306, 37.309-.310, 37.311 with regard to students placed in a JJAEP due to an offense which requires them to register as a sex offender. Participating Districts must adhere to expulsion term established guidelines as delineated in this policy and reflected on the JJAEP Interlocal Agreement.
    - **d.** The expelling school district **MUST** file a formal offense report with the appropriate law enforcement agency describing the conduct that led to expulsion.
    - **e.** The law enforcement agency **MUST** make a formal referral of the offense to the juvenile court or, for adult students, to the appropriate adult criminal justice system
    - **f.** Students referred to JJAEP must be expelled for a minimum of seventy-five (75) school days. The maximum term may not exceed one hundred eighty (180) school days, except in firearm-related cases, where the term may be extended to a maximum of one (1) calendar year.
    - **g.** In cases where student enrollment at the JJAEP nears capacity:
        - **(i)** YISD is not required to serve more than thirty (30) students placed at JJAEP concurrently. However, should special circumstances arise in the event that JJAEP enrollment reaches 90% of capacity, or if a single Participating District accounts for more than 67% of enrolled students. YISD may limit individual student placements to a maximum of 100 school days, and the standard 75-day placement review may be scheduled earlier, subject to district agreement.
        - **(ii)** A waiting list shall be initiated once JJAEP enrollment reaches 90% capacity. During this time, Participating districts are responsible for placing expelled students in their own DAEP.
        - **(iii)** Students shall be accepted into JJAEP from the waiting list in the order received, provided the student has at least forty-five (45) school days remaining in their expulsion term.

(iv) Student expelled for violent conduct or firearm-related offenses will receive will priority placement up to full capacity.

(v) In the event a student enrolled in the JJAEP commits a disciplinary infraction that violates the YISD or the JJAEP Student Code of Conduct, disciplinary action may be taken, including the extension of the expulsion term and JJAEP placement, as outlined in the Student Code of Conduct.

(vi) The JJAEP will not accept referrals within the last three (3) weeks of YISD's instructional school year. Referrals received during this period, will be denied, and the referring district will be responsible for placing the student in its own DAEP through the end of the school year.

h. Pursuant to Section 37.011(k)(3) of the Texas Education Code, a student may be placed in the JJAEP if the student engages in serious misbehavior as defined in 37.007(c), TEC. However, El Paso County and YISD shall only accept students expelled for mandatory offenses as outlined in **EXHIBIT A** of the JJAEP Interlocal Agreement between the Juvenile Probation Department and the ISD's operating and participating in JJAEP services.

i. In order to be accepted for placement in JJAEP, a student must be aged ten (10) and over and in grade 6 or higher and be expelled. The Participating District will fully consider all mitigating factors, exhaust all appeals and alternative DAEP placement before determination is made to place the student in JJAEP.

(i) The Participating District is aware and agrees that such student shall be placed and will receive educational services with middle school students at Cesar Chavez Academy Middle School.

(ii) Placement in JJAEP will not exceed twenty (20) school days, and enrollment of the elementary school student will not require YISD to add or reassign staff to meet teacher to student ratios on secondary levels.

(iii) Participating districts acknowledge and accept that El Paso JJAEP may, but is not required to separate middle school students from high school students in accordance with the Interlocal Agreement.

6. Within three (3) business days of an expulsion hearing held under §37.009 of the Texas Education Code, each Participating District must provide the El Paso County Juvenile Probation Department with a copy of the expulsion order, along with all required information under §52.041 of the Texas Family Code. Failure to do so will result in the student remaining in the district's DAEP until proper notice is submitted.

7. The expulsion notice must also be provided to the parent/guardian, JJAEP Campus, and JJAEP Administrator, and must include:

a. Student's full name and Date of birth.

b. Mandatory offense and corresponding offense code.

c. Expulsion term details:

(**i**) Expulsion date

(**ii**) Expulsion term expiration date

(**iii**) Identified review date

d. Texas Student Data System (TSDS) number.

e. PIEMS number.

f. Law Enforcement Agency (LEA) incident report number.

g. If student is classified as special education and/or 504. Special education and 504 documents must be provided to the JJAEP Administrator alongside the expulsion notice package.

8. If the student receives special education services, the Participating District must provide a copy of the most recent and complete Admission, Review, and Dismissal (ARD) documentation, including the manifestation determination, current IEP, and eligibility assessment.

9. Each Participating District must provide a copy of the law enforcement report or "Notice of Delinquency" corresponding to the expellable offense at the time of expulsion letter submission.
10. For adult students with pending charges in the adult criminal justice system, the JJAEP Administrator may accept offense records obtained from On-Call Records (WebRMS) if verified to meet mandatory expulsion criteria and supported by probable cause.
11. Upon receipt of all required documentation, the JJAEP Administrator will issue a "REFERRAL ACCEPTANCE FOR JJAEP PLACEMENT" within three (3) business days to the referring school and campus administrator. **(SEE APPENDIX M – JJAEP ACCEPTANCE FORM).** While the student may be accepted for placement, official enrollment in the JJAEP does not occur until the student's first day of attendance**.**
12. If the offense or documentation fails to meet eligibility standards, the JJAEP Administrator will issue a "REFERRAL DENIAL" form to the referring school. **(SEE APPENDIX M-1 – JJAEP DENIAL FORM)**
13. If a student fails to enroll in the JJAEP within ten (10) school days of the JJAEP acceptance (in which no appeal is pending), the placement will be rescinded.
14. To ensure a smooth transition and compliance with Texas Administrative Code 348.212, the sending campus must immediately provide a written transition plan, including transcripts, all required school and discipline records, and LEP or SPED documentation, to the JJAEP Campus.
15. Upon issuing the JJAEP Acceptance Form, the JJAEP Administrator will also submit a JJAEP Request for School Records. The expelling district shall provide all necessary records within three (3) business days of the acceptance determination.
16. School records must include:
    a. The withdrawal form from the home school.
    b. Complete transcripts and grades.
    c. CUM file.
    d. Special Education Records, if applicable to include ARD documentation such as the Manifest documentation and IEP upon exit.
    e. Notification of Expulsion.
    f. Immunization records.
    g. Final credits earned.
    h. State assessment results (SEE EXIT DATA REPORTING)
17. The JJAEP Campus will schedule a JJAEP Intake appointment with the student and parent/guardian within seven (7) to ten (10) school days of JJAEP acceptance. If this timeline cannot be met, the JJAEP campus must communicate reasoning to JJAEP Administrator.
18. Although a student may be accepted into JJAEP, enrollment in the JJAEP may be delayed due to capacity limits or other special circumstances.
19. During the JJAEP intake, the student and their parent/guardian will receive a copy of the JJAEP Student Code of Conduct (SCC) and sign the **JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGMENT STATEMENT (APPENDIX N)** along with other JJAEP intake documents to include the **Abuse, Neglect and Exploitation Form (SEE APPENDIX S).** An emphasis will be placed on the JJAEP's policy regarding a zero-tolerance for sexual abuse, prevention of Abuse, Neglect or Exploitation and compliance with the Prison Rape and Elimination Act (PREA) for all juvenile justice programs, to include JJAEP.
20. At the start of each school year, or as deemed appropriate, Participating Districts will conduct placement reviews for those expulsions carried over from the prior school year and who have reached or exceeded their 75th day placement day in JJAEP.
21. If a student is accepted into the JJAEP but not enrolled due to voluntarily withdrawal by the parent/guardian, the student will remain eligible for JJAEP placement if re-enrolled in a participating district. However, the referring district must hold a new expulsion hearing and issue an updated expulsion term along with the required expulsion package.

B. PROGRESS REPORTS

1. Progress reports for students enrolled in the JJAEP shall be provided to the parent, guardian, or custodian and the JJAEP Administrator or assigned supervision officer at a minimum of once every 120 days or more frequently upon request by the JJAEP Administrator or the 65th District Court.
2. The JJAEP Campus shall regularly review the student's progress towards meeting adequate academic standards. The JJAEP Exit Transition Meeting shall be held prior to the student's return to the home campus to:
    - **a.** Review the student's academic and behavioral progress.
    - **b.** Discuss achievements and obstacles during JJAEP placement.
    - **c.** Develop a graduation or educational transition plan.
    - **d.** Identify necessary supports to help the student remain successful post-placement.

C. JJAEP EXIT CRITERIA

1. A student shall exit the JJAEP under the following conditions:
    - **a.** Upon completion of the expulsion term as stated in the student's official expulsion letter.
    - **b.** Upon completion of court-ordered or deferred supervision, or
    - **c.** At the discretion of the expelling school district, provided the district notifies the JJAEP Administrator in writing of its decision to end the placement. It is strongly recommended that districts expel students for a minimum of seventy-five (75) school days, which allows sufficient time for the student to demonstrate academic and behavioral progress and to complete the IOWA standardized post-test.
2. All Participating Districts provide an appeal process for expulsion decision. A school district retains the authority to make an administrative decision to remove a student from the JJAEP and either return the student to their home school or place them in the district's Disciplinary Alternative Education Program (DAEP). Written notification must be submitted to the JJAEP Administrator by the school district or its designee. This notification shall be documented in the student's JJAEP electronic file.
3. If an expulsion decision is overturned, the Participating District must notify the JJAEP Administrator on the same business day the decision is made.
4. Students who have been enrolled in the JJAEP for at least sixty-five (65) school days shall be administered the IOWA Post-Test prior to their projected exit date.
5. Assigned Juvenile Probation Officers must inform the JJAEP Administrator at least thirty (30) calendar days in advance if early termination of court supervision or deferred prosecution is being recommended. This advance notice is necessary to ensure that the student can be post-tested prior to exit from the program and reimbursement purposes. Failure to notify may result in missed testing if the student exits the program due to supervision ending.
6. When a student completes a legal supervision status (e.g., Deferred Prosecution (DP), Court Ordered Probation, Adult Community Supervision), or receives a Motion to Terminate, Review Hearing Order, or Letter of Closure/Completion, the JJAEP Administrator or designee shall promptly inform the JJAEP Campus and the student's home district of the change in legal status.
    - **a.** Following receipt of a legal status change, the school district shall determination whether to transfer the student to their Disciplinary Alternative Education Program (DAEP) or re-enroll the student at the home campus. turn the student to their home school.
7. If the student court disposition results in dismissal, not guilty, or prosecutorial decline the district must receive supporting documentation. Upon receipt, the districts shall determine disciplinary action.
8. The JJAEP Campus shall submit a Withdrawal Form or Universal Lever Form to the JJAEP Administrator within five (5) school days of exit from the program.
9. The JJAEP withdrawal packet will assure that that the home school receives all the necessary information needed for the student's continued success. **(APPENDIX O – EXIT DATA REPORTING FORM)**

10. Students exiting the JJAEP during the summer due to completion of supervision will be counted toward the prior school year's enrollment data. The cut-off date for summer exit reporting is the day before the start of the new school year.

D. EXIT TRANSITION MEETINGS

1. Upon receiving notice from the JJAEP Administrator that a student is exiting due to completion of the JJAEP term of termination of supervision, the JJAEP Campus Administrator will coordinate an Exit Transition Meeting with the student's home school.
2. The purpose of this meeting is to fulfill requirements under Texas Administrative Code §348.212 and develop a plan that promotes academic success, social reintegration, and continued progress upon the student's return to their home campus.
3. Participants invited to the Exit Transition Meeting include:
    a. JJAEP Campus Administrator.
    b. JJJAEP Campus Counselor.
    c. Communities in Schools Coordinator (CIS)
    d. JJAEP Campus Teachers or SPED Teacher (if applicable).
    e. Home Campus Administrator
    f. Home Campus Counselor
    g. Assigned Juvenile Probation Officer or JPD Representative
    h. Student and Parent/Guardian.
4. The meeting will include a review of the student's JJAEP placement, progress, and accomplishments, and will establish a graduation or educational transition plan. The following information shall be reviewed during the JJAEP Exit Transition Meeting:
    a. Courses attended during JJAEP placement.
    b. Credits earned and credits pending.
    c. Disciplinary and behavioral progress.
    d. Attendance record.
    e. IOWA assessment pre and post test scores, if available.
    f. STAAR or TAKS assessment scores.
    g. Transcript and grades in progress.
    h. Academic accomplishments and personal improvements.
5. At the time of official exit, the parent or guardian will receive a withdrawal packet from the JJAEP campus. This package includes, grades, credit earned, attendance records, and withdrawal forms.
6. The JJAEP will forward the student's official transcript to their home school campus for placement and reintegration purposes.
7. The JJAEP Registrar shall ensure that all grades and course credit earned are transferred to the sending school district at the time of reentry.
8. For graduating students, a transcript must be provided indicating that the student is being recommended for graduation.
9. If the student's court disposition or legal status changes such as charges (e.g., case downgraded, dismissed, reduced to a misdemeanor, or no disposition), it is the responsibility of the student's school district to determine whether the student will return to their home campus or be placed into the district's DAEP.

E. STATEWIDE ASSESSMENT

1. It is the policy of the El Paso County JJAEP that all enrolled students shall participate in the State of Texas Assessment of Academic Readiness (STAAR) and the End-of-Course (EOC) exams in accordance with TEA guidelines and grade level.
2. Students enrolled in JJAEP will take the STARR assessment at their assigned grave level.
3. All testing personnel shall be trained in accordance with TEA guidelines through a pre-scheduled staff development session prior to test administration.

4. Each JJAEP campus shall appoint a designated testing coordinator (typically the school counselor) responsible for:
    a. Maintaining test security,
    b. Ensuring proper administration of assessments, and
    c. Safeguarding the confidentiality of the testing materials.
5. Designated teachers may assist the principal or testing coordinator with verifying student grades, securing test materials, and administering the tests in full compliance with TEA requirements.
6. All state assessments scores shall be reported to the student's home school district as part of the JJAEP exit process.
7. Assessment scores will be retrieved by personnel with authorized access to TEA testing portal. These scores are required for inclusion in the TJJD Annual Performance Evaluation. **(SEE APPENDIX O – EXIT DATA REPORTING FORM)**
8. Students in JJAEP student who do not meet passing standards on STAAR (grades 3-8 or EOC) must receive accelerated instruction, which may include:
    a. Instruction from a recognized, exemplary, or master-certified teacher, or
    b. Supplement tutoring delivered before or after school, or embedded into the student's regular instructional schedule

(c) Juvenile Probation Departments. (1) The JJAEP and the local juvenile probation department must jointly coordinate the provision of needed social services for the students enrolled in the JJAEP. (2) Local juvenile probation departments must provide to the JJAEP information regarding the probation status of each student and the name of the student's juvenile probation officer. (3) The JJAEP must provide the local juvenile probation department with monthly attendance records of juvenile probationers enrolled in the JJAEP.

POLICY

The El Paso County Juvenile Probation Department shall collaborate with the JJAEP to ensure students have access to appropriate social services and supports. JPD and the JJAEP Campus will coordinate and exchange necessary information regarding a student's probation status. In turn, the JJAEP Campus shall provide the JJAEP Administrator with monthly reports documenting each student's attendance, academic progress, and discipline records.

PROCEDURE

4. Within five (5) business days of a student's acceptance into the JJAEP, the JJAEP Administrator shall issue a JJAEP Collaboration and Status Notice to the JJAEP Campus and the assigned Juvenile Probation Officer. This notice shall include:
    a. Student's JJAEP start and projected end date.
    b. Eligible offense resulting in JJAEP placement.
    c. Student's current court or supervision status.
    d. Upcoming court dates, if disposition is still pending.
    e. School record request and JJAEP Exit Transition Meeting information.
    f. Name and contact information for the assigned Juvenile Probation Officer (if applicable).
    g. Notification to the Juvenile Probation Manager and Director to ensure continuity of supervision and support.
    h. Updates regarding any changes in court disposition or assigned probation officer.
    i. Clarification on placement status if the academic year is concluding.

5. The JJAEP campus liaison shall provide the following documentation to the JJAEP Administrator on a monthly basis. These records are critical for monitoring student progress and fulfilling court or supervision requirements:
    a. Monthly Activity Report (MAR).
    b. Student Roster/Spreadsheet - Identifies current enrollments and exit dates, submitted with MAR

c. Attendance Records - Especially for students on court-ordered probation, as probation officers may need to request these for reporting or court hearings

d. Grades in Progress and Discipline Referrals - Required for all significant behavioral incidents in violation of the JJAEP Student Code of Conduct. All disciplinary referrals, including minor infractions, should be included for comprehensive court documentation

§348.214 PHYSICAL PLANT

Physical Plant. (a) The JJAEP must conform to all applicable federal, state, and local ordinances and codes. Each JJAEP must have on file the most recent inspections (i.e., health and fire) conducted by the local governmental authority having jurisdiction. (b) The number of occupants in the JJAEP may not exceed the rated capacity as determined by the appropriate fire authority. The JJAEP must maintain documentation from the appropriate fire authority for the rated capacity of each classroom and for the entire building. (c) The classroom space and common areas must be adequate to meet the programmatic requirements for each student enrolled and in attendance in the JJAEP, including sufficient seating and desks or tables. (d) All fixtures, including any emergency lighting, must be in working order. (e) Repairs must be made promptly to all furniture, equipment, and fixtures currently in use that are not in safe working order.

POLICY

El Paso County JJAEP shall comply with all applicable federal, state, local building codes, ordinances, and regulations, as well as TJJD standards regarding physical plant operations and safety. To ensure compliance, the PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT shall be utilized annually. This review will evaluate the status of health and fire inspections, occupancy signage in classrooms and common areas, and the adequacy of classroom spaces, fixtures, and common areas to meet the programmatic needs. **(SEE APPENDIX E AND E1 – PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT).**

PROCEDURE

1. All emergency exits within each of the JJAEP buildings must be:
    - **a.** Properly located and accessible.
    - **b.** Clear from obstruction
    - **c.** Permanently marked and visible for evacuation during fire or other emergencies.
2. Places of assembly must have a minimum of two (2) operational exit options.
3. Occupancy limits for all facilities must be posted and established in accordance with guidance form the local Fire Marshal. These include:
    - **a.** Rated capacity for each classroom.
    - **b.** Rated capacity of the cafeteria (with or without tables).
    - **c.** Rated capacity of the gymnasium area (if applicable).
    - **d.** Overall facility capacity as determined by the local Fire Marshal.
4. The JJAEP Campus shall ensure that the JJAEP facility maintains:
    - **a.** Comprehensive property insurance.
    - **b.** General liability insurance.
    - **c.** Workers' compensation insurance, in accordance with applicable laws. A copy of the insurance policy may be obtained through the school district's central office.
5. Interior finish materials and furnishings in classrooms, exit areas, and public assembly areas must meet the National Fire Safety Codes (NFPA) standards and applicable codes.
6. The JJAEP Campus must maintain separate and secure space for all mechanical equipment, including HVAC, electrical systems, and other infrastructure.
7. The JAEP Campus shall implement effective safety and security measures to:
    - **a.** Ensure the protection of students and staff.

   b. Restrict access to unauthorized individuals or the general public. All visitors must check in with the campus front desk upon arrival and obtain appropriate authorization prior to entering the campus.
8. The JJAEP Campus must comply with all applicable federal, state, and local building codes. A valid "Certificate of Occupancy" issued by the City of El Paso must be maintained on site and available for all inspections.
9. To determine compliance with this standard, the following will be reviewed:
   a. Fire Inspection Report – Must be posted in a visible area within the facility.
   b. Health Inspection Report – If applicable, must be posted in the kitchen or food service area.
   c. Food Handler Certifications – If applicable, must be posted in the kitchen or food service area.
10. The **JJAEP COMPLIANCE MONITORING ASSESSMENT-PHYSICAL PLANT** shall be conducted annually by JPD/JJAEP Administrator. Additional assessment may be conducted if repeated non-compliance is identified.
   a. JJAEP Campus Administrators will be notified of discrepancies and provide two (2) weeks to correct the deficiencies pe Texas Administrative Code §348.214.
   b. The Physical Plant Compliance Monitoring Assessment will be reviewed by the Director of Intake Services for approval and guidance on actions to be taken on any incidents of non-compliance found within any of the JJAEP facilities.
   c. Compliance monitoring reports will also be forwarded to the Juvenile Chief Probation Officer for review. CJPO has the authority to communicate compliance and non-compliance matters directly to district superintendents, school administrators, and other district officials overseeing alternative schools including JJAEP.

§348.216 SAFETY, SECURITY, AND EMERGENCY RESPONSE

(a) Security Plan. The JJAEP must have a written plan that addresses security: (1) within the JJAEP building(s); (2) on the JJAEP campus; (3) at JJAEP-sponsored events that take place off campus property; and (4) during transportation of JJAEP students; if applicable. **(b) Transportation** The JJAEP must have written policies and procedures that govern the use of motor vehicles to transport students enrolled in the JJAEP. The policies and procedures must address the following: (1) authorized methods of transportation; (2) security and supervision requirements; (3) authorized transport personnel; (4) procedures for responding to emergencies while transporting students; (5) a requirement to possess appropriate auto liability insurance when transporting students in personal vehicles, if allowed; and (6) circumstances under which a student is allowed to drive a personal vehicle to the JJAEP campus. **(c) Emergency Situations.** The JJAEP must have written policies and procedures regarding emergency situations. The policies and procedures must address the following: (1) emergency evacuation plans; (2) assignment of staff responsibilities; (3) notification of emergency services; and (4) procedures for specific emergency situations, including: (A) fire; (B) bomb threat; (C) hazardous weather conditions; (D) active shooter event; and (E) riot. **(d) Medical Emergencies.** The JJAEP must have written policies and procedures addressing medical emergencies. The policies and procedures must address the following: (1) obtaining medical assistance; (2) when emergency medical services must be called; (3) notification to appropriate staff and to the parent, guardian, or custodian of the student involved; and (4) documentation of the incident.

POLICY

The El Paso County JJAEP shall maintain a comprehensive security plan that ensure students and staff remain safely contained within the facility, prevents unauthorized access by the general public, and facilitates efficient communication and coordination among staff. The JJAEP Campus shall designate the front desk as the control area, which must be staffed during regular operational hours. Additionally, a written security plan shall be maintained for school-sponsored events held off campus and for transportation of JJAEP students.

CRISIS RESPONSE PROCEDURES

In the event of a crisis:

1. The first responder or designated person shall notify the front desk/control area.
2. Alarm systems may be activated to initiate lockdown or evacuation protocols.
3. Support staff using radios and security personnel will announce the designated emergency code (e.g., Code Red).
4. The JJAEP Campus Administrators and designated response team will report directly to the crisis location.

5. Fire drills shall be conducted at least twice (2) per academic year to evaluate response readiness. A fire drill code report and log must be completed by the JJAEP Campus Administrator or designee and submitted for review.

FRONT DESK/CONTROL AREA OPERATIONS:

1. Must be staffed by at least **one (1) staff member** during regular business hours.
2. JJAEP Campus Administrators will rotate monitoring duties if support staff are unavailable.
3. Phones at the control area are for official use only. Personal calls must be minimized to preserve campus security.

VISITOR CONTROL/GENERAL PUBLIC:

1. Visitors must report to the front desk, sign in, and declare the purpose of their visit.
2. No visitor shall pass the control area without prior authorization or clearance.
3. The public is prohibited from entering the main corridor, interior spaces, and classrooms without clearance.
4. Suspicious activity or unauthorized persons on campus grounds must be reported immediately to campus security including EPPD and the JJAEP Campus Administrators.

SCHOOL-SPONSORED EVENTS (OFF CAMPUS):

1. While off-campus school-sponsored events involving JJAEP students are rare, appropriate procedures and safeguards are in place to ensure student safety and compliance with all applicable standards in the event such activities occur.
2. JJAEP students must be supervised by an adequate number of authorized staff at all times.
3. Headcounts shall be conducted periodically throughout the event to ensure all students are accounted for.
4. Any staff member transporting students in a personal vehicle must have current liability insurance on file and maintain appropriate documentation.
5. A signed parental authorization form must be obtained prior to a student's participation in any off-campus activity.
6. In the event of a serious incident occurring during an outing, staff shall follow the same emergency procedures that apply on campus. Emergency services, JJAEP Campus Administrator, JJAEP Administrator, and TJJD shall be notified. A TJJD Incident Report must be submitted within 24 hours for any serious incidents or ANE allegations.

SCHOOL BUS TRANSPORTATION

The transportation of students attending the JJAEP is the sole responsibility of the student's sending school district. Neither the JJAEP, nor the Educational Fiscal Agent is responsible for arranging or providing transportation, including for students with disabilities who require transportation as a related service under federal or state law. Prior to placing an expelled student at the JJAEP, the Participating District shall access the student's access to transportation and must establish a documented transportation plan. If a transportation challenges arise after placement, an emergency meeting with all involved parties, including the student's parents or guardians, shall be held. Should transportation become an ongoing barrier to regular attendance, the student may be exited from the JJAEP and returned to the sending school district.

The Sending District's transportation plan must align with the YISD board-approved calendar, including all designated professional development days, early release days, holiday closures, inclement weather, intersession, Spring Break, and the beginning and end of the instructional year. Any conflicts between calendars must be addressed and resolved by the sending district through appropriate modifications to their transportation plans.

When transportation is provided by the Participating District, parents or another designated responsible adult is encouraged, whenever possible, to supervise their child at the bus stop, particularly during pick-up and drop-off times. However, it is recognized that many parents may have work or other obligations that prevent them from

being physically present. In situations where, Participating District does not provide transportation, it becomes the responsibility of the parent or guardian to arrange reliable transportation to and from the JJAEP. Regardless of the method of transportation, students are expected to arrive at school on time each day. JJAEP personnel who are authorized to transport JJAEP students in personal or district vehicles must possess a valid driver's license and maintain current proof of adequate auto liability insurance.

PROCEDURE

1. Before placing an expelled student at the JJAEP, the Participating District shall assess the student's access to transportation and develop a transportation plan to ensure consistent attendance.
2. If transportation challenges arise after placement, an emergency meeting with all involved parties, including the student's parent or guardian shall be held to identify a resolution.
3. Should transportation continue to be a barrier to consistent attendance despite efforts to address the issue, the student may be exited from the JJAEP and returned to the sending school district.
4. Participating Districts must align their transportation plans with the YISD board-approved calendar, including professional development days, early release days, holiday closures, inclement weather, intersession, Spring Break, and the beginning and end of the instructional year
5. Any serious incidents or negative behaviors involving a JJAEP student during transportation must be reported to the JJAEP Campus Administrator and the JJAEP Administrator.
6. Bus drivers shall follow their own district's policies and procedures for student transportation, vehicle safety, and maintenance.
7. Student misconduct on a school bus that poses a risk to others must be documented in an incident report. The report shall be submitted to the JJAEP Campus Administrator and forwarded to the JJAEP Administrator. Appropriate administrative or legal action may be taken based on the severity of the behavior.
8. A copy of all incident report will be forwarded to the JJAEP Administrator and maintained in the student's JJAEP/JPD case.
9. Emergencies occurring while transporting students must be handled appropriately and in accordance with established protocols, including notification of emergency responders (police, EMS) school administrators, parents/guardians, TJJD (if applicable), and the JJAEP Administrator.

EMERGENCY SITUATIONS

The El Paso County JJAEP shall maintain written policies and procedures regarding emergency situations, including protocols for evacuation, staff responsibilities, and emergency service notifications. Emergency procedures shall include, but are not limited to:

- **A.** Fire
- **B.** Bomb Threats
- **C.** Hazardous Weather Conditions;
- **D.** Active Shooter Event
- **E.** Riots
- **F.** Medical Emergencies

PROCEDURE

A. FIRE

1. The JJAEP shall implement fire prevention practices that prioritize the safety of staff, students, and visitors.
2. The El Paso Fire Department will respond to all fire-related emergencies.
3. The El Paso Fire Department shall inspect the JJAEP Campus fire safety plan annually, ensuring the proper placement of fire extinguishers, first-aid kits, and emergency exits.
    a. Fire extinguishers will be inspected, tagged, and certified annually by an independent and authorized agent.
    b. Any extinguishers used must be recharged and returned to full readiness as soon as possible.

4. The JJAEP Campus Administrator shall ensure that all staff receive training in the use of fire safety equipment and emergency procedures

Combustible Refuse:
All combustible refuse (e.g., rags used with flammable liquids) shall be disposed of immediately in exterior metal dumpsters. At no times will combustible materials such as this be kept or stored within the JJAEP campus facilities.

Fire Drill Procedures:
Fire drills must be conducted at least twice (2) per year, though individual school districts may require more frequent drills.

1. The JJAEP School Administrator or designee shall schedule and supervise the drills. Prior notification to students is discouraged to maintain realistic response times.
2. The alarm system will be activated by designated security personnel.
3. Students and staff will evacuate to the designated safe zone (staff parking lot).
4. A headcount will confirm all students are accounted for.
5. Once all staff and students are accounted for, and the "all clear" on the drill is issued, all persons shall return to the regularly assigned areas.
6. Fire drills will be timed, documented, and reviewed for effectiveness.
7. The JJAEP Campus Administrator or designee shall make entries of all fire drills conducted into a reporting form/log.
8. Records of all drills will be maintained and provided to the JJAEP Administrator.

Evacuation Plan:
JJAEP shall maintain and post emergency evacuation maps throughout the facility. The JJAEP Campus Administrator shall:

1. Ensure staff are trained on primary and secondary evacuation routes.
2. Maintain documentation logs of drills.
3. Review and update emergency plans accordingly.

Fire Prevention Practices:
Staff must regularly check for fire hazards, including:

1. Proper storage of combustible material.
2. Improper electrical wiring or overloaded outlets.
3. Expired extinguishers.
4. Cluttered storage or improper waste handling.
5. Use of fire-retardant furnishings where feasible.

Fire Response Procedures
Any staff member who first detects smoke or signs of a fire shall:

1. Attempt to extinguish the fire only if is small and controllable. However, the primary function of fire extinguishers is to assist evacuation, not to engage large or spreading fires.
2. Immediately notify the JJAEP Campus Administrator of the incident and request servicing and replacement of the used extinguisher.
3. Use the fire extinguisher following the **"PASS"** method:
   P - Pull the pin.
   A - Aim at the base of the fire.
   S - Squeeze the handle.
   S - Sweep from side to side.

Fire Plan Review

The JJAEP Campus Administrator shall review the fire and emergency plan with JJAEP staff annually and update the plan as necessary to remain in compliance with safety codes and best practices.

Fire Investigations

All reported fires, regardless of severity, must be investigated by the JJAEP Campus Administrator or by a qualified person designated to determine cause and appropriate follow-up actions.

Emergency Services and Firefighting Support

In the event of a fire emergency, 911 must be called immediately. The staff member making the call shall provide clear, complete information regarding the nature and location of the emergency.

Emergency Lighting

The JJAEP Campus shall maintain functional emergency lighting to ensure adequate illumination to exit areas during a power outage or emergency situation.

Fire Hydrants

Fire hydrants located on or near the JJAEP campus shall be:

1. Properly maintained in accordance with city codes.
2. Clearly identified for emergency use.
3. Included in staff and student orientation on safety equipment.

Fire/Smoke Detection System:

The JJAEP Campus shall be equipped with a comprehensive fire/smoke detection system, including:

1. Emergency pull stations.
2. Smoke detectors.
3. Fire extinguishers.
4. Audio/visual alarm indicators.

Emergency Pull Stations

Emergency pull stations may be utilized by staff when smoke or fire is detected prior to automatic system activation, or when immediate evacuation is warranted.

1. To activate: pull down on the handle to initiate the alarm.
2. Pull stations shall be tested annually for proper function.
3. Immediately report situation to the JJAEP Campus Administrator.

Trash Receptacles

To minimize fire hazards, all trash receptacles on campus must be:

1. Fireproof.
2. Readily accessible.
3. Emptied and cleaned daily.
4. In proper working conditions

Emergency Plans and Evacuation Maps

A copy of the facility's emergency floor plan and evacuation routes shall be posted in clearly visible locations throughout the JJAEP campus. Staff are expected to be familiar with evacuation procedures as part of regular training and orientation.

First Aid Equipment

JJAEP staff shall have access to emergency First Aid kits located throughout the facility. All JJAEP employees shall also receive periodic First Aid training as part of their ongoing professional development and compliance with JJAEP standards.

B. BOMB THREAT

Written Threats:

1. Preserve all written materials, including any envelopes, notes, or container.
2. Minimize handling to avoid disturbing possible fingerprints or evidence.
3. Immediately contact local law enforcement to assess the threat and intervene as needed.
4. After police are notified, contact the JJAEP School Administrator or designee and provide a full status update. All materials must be turned over to police upon their arrival at the scene.
5. Follow the district's policies and procedures in handling such threats.

Telephone Bomb Threat:

1. The staff member receiving a bomb threat call should refer to the Bomb Threat Checklist and attempt to gather the following details:
    a. Exact wording of the caller.
    b. Time the call began and ended.
    c. Description of the caller's voice.
    d. Key questions to ask, such as:
        - Where is the bomb located?
        - When will it go off?
        - What does it look like?
        - What kind of bomb it is?
        - What will make it explode?
        - Did you place the bomb?
        - Why?
        - What is your name?
2. Remain calm and courteous. DO NOT hang up, keep the caller on the line for as long as possible.
3. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify law enforcement.
4. If the phone has a display, copy the number on the display.
5. Report the call to the JJAEP Campus Administrator immediately when call is terminated.
6. Initiate evacuation by moving students and staff to a designated safe distance from the building.
7. Law Enforcement or proper emergency response authorities upon deciding that a search is warranted will conduct search of the premises.
8. If the facility is evacuated, only emergency personnel shall remain on-site. Reentry may occur only with approval from law enforcement or the Fire Marshal. The School Administrator and designated staff will coordinate the evacuation and reentry process.
9. Student's parents/guardians shall be contacted and advised on the status and condition of their child within four (4) hours of the "all clear" given by law enforcement via telephone.

C. HAZARDOUS CONDITIONS

In the event of a **SEVERE STORM ALERT:** Students, staff, and visitors shall be relocated to a designated interior safety zone, such as hallway or shelter areas. In case of a power outage, emergency lighting and backup systems will automatically through the facility's emergency power generator, ensuring continued operation of critical systems and safe evacuation if needed.

D. ACTIVE SHOOTER EVENTS

The JJAEP Campus shall maintain a clearly defined, accessible policy for responding to active shooter incidents. These procedures must be readily available to staff and regularly reviewed.

1. Drill shall be conducted in accordance with district policy, state law, and TEA requirements to ensure that students and staff are prepared to respond effectively.
2. At El Paso County JJAEP, active shooter response drills are referred to as lockdown drills and follow established campus procedures for securing students and staff in place.
3. Typically, a minimum of one (1) armed law enforcement officer is on duty at the JJAEP Campus during regular hours to support safety and emergency response.

E. RIOTS

1. In the event of a riot, fight, or hostage situation, on-campus police officers shall be notified immediately. The El Paso Police Department will assume command of the situation and will instruct JJAEP Campus Administrators of necessary actions.
2. Students not involved in the incident will be moved to a safe place where they can be supervised and accounted for.
3. Once the disturbance is under control a headcount of students will be made to assure that the facility is secure, that no one has escaped, or may be hiding.
4. Police will detain students participating in the event for further investigation.
5. Appropriate action, including detention or release, will be determined by law enforcement based on the outcome of the investigation
6. JJAEP Campus Administrators shall immediately report the incident to the JJAEP Administrator and submit a written incident report.
7. A copy of the incident report will be placed in the student's case.

F. MEDICAL EMERGENCIES

To ensure the safety and well-being of all JJAEP students, any medical emergencies involving illness or injury must be addressed immediately. The JJAEP Nurse or designated staff member shall contact 911 without delay in the event of a serious medical incident.

DEFINITION:

Emergency Care: An emergency refers to any serious illness, injury, or situation, which may require surgery and may or may not be life threatening. The following guidelines will be followed in an emergency health related situation that may present itself as a life-threatening situation:

1. The first staff member on the scene shall begin administering first aid. A second staff member shall contact 911, notify the JJAEP Campus Administrators, alert campus police, and call the student's parents/guardians.
2. If the incident is life-threatening, the student shall be transported by EMS to the nearest hospital, accompanied by the student's signed Consent for Medical Treatment
3. Once the student has been stabilized or transported, a designated JJAEP staff member shall:
    a. Notify relevant personnel on the and await further instructions from the JJAEP Campus Administrators.
    b. Ensure either the parent/guardian or a staff member is present at the hospital to support the student. If a parent/guardian is unavailable, the student may be returned to school or home after receiving medical clearance.
    c. Seek immediate medical assistance if administrators are not immediately available, do not delay necessary care.
    d. In non-life-threatening situations, a staff member or nurse will contact the parent to pick up the student.
4. All medical emergencies shall be documented. A TJJD Incident Report will be submitted when any medical treatment has been provided. If it is a serious incident, it shall be reported via a telephonic call within one (1)

hour to police and within four (4) hours to 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

In accordance with TJJD standards and the JJAEP Interlocal Agreement, a minimum of two (2) staff members who are certified in Cardio-Pulmonary Resuscitation (CPR) and First Aid must be on-site and in close proximity to students at all times during operational hours. While the use of substitute teachers is common, they are not considered regular status employees and therefore are not required to hold CPR/First Aid certification. The JJAEP Campus Administrators shall coordinate with the JJAEP Administrator to ensure that at least two (2) regular staff members who are working on-site and included in the daily student-to-staff ratio are properly certified.

PROCEDURE

1. The JJAEP Campus must have a minimum of two (2) CPR and First Aid-certified regular staff on duty during all instructional hours. As designated by JJAEP Campus Administrators, newly hired regular status employees must acquire their certifications (CPR/ First Aid and CPI) within 60 days of employment.
2. Certification documentation for all regular status employees will be submitted at least yearly as part of the **STAFFING AND CERTIFICATION LOG** (**APPENDIX F**).
3. Certification logs will not contain names of short- or long-term substitutes. Valid certification cards, including expiration dates, must be submitted and kept on file with the JJAEP Administrator.
4. **Nurses** must maintain valid CPR/First Aid, and CPI certifications and must be identified in staffing plans as individuals who do not lapse in their required credential.
5. Communities Activities Officers (CAO) must be certified in Crisis Prevention Intervention and CPR/First Aid in order to be certified as a CAO and meet recertification requirements every two years thereafter as per TJJD standards. However, JJAEP staff are not required to obtain the CAO certification.

(f) Emergency Exit Drills. The JJAEP must conduct at least two emergency exit drills during the school year unless local fire codes or ordinances require these drills more frequently. At least one drill must be conducted during the first half of the school year (August–December) and at least one drill must be conducted during the second half of the school year (January–June). (1) Written documentation (e.g., fire drill log) of the emergency exit drills must be maintained. Documentation must include the date, time, and staff involved in the emergency drill. (2) The JJAEP must post emergency exit routes in all classrooms and common areas. **(g) JJAEP Closure.** The JJAEP must have written policies and procedures addressing the cancellation of classes due to an emergency situation. The policies and procedures must: (1) address the cancellation of classes due to inclement weather and/or emergency situations; (2) identify the individual responsible for making the decision to cancel classes; and (3) specify the method(s) by which the closure is to be communicated to the students and their parents, guardians, or custodians.

POLICY

Fire drills are required safety exercises designed to ensure that students and staff are prepared to evacuate the building in case of fire or other emergencies. The JJAEP Campus shall conduct a minimum of two(2) fire drills per academic year. One (1) during the first semester (August-December) and one (1) during the second semester (January-May). The JJAEP shall also maintain written procedures for emergency closures, including inclement weather and other emergency-related disruptions.

PROCEDURES:

1. See also the Evacuation Plan for detailed fire drill steps.

2. The JJAEP fire prevention regulations and practices shall ensure the safety of staff, students, and visitors at all times.
3. The JJAEP Campus Administrators shall ensure that all staff is trained and knowledgeable in the use of all fire safety equipment and are familiar with written emergency plans and procedures.
4. A log shall be maintained documenting all fire, active shooter, and lockdown drills, including the date, time , outcome, and staff participation.

JJAEP CLOSURE POLICY AND EMERGENCY SITUATIONS

In the event of school closure due to emergency situations (e.g., inclement weather, health or safety threats), the following protocols apply:

1. Parents/Guardians, staff, and students shall be advised to monitor local media for closure announcements. The JJAEP Campus may also issue recorded phone messages to give further instructions or information on the closures, delays, or cancellations of classes.
2. In the event of hazardous weather during the school day, staff and students will be moved to a designated safe area. If power lost, an automated emergency generator will provide critical lighting and system backup.
3. In an emergency situation occurs while school is in session, the campus will be secured and placed on lockdown. No entry or exit will be permitted until cleared by law enforcement or emergency responders.
4. The JJAEP may also be closed due to non-weather-related safety or health issues, as directed by the school district or public health authorities.
5. The JJAEP will make every effort to notify parents, guardians, or custodians about emergency closures and provide instructions as needed.
6. During the JJAEP Intake, parents/guardians must be advised to keep their contact information updated to ensure timely communication during emergency situations.

(h) Supervision Upon Removal From a Classroom. (1) The JJAEP must have written policies and procedures that ensure students removed from the classroom for disciplinary reasons and placed in isolation, administrative segregation, time-out, in-school suspension, or any other location are under continuous visual supervision by a JJAEP staff member. (2) Policies and procedures must prohibit: (A) use of a locked room for disciplinary removals; and (B) the use of electronic monitoring equipment as a substitute for continuous visual supervision. **(i) Searches.** (1) All students entering the JJAEP must be subjected to a pat-down search or a metal detector screening on a daily basis. (2) Searches must be conducted in accordance with written policies and procedures. The policies must: (A) address: (i) when a search is appropriate and/or required; (ii) who is authorized to conduct the search; (iii) what types of searches are permissible; (iv) how pat-down searches will be conducted, if applicable; and (v) what to do when contraband is found; (B) if pat-down searches are used, require that the staff member conducting a pat-down search is the same gender as the student unless an exception is approved and documented by the JJAEP administrator; and (C) prohibit strip searches and anal and genital body cavity searches.

POLICY

It is the policy of the El Paso County JJAEP that students receive continuous, adequate supervision at all times while on campus, on school grounds, at school-sponsored events, or during disciplinary removals (e.g., administrative segregation, time-out, or in-school suspension). Supervision shall be provided by designated staff including teachers, aides, security personnel, and caseworker. The use of locked rooms for disciplinary removals and electronic monitoring devices as a substitute for direct staff supervision is strictly prohibited. Any student removed from the classroom for disciplinary reasons must remain under uninterrupted visual supervision. JJAEP students shall never be left unsupervised inside or outside the facility.

GENERAL SUPERVISON AND MOVEMENT

JJAEP staff shall always know the whereabouts of students, including off-site activities, meals, and daily routines. Staff may not leave their area of responsibility without notifying another staff member. and public safety, students will never be left unattended in any area inside or outside the facility. When a student leaves the JJAEP facility for any reason this action should be communicated to all appropriate staff. JJAEP staff should make periodic head counts to ensure the earliest possible detection of an absent student. While moving students from one area of the

facility to another, staff should walk behind the group to avoid a student leaving the group. A headcount should be conducted when the group arrives at its destination.

GROUP MOVEMENT OFF CAMPUS:

1. JJAEP staff will explain behavioral expectations to students before going outside the facility on activities, field trips, or school sponsored events. General expectations of students outside the facility shall include, but not be limited to:
    - **a.** Participation in all activities.
    - **b.** Sit in assigned areas.
    - **c.** Remain with the group at all times.
    - **d.** Act and behave accordingly.
2. No less than two (2) JJAEP staff must monitor any outdoor activities with JJAEP students unless otherwise approved by the School Administrator or designee under special circumstances.
3. In the event that a student must be returned to the facility due to behavioral problems or other circumstance, one or more staff members leaving the group shall not compromise staff-to-student ratio. Either the whole group shall be returned, or the School Administrator or designee shall be contacted. Staff should use another staff member, or an administrative staff member to return the student to the facility.

STUDENT ARRIVAL AND DISMISSAL PROTOCOL:

Students arriving on campus by parent drop-off or district transportation will be supervised from the moment they arrive. Upon arrival, all students will be escorted to a designated search area. Students are searched both to ensure compliance with the JJAEP uniform policy and to prevent the introduction of contraband into the facility.

After searches, students may be directed to a designated waiting area. In some locations, students may wait near the cafeteria or in a classroom prior to breakfast. Depending on the site, students may either eat in a designated classroom or in the cafeteria at a time when DAEP students are not present.

At dismissal, students will be escorted to their morning arrival area to await parent pickup or transportation. Staff or law enforcement personnel will be present to supervise loading and departure. At no time are students to be left unsupervised.

STUDENT SUPERVISION RESPONSIBILITIES

At no time shall one or more student be placed in charge of supervising other students.

USE OF HANDHELD RADIOS BY STAFF:

1. It is the policy of the El Paso County JJAEP that staff responsible of supervising students in the JJAEP shall use handheld radios to ensure student safety, prompt staff response, and general order within the facility.
2. The El Paso County JJAEP utilize handheld security radios made available to all most staff responsible for supervision of JJAEP students.
3. Each supervisory staff shall be strictly responsible for maintaining control over their radio throughout the shift and at no time shall set down or leave the radio unaccompanied anywhere within or outside the facility.
4. Staff shall utilize the radios only for the express purpose of communicating pertinent information from one staff to another necessary to maintain general order, accountability, and control of the students within and outside the facility.
5. Staff shall be responsible for returning the radios to their designated area.
6. Any violation of this policy may result in disciplinary action against the staff member responsible as deemed appropriate by the Campus Administrator.

SEARCHES
It is the policy of the El Paso County JJAEP that all students shall be subjected to daily pat down/clothed searches by trained, authorized personnel for safety and security purposes. Searches shall only be conducted using approved methods and must never be used as punishment. Strip searches and anal or genital body cavity searches are strictly prohibited.

SEARCH MODIFICATIONS
Search procedures may be adjusted in response to emergencies such as pandemics or natural disasters but must be reported to and approved by the JJAEP Administrator.

DEFINITIONS
Contraband: Property, merchandise, or personal belongings prohibited by facility policy or law in order to maintain proper care, control, and safety of all personnel and students within the facility and general program operations of the JJAEP Campus.

Metal Detector Wand: A metal detector wand may be utilized to detect any metal type weapon/object carried within or taped to the body. The wand will scan the entire body to include limbs and torso.

PURPOSES OF SEARCHES:
To prevent the introduction of weapons or other dangerous contraband, ensure compliance with the JJAEP dress code, and maintain student accountability and facility security.

SEARCH GUIDELINES
1. Be professional. Never use a search as a form of punishment or as a means of harassment. Always exhibit a professional demeanor while conducting a clothed search. This reduces hostility and opposition to the search and diminishes the threat of physical confrontation.
2. Stay focused. Complete the entire procedure and continue searching when you find something. Do not become distracted or discontinue your search. This may be a decoy to deter you from other contraband the student may be holding.
3. Be orderly and systematic in your approach. Security personnel/staff must conduct clothed searches in the same manner each time; always following policy and procedure. This requires discipline, concentration, and consistency each and every time.
4. Ensure all staff 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. <u>Components of a pat down search</u>:

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. <u>Procedures for conducting an individual pat down search</u>:

1. Metal detector will be used to scan the body. Outline the body with the wand and front and back of body. The metal detector technique will be performed by the same sex gender.
2. Always wear gloves when conducting pat down searches.
3. Advise the student on what is about to occur. Ask the student if he/she has any contraband. If the student admits being in possession of contraband, they should be instructed to remove it from their possession and turn it over to the searching staff.
4. Instruct student to pull out shirt and empty all pockets. NEVER reach inside a student's pockets. Instruct the student to turn their pockets inside out and place all contents in a pile on the floor in front of them. The items should include belt (if applicable), shoes, socks, and money if applicable.
5. Seasonal months may require students to wear layered clothing. Student will remove the layered clothing and instruct them to pile the clothing in front of them for inspection. Items may include jackets, sweaters, and gloves.
6. Clothing must be inspected by searching staff after the conclusion of the search Inspect all outer garments carefully. Place them out of reach of the student, but within your sight. (Insoles, soles, and tongue of tennis shoes should be checked carefully). Shoes will be stomp together and inspect them for concealed contraband; check between insoles, rubber of soles, and between insoles.
7. Visually inspect the student's hair without touching it. Check head area for any concealed items. When applicable, have student run fingers through hair. Female students must remove any pins or bands in the hair. Never pull or tug the hair of a student.
8. Check the student's nostrils.
9. Visually inspect the ears by instructing the student to pull their ears forward so you can clearly see behind each ear and visually inspect the inside of each ear.
10. Visually inspect the mouth. Instruct the student to open his mouth, stick out their tongue and rotate their tongue and move it side to side, up and down. Instruct the student to pull his/her lower and upper lip away and down from his mouth.
11. Instruct the student to face the wall with palms on the wall to secure the body in a steady and balanced position.
12. During all pat down/clothed searches, the searching staff must give verbal commands for the students to follow and not physically touch the student beyond what is necessary to facilitate the actual search. Specifically, searching staff are not to give physical prompts for movement, examples are, but not limited to, slapping the thighs to instruct the student to raise a leg, tapping head to instruct student to move head forward or backward. All searches should be open handed, not closed fist or tight squeezed.
13. The searching staff shall be positioned behind the student with his right foot between the student's feet while searching the right side of the body.
14. Starting on the right side, inspect the clothing carefully with fingers spread. Pat down the shoulder the arm and check the arm pit carefully. Inspect the seams of the clothing carefully. Pat down the hollow of the

shoulders and the small of the back. Then move down the sides of the upper torso to the belt line. Check the waist band from outside.

15. Move up the sides and back down across the front of the chest. Make sure you check the center of the chest.
16. Starting at the back of the waistline, move to the front and back again coming across the abdomen moving down the buttocks and around the front covering the lower abdominal area and zipper.
17. Examine the waistband closely feeling all along the outside of the waist band as this is an area where things can be hidden easily.
18. From the back of the waistline, proceed down the back and sides of the legs to the feet. Check the trouser cuffs, bottom of the feet.
19. Proceed back up the inside of the leg, and up to the mid-thigh.
20. Examine the other leg in the same manner.
21. When searching a female student instruct her to pull the center of her bra away from the skin in order to loosen any concealed items. Run your fingers in a crisscross motion to inspect the seams of the bra at the front and rear of the student. Pull the straps of the bra away from the body and run your finger under the bra straps. This step should be done in a private area.

Be thorough! Carefully inspect all seams, lapels, linings, hems, cuffs, collars, and zippers and use the squeeze method.

CONTRABAND

If contraband in the form of (weapons/drugs) are found, radio in for a police officer to take possession of the contraband. If no police officer is available, contraband must be bagged and labeled with student's name, date, time, and a thorough description of the item confiscated. The item should be locked in a secure place where no one can handle the item but you (chain of evidence) until it can be turned over to law enforcement. JJAEP students are not allowed to bring anything with them when they come to school. Students may bring in needed documents that should be turned over to the appropriate staff. The following items are considered contraband and not allowed in the facility:

1. Drugs, alcohol, or controlled substances.
2. Jewelry of any kind (males/females).
3. Any weapons or items that can be used as a weapon, including ammunition.
4. All tobacco products, including electronic cigarettes (vapes).
5. Lighters, matches or other incendiary devices.
6. Knives, box cutters or razors, to include pocketknives, keychain knives, letter openers and scissors not classified as "safety scissors".
7. Sprays of any kind or other chemical agents.
8. Glass containers or glass objects.
9. Food and drinks unless authorized by the JJAEP Campus Administrator or designee. Student may be under a specified diet.
10. Cell phones and electronics (except for volunteers, support, contract staff and employees).
11. Students requiring prescription medication while at school, must turn in those medications to the JJAEP nurse. Nurse may know or not know about the medication and its specific doses and will take the necessary action to contact parent regarding other information on the medication.

STRIP SEARCHES TECHNIQUES ARE PROHIBITED

Under no circumstances shall staff conduct strip searches. If there is reasonable suspicion that a student is concealing contraband beneath clothing, law enforcement shall be contacted immediately. If unavailable, the JJAEP Campus Administrator or designee shall be notified.

(j) Disciplinary Reports. (1) Written policies and procedures must require JJAEP staff to prepare a written disciplinary report for each incident occurring in the JJAEP that constitutes a major violation of the student code of conduct or of JJAEP rules. The policies must require that the written disciplinary report include: (A) details of the incident; (B) violation(s) that occurred; (C) action(s) taken by the staff member(s); (D) date and time of the incident; and (E) discipline imposed, if any. (2) The disciplinary report must be sent to the JJAEP Administrator no later than the next school day. Documentation that shows the date and time the disciplinary report was sent to the JJAEP Administrator must be maintained.

POLICY

Disciplinary reports must be submitted by the El Paso County JJAEP for any major violations of the Student Code of Conduct (SCC) or facility rules. Minor infractions may also warrant a disciplinary referral at the discretion of campus staff. All disciplinary referrals, whether for major or minor infractions must be submitted to the JJAEP Administrator and assigned Juvenile Probation Officer no later than the next school day. Disciplinary referrals resulting in out-of-school (OSS) or in-school suspensions (ISS) may also be considered violations of a Judgment of Probation Order. Because youth under JPD jurisdiction are entitled to due process, it is imperative that JJAEP staff provide thorough and accurate documentation.

PROCEDURE

1. Any violation resulting in a disciplinary referral must be documented, and the student's parent/guardian notified as soon as possible, but no later than 24 hours after the incident. All referrals must be forwarded to the JJAEP Administrator.
2. If violation is also a serious incident as defined under TJJD guidelines (Youth sexual conduct, youth-on-youth physical assault, attempted suicide or reportable injury-restrain related or not restraint related) emergency units will be notified immediately but no later than one (1) hour. TJJD should be called within four (4) hours followed by an Incident Report within twenty-four (24) hours via e-mail or phone call.
3. The JJAEP Administrator and the assigned Juvenile Probation Officer should receive an incident disciplinary report no later than the next school day. JJAEP numbers are located on Incident Report forms. (Form can be found in the electronic storage device provided to the employee at the beginning of the school year and during JJAEP New Orientation training.)
4. Reports must include:
   a. Full details of incident
   b. Full name of student and date of birth.
   c. Type of violation
   d. Full name and title of referring staff
   e. Actions taken by staff and administration
   f. Time, date, and location of incident
   g. Names of witnesses (staff/students)
   h. Outcome of the incident
5. The JJAEP Administrator will provide a copy of the incident to the assigned Juvenile Probation Officer, if not already submitted, for consideration of court-related action if necessary.
6. Incident will be discussed with the JJAEP School Administrators to assure that all information was gathered and to see if any improvement or intervention can be made to facilitate handling the matter.
7. Parent will be contacted to discuss the student's behavior no later than 24 hours after incident.
8. All disciplinary reports are subject to review by TJJD during monitoring visits.

MAJOR DISCIPLINARY OFFENSES

1. Possession of contraband (Weapons).
2. Possession of or being under the influence of drugs.
3. A threat that is perceived as imminent toward any student, teacher, or staff member.
4. Destruction of property (may require incident report to TJJD).
5. Sexual Misconduct (requires incident report to TJJD).
6. Assault (requires incident report to TJJD if against another student).
7. Sexual assault (requires incident report to TJJD).
8. Any incident involving a restraint (requires incident report to TJJD).
9. Any incident involving abuse, sexual abuse, neglect, or exploitation (requires incident report to TJJD).
10. Any incident that causes substantial disruption during school day, whether on or off school campus, this includes any cyber bullying that may have occurred off-campus but is manifesting on campus (may require incident report to TJJD).
11. Any incident that may warrant an arrest or meets elements of a Class B misdemeanor or above may require incident report to TJJD).

NOTE: ANY SERIOUS INCIDENT INVOLVING RESTRAINT AND REQUIRING MEDICAL ATTENTION IS CONSIDERED A REPORTABLE CASE OF ABUSE, NEGLECT, OR EXPLOITATION UNDER TEXAS ADMINISTRATIVE CODE, CHAPTER 350 AND 358. IT MUST BE REPORTED TO TJJD WITHIN FOUR (4) HOURS.

MINOR DISCIPLINARY OFFENSES

1. Refusal to follow administrators/staff directives.
2. Verbal disrespect.
3. Derogatory or offensive language.
4. Antagonizing others.
5. Walking off campus.
6. Dress code violations.
7. Tardies or unexcused absences.

WEAPONS POLICY

The El Paso County JJAEP staff and Juvenile Probation Officers are prohibited from possessing weapons or chemical agents while on JJAEP property. Visitors are also prohibited from carrying firearms or other prohibited items. Active-duty law enforcement officers operating within their legal authority may carry weapons or chemical agents on campus. Pursuant to Texas Penal Code, Chapter 46.03(a)(1), a person may not enter El Paso County JJAEP Campus with a firearm, location-restricted knife, club, or prohibited weapons listed in section 46.05(a) of the Texas Penal Code.

NOTICE: A SIGN NOTIFYING THE PUBLIC OF THE WEAPON POLICY SHALL BE POSTED IN CLEAR VIEW AT THE FACILITY ENTRANCES.

§348.218 RESTRAINT REQUIREMENTS

RESTRAINT REQUIREMENTS. (a) The JJAEP must adhere to the restraint requirements set forth in Chapter 341, Subchapter G, of this title. (b) Personal restraints may be used by any JJAEP staff member trained in the approved personal restraint technique in accordance with training requirements set forth in Chapter 341, Subchapter G, of this title.

POLICY

It is the policy of the El Paso County JJAEP that all JJAEP staff members adhere to the restraint requirements set forth in Texas Administrative Code, Chapter 341, Subchapter G. Further, personal restraints may only be conducted by staff who are trained and certified in the approved personal restraint technique, in accordance with Texas Administrative Code and applicable YISD policies.

DEFINITIONS

The listed definitions and other relevant definitions to this policy shall be used to provide consistency for all staff members or involved others that may participate in a restraint.

(1) Approved Personal Restraint Technique--A professionally trained curriculum-based and competency-based restraint technique that uses a person's physical exertion to completely or partially constrain another person's body movement without the use of mechanical restraints. The approved personal restraint technique shall be approved for use by TJJD and adopted by the Juvenile Board.

(2) Approved Mechanical Restraint Devices--A professionally manufactured, and commercially available mechanical device designed to aid in the restriction of a person's bodily movement. The approved mechanical restraint devices shall be approved by TJJD. The following are TJJD approved mechanical restraint devices:

(A) Ankle Cuffs--Metal, cloth or leather band designed to be fastened around the ankle to restrain free movement of the legs;

(B) Anklets--Cloth or leather band designed to be fastened around the ankle or leg;

(C) Handcuffs--Metal devices designed to be fastened around the wrist to restrain free movement of the hands and arms;

(D) Plastic Cuffs--Plastic devices designed to be fastened around the wrist or legs to restrain free movement of hands, arms, or legs;

(E) Waist Belt--A cloth, leather, or metal band designed to be fastened around the waist used to secure the arms to the sides or front of the body;

(F) Wristlets--A cloth or leather band designed to be fastened around the wrist or arm which may be secured to a waist belt.

(3) Mechanical Restraint--The application of an approved mechanical restraint device which restricts or aids in the restriction of the movement of the whole or a portion of an individual's body to control physical activity.

(4) Personal Restraint--The application of physical force alone, restricting the free movement of the whole or a portion of an individual's body to control physical activity.

(5) Physical Escort--Touching or holding a student with a minimum use of force for the purpose of directing the student's movement from one place to another. A physical escort is not considered a personal restraint.

(6) Protective Devices--Professionally manufactured devices used for the protection of students or staff that do not restrict the movement of a student. Protective devices are not considered mechanical restraint devices.

(7) Restraint--Application of an approved personal restraint technique, an approved mechanical restraint device, or chemical restraint to an individual to restrict the individual's freedom of movement or to modify the individual's behavior.

Other Relevant Definitions to This Policy

(8) Physical Force--Is defined as the use of any body part of staff to physically move or restrict movement of a child, including but not limited to grabbing a student with hands to restrict movement or carry a student, pushing/shoving to physically move a student, wrapping arms around a student to restrict movement or carry them, etc.

(9) Excessive Physical Force--Is defined as physical force used by staff wherein less appropriate restrictive attempts to deal with a situation were ignored or not attempted; and/or force used outside of proper training techniques resulting in an injury to the student.

(10) Crisis Situation--Is defined as a situation where an individual is at imminent risk of serious bodily injury to themselves or others.

MECHANICAL RESTRAINTS

El Paso County JJAEP staff do not utilize mechanical restraints. If mechanical restraints are necessary, it must be carried out by certified law enforcement officers or authorized personnel (e.g., Community Activities Officers or Juvenile Probation Officers).

PROCEDURE

1. Only certified law enforcement officers or authorized personnel may use mechanical restraints.
2. Restraints shall never be used as punishment, discipline, compliance, or intimidation by any law enforcement officers.
3. The use of any force by any law enforcement officer shall be fully documented and recorded by the JJAEP Campus Administrator or staff who witnesses restraint.
4. Any restraint conducted by a law enforcement officer requires a TJJD incident report form as case may also meet elements of a resisting arrest or other appropriate charge.
5. Restraint shall be terminated as soon as the student's behavior indicates that the threat of imminent self-injury or injury to others is absent.
6. Any restraint incident resulting in bodily injury or serious bodily injury to a student, as defined in the Texas Penal Code, shall be reported to the County Juvenile Board or its designee in writing within twenty-four (24) hours of the incident. The TJJD Incident Report will be utilized to report a restraint.

APPROVED PERSONAL RESTRAINT TECHNIQUE

It is the policy of the El Paso County JJAEP that only JJAEP staff trained and deemed competent in the approved personal restraint technique (Crisis Prevention Intervention) shall participate in any physical restraint of JJAEP students. Resource Officers-El Paso Police Department Officers and/or district campus police are also available during school hours to assist in any situation requiring law enforcement presence. YISD utilizes the Crisis Prevention Intervention (CPI) approved curriculum and have designated staff who are primarily responsible for searches and restraints. The JJAEP Campus also has staff certified in CPI such as Special Education personnel, nurses, or campus patrol. To ensure for the safety of both the staff and students, under no circumstances shall staff not trained nor deemed competent in the district's approved physical restraint technique, participate in a restraint of a JJAEP student.

PROCEDURE

When physical intervention is used, the philosophy of the CPI model is to provide for the care, welfare, safety, and security of the students in our charge. As such, policies and procedures are developed in relation to the Crisis Prevention Institutes' curriculum of Non-violent Crisis Intervention as the goal is to eliminate the use of physical and mechanical restraints through effective verbal de-escalation techniques, whenever possible. In the case where certified JJAEP staff at the JJAEP campus, must engage in the use of force and a restraint, the following criteria shall be followed:

1. Certified ISD staff in the approved physical restraint technique shall only use the approved physical restraint technique (CPI). As taught and outlined in the YISD and JJAEP Student Code of Conduct (SCC) ISD staff who lapse in CPI certification throughout the year must not engage in a physical restraint of JJAEP youth. It will be the responsibility of the Campus Administrator to ensure that staff does not lapse in their certification and if a lapse occurs, staff are aware as to their limitations regarding restraints.
2. El Paso County Juvenile Probation staff working directly with JJAEP students at the JJAEP Campus shall be certified and maintain their certification in Handle with Care (HWC) technique accordingly.
3. At no time shall an employee of the El Paso County Juvenile Probation Department or JJAEP ISD be involved in or assist in a physical restraint of a student or use any physical force against a student unless the employee has been deemed competent through the certified physical restraint technique.
4. Restraints shall <u>ONLY</u> be used in instances of:
    a. Threat of imminent self-injury.

b. Injury to others.
c. Serious property damage.
d. Restraints shall only be used as a last resort; and
e. Only the amount of force and type of restraint necessary to control the situation shall be used; and
f. Restraints shall be implemented in such a way as to protect the health and safety of the student and others; and
g. Restraints shall be terminated as soon as the student's behavior indicates that the threat of imminent self-injury, injury to others, or serious property damage has subsided.

5. Under no circumstances will physical force of any type be utilized or imposed on a student for the purposes of punishment, intimidation, or discipline; and
6. Students are strictly prohibited from assisting staff in the discipline or physical restraint of other students. Students may assist staff by seeking assistance when or if directed to do so by staff.
7. Texas Education Code 37.0021 requires a written parental notice each time a restraint is used on a student receiving special education. The existing rules mandate a good-faith effort to provide verbal notice on the day the restraint occurs and written notice within one (1) school day.

STAFF RESPONSE AGAINST SUDDEN ASSAULT:

Student-on-Staff Assault: If a staff member is attacked (e.g., choking, punching, tackled), they may use only the force necessary to escape and seek help. Staff must not use force to gain control or subdue the student alone.

Student-on-Student Assault: If a staff member cannot get immediate assistance and a student is in danger, they may intervene only to stop the harm or remove the endangered student. Use of force must cease once the immediate risk has ended. If alone and in imminent danger, staff may use force only to avoid, evade, or escape to get help.

REQUIRED ACTIONS FOLLOWING A RESTRAINT

1. The JJAEP Campus Administrators must be notified of the physical force/restraint used and an incident report shall be completed and submitted to TJJD within 24 hours of documented incident.
2. A copy of the report will be placed into the student's JJAEP case.
3. JJAEP Campus Administrators and JJAEP Administrator shall be informed of all incidents where staff has had to use force against a student.

Note: Allegations made by students against staff shall follow the procedures outlined in the Grievance Process and Student Code of Conduct.

MEDICAL TREATMENT FOLLOWING RESTRAINT:

1. Any staff or student injured during a physical restraint incident shall receive immediate medical attention and treatment using Standard First Aid Procedures.
2. If an emergency or life-threatening situation is apparent, contact EMS for assistance.
3. If serious injuries are suspected or detected, contact the JJAEP Campus Administrator and the JJAEP Administrator. The student or staff person will be transported to the nearest hospital facility by EMS.
4. All medical emergencies will be documented. After the incident has been controlled, all parties will complete and submit all appropriate documentation of the serious incident within 24 hours or by the end of the next working day documenting the nature of the injury.
5. All situations that meet criteria for serious incidents shall be reported to TJJD and law enforcement within required timeframes.

RESTRAINT PROHIBITIONS POLICY

The El Paso County JJAEP strictly prohibits the use if restraint techniques that violate student safety, dignity, or rights. The following restraint methods are expressly prohibited under this policy:

1. Restraints used for punishment, discipline, retaliation, harassment, compliance, or intimidation;
2. Restraints that deprive the student of basic human necessities including restroom privileges, water, food, and clothing;
3. Restraints that are intended to inflict pain;
4. Restraints that place a student in a prone or supine position with sustained or excessive pressure on the back, chest, or torso;
5. Restraints that place a student in a prone or supine position with pressure on the neck or head;
6. Restraints that obstruct the airway or impair the breathing of the student including a procedure that places anything in, on, or over the student's mouth or nose;
7. Restraints that interfere with the student's ability to communicate;
8. Restraints that obstruct the view of the student's face;
9. Any technique that does not require the monitoring of the student's respiration and other signs of physical distress during the restraint; and
10. Percussive or electrical shocking devices.

RESTRAINT DOCUMENTATION

It is the policy of the El Paso County JJAEP, that restraints should only be used as a last resort, only when all other behavior management techniques have been exhausted or when a student presents an immediate danger to themselves or others. All restraint incidents must be fully documented, reported to the JJAEP Administrator and TJJD, and maintained in the student's case file. JJAEP staff members must follow both district policies and the JJAEP's more stringent standards where applicable. Restraints conducted by staff trained in approved personal restraints techniques must comply with Texas Administrative Code §348.218(b)e and TJJD reporting requirements

All involved staff must complete and submit the **TJJD INCIDENT REPORT (SEE APPENDIX P)** within 24 hours and will follow all policies, procedures, and timelines to start the process of reporting a restraint. (**SEE APPENDIX Q - INTERNAL INVESTIGATION REPORT)** Only certified and properly trained Community Activities Officers (CAO) or Juvenile Probation Officers may use physical or mechanical restraints in a juvenile justice program. The exception in Texas Administrative Code §348.218(b) is that any JJAEP staff member who is trained in the approved personal restraint technique may use a personal restraint but not a mechanical restraint.

PROCEDURE

Each restraint incident must be documented through an Incident Report that includes the following information.

1. Full name and date of birth of the student involved.
2. Name and title of the staff member(s) who applied the restraint.
3. Date of the restraint.
4. Duration of the restraint including notation of the time the restraint began and ended.
5. Location where the restraint occurred.
6. Description of preceding activities.
7. Behavior prompting the restraint.
8. Type of restraint applied.
9. Efforts made to deescalate the situation and alternatives to restraint that were attempted.
10. Any injury that occurred during the restraint.
11. Other entities/persons that must be notified should include: the JJAEP Administrator; School District Administrators, and parents/guardians.

§348.220 SERIOUS INCIDENTS

Serious Incidents. All JJAEP programs shall adhere to the serious incident requirements set forth in chapters 358 of this title.

POLICY
It is the policy of the El Paso County JJAEP that the JJAEP Campus Administrator or designee, shall report any of the following incidents that occur at the JJAEP campus:

1. Death of a student
2. Suicide or attempted suicide
3. Serious injury requiring medical treatment by a physician or physician assistant
4. Youth-on-youth assaults resulting in injuries requiring medical treatment.
5. Any incident involving sexual abuse, serious physical abuse, or neglect.

In all cases involving death, sexual abuse, or serious physical abuse (defined as an injury requiring medical attention), the following response and reporting protocol must be followed:

1. Emergency medical services and law enforcement must be contacted immediately, and no later than one (1) hour from the time of discovery.
2. The Texas Juvenile Justice Department (TJJD) must be notified by phone within four (4) hours; and
3. A written report, using the TJJD Incident Report Form (see Appendix P), must be completed and submitted within twenty-four (24) hours of the incident.

All reporting procedures, timelines, and documentation requirements must conform to the standards set forth in Texas Administrative Code Chapter 358, which governs the reporting of abuse, neglect, and exploitation of juveniles. Staff shall refer to the procedures outlined under §358 for additional guidance on mandatory reporting responsibilities.

§348.222 ABUSE, NEGLECT, AND EXPLOITATION

Abuse, Neglect, and Exploitation(a) The JJAEP must adhere to the requirements related to abuse, neglect, and exploitation set forth in the Texas Administrative Code, Chapter 358 (b)The JJAEP must have zero-tolerance policies and practices regarding sexual abuse, as defined in Chapter 358 of the Texas Administrative Code, that provide for administrative and/or criminal disciplinary sanctions.

358 ANE DEFINITIONS
NOTE: All abuse, neglect and exploitation definitions and standards found within Texas Administrative Code Chapters 350 and 358 were consolidated under this section to help ensure consistency and consolidate information under the JJAEP Policy, Procedures and Standards.

TAC 358.100 DEFINITIONS

(1) Abuse, Neglect, or Exploitation--The terms "abuse," "neglect," and "exploitation" have the meanings given in Texas Family Code §261.001 and §261.401. For the purposes of this chapter, "abuse" includes sexual abuse and serious physical abuse as defined in this section.

(2) Alleged Victim--A juvenile who is alleged to be a victim of abuse, neglect, or exploitation.

(3) Attempted Escape--Committing an act that amounts to more than mere planning but that fails to affect an escape.

(4) Attempted Suicide--Any voluntary and intentional action that could likely result in taking one's own life.

(5) Chief Administrative Officer--Regardless of title, the person hired by a juvenile board who is responsible for oversight of the day-to-day operations of a juvenile probation department, including a juvenile probation department with multi-county jurisdiction.

(6) Escape --The unauthorized departure of a juvenile who is in custody or the failure of a juvenile to return to custody following an authorized temporary leave.

(7) Founded--The finding assigned to an internal investigation when the evidence indicates that the conduct which formed the basis of an allegation of abuse, neglect, or exploitation occurred.

(8) Incident Report Form--The form used to report to TJJD allegations of abuse, neglect, or exploitation, the death of a juvenile, and serious incidents.

(9) Inconclusive--The finding assigned to an internal investigation when the evidence does not clearly indicate whether or not the conduct that formed the basis of an allegation of abuse, neglect, or exploitation occurred.

(10) Internal Investigation--A formalized and systematic inquiry conducted in response to an allegation of abuse, neglect, or exploitation or the death of a juvenile.

(11) Internal Investigation Report--The written report submitted to TJJD that summarizes the steps taken and the evidence collected during an internal investigation of alleged abuse, neglect, or exploitation or the death of a juvenile.

(12) Juvenile--A person who is under the jurisdiction of the juvenile court, confined in a juvenile justice facility, or participating in a juvenile justice program.

(13) Juvenile Justice Facility ("facility")--A facility that serves juveniles under juvenile court jurisdiction and that is operated wholly or partly by or under the authority of the governing board or juvenile board or by a private vendor under a contract with the governing board, juvenile board, or governmental unit. The term includes all premises and affiliated sites of the facility, whether contiguous or detached. The term includes, but is not limited to:
(A) A public or private juvenile pre-adjudication secure detention facility, including a short-term detention facility (i.e., holdover), required to be certified in accordance with Texas Family Code §51.12;
(B) A public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with Texas Family Code §51.125; and
(C) A public or private juvenile non-secure correctional facility required to be certified in accordance with Texas Family Code §51.126.

(14) Juvenile Justice Program ("program")--A program or department that:
(A) Serves juveniles under juvenile court or juvenile board jurisdiction;
(B) Is operated wholly or partly by the governing board, juvenile board, or by a private vendor under a contract with the governing board or juvenile board. The term includes:
(i) A juvenile justice alternative education program;
(ii) A non-residential program that serves juvenile offenders under the jurisdiction of the juvenile court or juvenile board; and
(iii) A juvenile probation department.

(15) Juvenile Probation Department ("department")--A governmental unit established under the authority of a juvenile board to facilitate the execution of the responsibilities of a juvenile probation department enumerated in Title 3 of the Texas Family Code and Chapter 221 of the Texas Human Resources Code.

(16) Medical Treatment--Medical care, processes, and procedures that are performed by a physician, physician assistant, licensed nurse practitioner, emergency medical technician (EMT), paramedic, or dentist. Diagnostic procedures are excluded from this definition unless intervention beyond basic first aid is required.

(17) Private Facility Administrator--The individual designated by the governing board of the facility who has the ultimate responsibility for on-site management and operation of a facility operated under contract with the juvenile board.

(18) Reasonable Belief--A belief that would be held by an ordinary and prudent person in the same circumstances.

(19) Report--Formal notification to TJJD of alleged abuse, neglect, or exploitation, the death of a juvenile, or a serious incident.

(20) Reportable Injury--Any injury sustained by a juvenile accidentally, intentionally, recklessly, or otherwise that:
(A) Does not result from a personal, mechanical, or chemical restraint and requires medical treatment; or
(B) Results from a personal, mechanical, or chemical restraint and is a substantial injury.

(21) Serious Incident--Attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault, or youth sexual conduct.

(22) Serious Physical Abuse--Bodily harm or a condition that:
(A) Resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect, or exploitation; and
(B) Requires medical treatment.

(23) Sexual Abuse--Conduct committed by an employee, volunteer, or other individual working under the auspices of a facility or program against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact. A juvenile, regardless of age, may not consent to the acts as defined in paragraphs (24) and (25) of this section under any circumstances.

(24) Sexual Abuse by Contact--Any physical contact with a juvenile that includes:
(A) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
(B) Contact between the mouth and the penis, vulva, or anus;
(C) Contact between the mouth and any body part with the intent to abuse, arouse, or gratify sexual desire;
(D) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the actor has the intent to abuse, arouse, or gratify sexual desire;
(E) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the actor has the intent to abuse, arouse, or gratify sexual desire; and
(F) Any attempt to engage in the activities described in subparagraphs (A) - (E) of this paragraph.
See specific definitions under 37 TAC Chapter 358

(25) Sexual Abuse by Non-Contact-- Any sexual behavior, conduct, harassment, or actions other than those defined as sexual abuse by contact, which are exhibited, performed, or simulated in the presence of a juvenile or with reckless disregard for the presence of a juvenile, including but not limited to:
(A) Any threat or request for a juvenile to engage in the activities described in paragraph (24) of this section;
(B) Any display of uncovered genitalia, buttocks, or breasts in the presence of a juvenile;
(C) Voyeurism, which means an invasion of privacy of a juvenile for reasons unrelated to official duties, such as peering at a juvenile who is using a toilet to perform bodily functions; requiring a juvenile to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a juvenile's naked body or of a juvenile performing bodily functions; and
(D) Sexual harassment, which includes repeated verbal comments or gestures of a sexual nature, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

(26) Subject of Investigation--A person alleged as being responsible for the abuse, neglect, or exploitation of a juvenile through the person's own actions or failure to act.

(27) Substantial Injury--An injury that is significant in size, degree, or severity.

(28) TJJD--The Texas juvenile Justice Department.

(29) Unfounded--The finding assigned to an internal investigation when the evidence indicates the conduct that formed the basis of an allegation of abuse, neglect, or exploitation did not occur.

(30) Youth-on-Youth Physical Assault--A physical altercation between two or more juveniles that results in any of the involved parties sustaining an injury that requires medical treatment.

(31) Youth Sexual Conduct--Conduct between two or more juveniles, regardless of age, that is conduct described in paragraphs (24) and (25) of this section, regardless of whether the juveniles consented to the conduct.

POLICY

The El Paso County JJAEP serves youth under the jurisdiction of the El Paso County Juvenile Board and is designated a Juvenile Justice Programs. As such, it must adhere to all applicable laws and procedures, including those outlined in:

1. Texas Administrative Code (TAC), Chapter 358 – Identifying, Reporting, and Investigating Abuse, Neglect, Exploitation, Death, and Serious Incidents;
2. Texas Education Code (TEC) and district-level policies regarding abuse and neglect; and
3. Texas Family Code §261.406 – Investigations in school settings under TEA jurisdiction.

The El Paso County JJAEP enforces a zero-tolerance policy for all forms of sexual abuse, physical abuse, neglect, and exploitation as defined in Chapter 358 of the Texas Administrative Code. Allegations or incidents of abuse may result in administrative or criminal sanctions, in addition to any school-based disciplinary actions. The JJAEP Administrator shall oversee implementation of this policy and ensure periodic training is provided to staff, volunteers, and interns. All campus personnel are responsible for ensuring that students are protected from abuse, neglect, and exploitation.

APPLICABILITY

Unless otherwise stated, this policy also applies to:

1. Allegations of abuse, neglect, or exploitation involving a juvenile and an employee, volunteer, or other individual working under the auspices of a facility or program, regardless of the physical location of the alleged abuse, neglect, or exploitation.
2. Serious incidents involving a juvenile that:
   a. Occur on the premises of a program or facility or;
   b. Regardless of the physical location, occurs while in the presence of an employee, volunteer, or other individual working under the auspices of a facility or program (as in a JJAEP).
3. A death of a juvenile that:
   a. Occurs on the premises of a program or facility or;
   b. Results from an illness, incident, or injury that occurred, was discovered, or was reported on the premises of a program or facility.

In all cases, the JJAEP Campus will also fully adhere to Texas Family Code §261.406 regarding Investigations in Schools under TEA jurisdiction.

SIGNAGE REQUIREMENTS:
The JJAEP shall take a proactive approach and prominently display signage provided by TJJD regarding a zero-tolerance policy concerning abuse of JJAEP students. The signage must be displayed in:

1. Lobby or visitation areas of the department, program, or facility to which the public has access.
2. Student common areas to include common educational areas, common medical treatment areas (nurse's office) and other common areas.
3. Signs will be posted in both English/Spanish

§358.300 IDENTIFYING AND REPORTING ABUSE, NEGLECT OR EXPLOITATION AND DEATH

1. **Duty to Report:** Any employee, volunteer, or other individual working under the auspices of a JJAEP program must report the death of a juvenile or an allegation of abuse, neglect, or exploitation to TJJD and local law enforcement if he/she:
   a. Witnesses, learns of, or receives an oral or written statement from an alleged victim or other person with knowledge of the death of a juvenile or an allegation of abuse, neglect or exploitation has occurred or;
   b. Has a reasonable belief that the death of a juvenile or abuse, neglect or exploitation has occurred. Non-Delegation of Duty to Report: The duty to report cannot be delegated to another person.

2. **Reporting Time Frames:**
   Except sexual abuse or serious physical abuse: Upon receipt of an allegation/complaint of abuse, neglect, or other exploitation, the first person of knowledge must make a report to TJJD within twenty-four (24) hours from the time knowledge is gained or has a reasonable belief that allegation of abuse, neglect or exploitation has occurred.

   Sexual abuse, serious physical abuse, or death: Upon receipt of an allegation of sexual abuse, serious physical abuse or actual death, a report must be made to law enforcement immediately, but no later than one (1) hour after the time a person gains knowledge or has a reasonable belief that allegation has occurred.
   A report to TJJD must be made immediately, but no later than four (4) hours after the time a person gains knowledge of or has reasonable belief that alleged sexual abuse or serious physical abuse, or death has occurred.

3. **Methods for Reporting:** Campus Administrator, JJAEP Administrator or designee will ensure law enforcement is notified through phone. The completed incident report to TJJD may be made by phone, fax, or email. If report is made via phone, the completed incident report form must be submitted within twenty-four (24) hours after the phone report.

§358.320 CONTACT TO PARENTS BY SCHOOL ADMINISTRATORS

School Administrators will also contact a student's parents as soon as possible but no later than twenty-four (24) hours when a student has died or is the alleged victim of abuse, neglect, or exploitation;

1. Methods to contact parents are by phone, email, text, or in-person.
2. All efforts to provide notification shall be documented on the TJJD Incident Report form and in the internal investigation report.

§358.340 PREVENTIVE MEASURES AND REPORTING OF ALLEGATIONS BY STUDENTS

The El Paso County JJAEP is committed to maintaining a safe, abuse-free environment for all students. In alignment with the Texas Administrative Code §358 and PREA standards the following measures shall be implemented to ensure student rights, encourage reporting, and prevent abuse, neglect, or exploitation.

1. All JJAEP students shall be informed of their right to report allegations of abuse, neglect, exploitation, and the death of a juvenile directly to the Texas Juvenile Justice Department (TJJD).
2. During the JJAEP Intake conducted at the campus, student and parents/guardians shall be provided with **APPENDIX R ANE and R1- ANE (SPANISH)** outlining TJJD contact information.
3. Both the student and parent/guardian shall sign acknowledgment forms upon receipt of the ANE information, and a copy will be provided to the family for reference.
4. The JJAEP Student Code of Conduct (SCC) will also advise the students of this right and information on reasonable, free, and confidential access to TJJD to report allegations.
5. If family attends the JJAEP Family Program Orientation held at JPD, this information and contact number to TJJD will be provided to them as an additional layer of oversight.
6. JJAEP staff shall make every effort to provide an environment that is free of coercion or any inappropriate conduct of any kind awareness and vigilance of behavior that may indicate abuse, neglect, or exploitation.
7. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras can be utilized as additional security, but never as a substitute for face-to-face supervision.
8. If a student is identified as vulnerable to sexual abuse, steps will be taken to ensure the student's safety, i.e., additional supervision, follow up by JJAEP staff, etc.
9. JJAEP staff shall never be allowed as the sole supervisor of students of the opposite gender. No exceptions! This includes searches, restroom breaks or any function of the program where students are vulnerable or exposed.
10. Any student with any type of handicap to include deafness will be allowed to report any sexual activity through whatever means necessary to help them communicate. (Unimpeded.)
11. The YISD/Juvenile Probation Department shall not hire, transfer, or allow anyone who has engaged or is pending investigation on sexual abuse or inappropriate sexual conduct to come into any contact with JJAEP youth.

§358.360 ALLEGATIONS OUTSIDE OF THE JUVENILE JUSTICE SYSTEM

If an allegation of abuse, neglect, or exploitation involves a juvenile but occurs outside of the JJAEP campus or JPD facility, and is not under the jurisdiction of the Juvenile Board, it must be reported to the relevant regulatory agency overseeing that site or program.
Examples of such agencies include:

- Texas Department of Family and Protective Services (TDFPS)
- Texas Department of State Health Services (DSHS)
- Other applicable licensing or regulatory agencies

§358.400 INTERNAL INVESTIGATIONS

In every case in which an allegation of abuse, neglect or exploitation or the death of a juvenile has occurred, an investigation must be conducted by a person qualified by experience or training to conduct a comprehensive investigation.

INTERNAL INVESTIGATOR(S)

For purposes of internal investigations of allegations of abuse, neglect, or misconduct within the JJAEP, the primary investigator(s) will be assigned by School District. TJJD investigators may also be involved in the process as deemed appropriate.

If the employee is a JPD employee, volunteer, or contracted provider, JPD Administration will assign an investigator(s) and the Department's Internal Investigation Protocol will be followed. There will be instances when the investigator is assigned from other sections of the department rather than the section from which the alleged perpetrator is assigned, to ensure the integrity of the internal investigation.

INTERNAL INVESTIGATION PROCEDURES

An internal investigation must be conducted and documents prepared and submitted in accordance with TJJD required timelines. (**SEE APPENDIX Q - INTERNAL INVESTIGATION FORM**)

1. The initiation or completion of an investigation may be postponed if directed by law enforcement, requested by TJJD or the integrity of potential evidence could be compromised.
2. School district officials, school administrators, and staff, to include interns and volunteers are required to cooperate with the TJJD investigators and law enforcement investigating the reported case of an alleged abuse neglect and exploitation matter.
3. All JJAEP staff members, school districts, and JPD officials are required to cooperate fully and truthfully with any investigation of alleged child abuse or neglect.
4. School Administrators will make every effort to identify and make available for questioning all people with knowledge of abuse, neglect and exploitation or death which is the subject of a TJJD investigation.
5. For complaints that meet the Texas Family Code definition of abuse, neglect or misconduct, investigator(s) will:
    a. Ensure that the JJAEP employee, intern, or volunteer who receives or witnesses the incident submits their report to TJJD within the required timeline.
    b. Ensure that law enforcement and/or other relevant parties are notified, i.e., DFPS, parents of victim(s), victim(s), JJAEP Administrator, etc. (within six (6) hours of getting the assignment from their respective school district administration).
6. The JJAEP School Administrator or JJAEP/JPD designated officer in charge must always conduct a visual and verbal injury assessment after an incident or allegation of abuse and ensure it is documented on the incident report.
7. If any injury is reported or there is visual evidence of injury, the student must be seen by the nurse or physician immediately.
8. If a nurse or physician is not available, arrangements will be made for immediate transport to area hospital.
9. If a student makes an allegation of sexual abuse, the nurse or physician will immediately examine him or her.

10. A written medical assessment must be completed by the nurse or physician and made available to the investigating officer, including any other documentation or information that may be relevant to the investigation.
11. Contact the alleged perpetrator(s) and schedule a formal meeting within forty-eight (48) hours.
12. As per Texas Administrative Code, Chapter 358.440 all persons must fully cooperate with any investigation of an allegation of abuse, neglect, or exploitation of the death of a juvenile.
13. An employee, intern or volunteer who has been identified as an alleged perpetrator has the right to refuse to be interviewed. However, the alleged perpetrator must cooperate with the investigation to the extent that the investigation does not violate individual rights against self-incrimination.
14. The alleged perpetrator(s) may have no contact with the alleged victim(s) or any other student served by the Juvenile Probation Department pending the conclusion of the internal investigation.
15. Collect and review all evidence related to the allegation. Include all documents, notes, receipts, computer printouts, chronological entries, grievances, incident reports, medical reports and video surveillance related to the allegations. All efforts will be made to collect written and oral statements from all persons with direct knowledge of the alleged incident.
16. A medical assessment must be completed if allegation is physical or sexual in nature or involves neglect or exploitation.
17. Schedule specific times for interviews with the complainant, sources of information, possible witnesses, and alleged offenders. Prepare questions sheet and all necessary forms beforehand.
18. If the JJAEP Administrator or Campus Administrator is the person alleged to have abused, neglected, or exploited a juvenile, the Juvenile Board Chair or School Board Chair or designees must place administrator on administrative leave or reassign him/her to a position having no contact with the alleged victim, relatives or the alleged victim or other juveniles.
19. An investigator will be appointed who is not the person alleged to have abused, neglected, or exploited the student, is not a subordinate of such person and is not a law enforcement officer currently acting as the criminal investigator for the same allegation.
20. Law enforcement may initiate a criminal investigation into the matter and report must be made to law enforcement, if deemed necessary by this standard.
21. An investigator will be appointed who is not the person alleged to have abused, neglected, or exploited the student, is not a subordinate of such person and is not a law enforcement officer currently acting as the criminal investigator for the same allegation.

OTHER: A Campus Administrator may also utilize ISD policy or Employee Code of Conduct as a guide to any misconduct or violation of policy on allegations, which do not rise to the defined level of serious physical abuse or sexual abuse made by students. Administrators have a duty to investigate conduct, which is the basis of the complaint made by students of unnecessary physical force or inappropriate contact or conduct (**SEE GRIEVANCE PROCESS**).

1. Areas to consider are whether incident was reported to administration, whether a discipline referral was made to include any witness statements to justify any use of force, inappropriate physical contact, or inappropriate conduct; and;
2. Whether any violation of JJAEP or ISD policy or Code of Ethics or Conduct occurred.

ALLEGATIONS AGAINST EMPLOYEES

If allegation against an ISD employee is disclosed to a JPD staff member, such information will be relayed in writing to the JJAEP Campus Administrator and District Associate Superintendent. Conversely, if an allegation against a JPD employee is disclosed to an ISD employee, such information will be relayed in writing to the JJAEP Administrator and JPD Chain of Command, if allegation is against the JJAEP Administrator.

WRITTEN AND ELECTRONICALLY RECORDED STATEMENTS
Diligent efforts shall be made to obtain written and electronically recorded statements from all persons with direct knowledge of the alleged incident.

ASSIGNMENT OR ADMINISTRATIVE LEAVE DURING INVESTIGATIONS
The JJAEP Campus Administrator has the discretion to either reassign or place person alleged to have abused, neglected, or exploited a JJAEP student on administrative leave or reassigned to a position having to contact with the alleged victim, relatives of the alleged victim, or other JJAEP students.

If alleged perpetrator(s) is/are not placed on administrative leave, then person must be reassigned within the district to a position having no contact with any students in the facility until the conclusion of the investigation. Employees placed on administrative leave may or may not be paid, at the discretion of the School District.

§358.460 CORRECTIVE MEASURES

At the conclusion of the internal investigation, the JJAEP Campus Administrations involved shall take appropriate corrective measures, if warranted, which may include, but not limited to:

1. Review policies and procedures.
2. Revision/modification of any policies or procedures (as appropriate).
3. Administrative disciplinary action or appropriate personnel actions against all persons found to have abused, neglected, exploited a juvenile; or otherwise violated policy.
4. The provision of additional training for all appropriate persons to ensure the safety of the juveniles, employees, interns, volunteers, contractors, and service providers.

§358.500 INTERNAL INVESTIGATION REPORT AND COMPONENTS (APPENDIX Q)

Internal Investigation report shall include:

1. Facility name.
2. Alleged victim.
3. Alleged perpetrator.
4. Date allegation reported to TJJD.
5. Date of alleged incident.
6. Date incident reported to parents or guardian of the juvenile or documentation that diligent efforts to provide notification were made.
7. First person who learned or suspected allegation and date.
8. Dates internal investigation was initiated and completed.
9. Brief summary of allegation.
10. Applicable policy and procedure.
11. Summary and steps of investigation.
12. Findings of investigation (Founded, Unfounded or Inconclusive).
13. Code of Ethics violations.
14. Personnel action.
15. Supporting documentation.
16. Date the internal investigation was completed.
17. Signature of person completing the internal investigation report.

CONCLUSION OF INVESTIGATIONS AND REPORTING OF FINDINGS:

1. All persons involved such as the alleged perpetrator, victim, and complainant, etc., must be informed that they will be notified of the outcome as soon as that is determined.
2. At the conclusion of the collection of evidence and interviews, the investigator will take the following steps:
    a. Summarize the nature of the complaint and allegation against the alleged perpetrator.
    b. Summarize the steps taken during the investigation.
    c. Obtain and review material evidence.
    d. Summarize findings and recommendations and take appropriate measures to provide for the safety of the children (use relevant laws, regulations, policies, and procedures). If it is found that a Code of Ethics violation has occurred and staff member is a certified Juvenile Probation Officer, a separate investigation will be reported to TJJD in accordance with TJJD standards §345.300.
3. The assigned disposition of the internal investigation report shall indicate: founded, unfounded or inconclusive.
4. The investigator(s) (consisting of a district investigator, JPD or a TJJD investigator) may need to submit his/her written report to their supervisor (only as appropriate) if agency policies require a final approval and may make additional necessary revisions or incorporate further recommendations.
5. The summary and all relevant documentation will be reviewed and approved by district officials and their respective HR, and General Counsel when necessary.
6. The investigator(s) will report findings to the ISD Superintendent, to TJJD, the JPD designated person and JPD Administration.
7. Final version of the internal investigation will be submitted to school district officials. The investigating staff will provide periodic status reports of the ongoing investigation to the district and JPD, as appropriate.
8. The conclusions will be discussed with all relevant parties (alleged victim(s) and perpetrator(s)). All disciplinary actions, if applicable, will be administered within 24-48 hours of approval of the investigation and findings.
9. TJJD will be faxed a written copy of the final report of the investigation within thirty (30) business days after the initial report to TJJD. This timeframe may be extended upon request. Completed report must be submitted within twenty-four (24) hours of the investigation's conclusion, and no more than five (5) calendar days later. The report will include all written statements, medical documentation, training records and any other pertinent information.
10. In case of the death of a student, an internal investigation report must be submitted to the State Attorney General's office within thirty (30) days and to the TJJD within ten (10) days of conclusion.

Other recommendations that may be considered (based on severity of case and appropriate factors) may be a review of pertinent policies, administrative disciplinary action (for affirmative findings of ANE or policy violations), and additional training of students, employees, interns/volunteers, contractors, and service providers. Administrators will take all ANE allegations seriously and provide necessary administrative action when violations of policy or affirmative findings occur to ensure for the ongoing safety of JJAEP students.
(SEE APPENDIX Q - INTERNAL INVESTIGATION FORM)

§358.540 SUBMISSION OF INTERNAL INVESTIGATIONS REPORT

Upon conclusion of the investigation, the report, outcome, and any recommendations will be forwarded to the JJAEP Administrator and ISD Associate Superintendent within five (5) school days.
The following documentation collected during internal investigation must be submitted to TJJD within thirty (30) days after initial report to TJJD:

1. Written statements.
2. Relevant medical documentation.
3. Training records, if applicable.

4. Any other documentation used to reach the disposition of the internal investigation.

§358.220 ABUSE, NEGLECT AND EXPLOITATION DATA COLLECTION

For all allegations of abuse, neglect, or exploitation, the death of a JJAEP student, and serious incidents occurring within the annual TJJD reporting period, the below data must be provided to TJJD via the ANE Reconciliation Data spreadsheet. The initial report will include the following information. (to include a written synopsis of the allegation and incident):

1. Alleged victim(s) name and DOB.
2. Alleged victim(s) PID number.
3. Name of subject(s) of investigation; (alleged perpetrator(s)).
4. Date of birth and driver's license or state issued identification number of investigation subject(s).
5. Date and time of alleged incident.
6. Date and time incident was reported to the TJJD.
7. Type of alleged incident (abuse, neglect, or exploitation, death, or serious incident, etc.).
8. Type of injury, if applicable.
9. If restraint related (physical, mechanical, or chemical).
10. Disposition of internal investigation (i.e., founded, unfounded or inconclusive).
11. County generated case identification number.

§358.600 SERIOUS INCIDENTS

1. Duty to Report: Any person (staff member, volunteers/interns, visitors, teachers, short or long term substitute, counselor, etc.) who witnesses, learns of, receives an oral/written statement, grievance, etc. from a student in a JJAEP facility or other person with knowledge of or who has a reasonable belief as to the occurrence of a serious incident involving a student must follow department protocol of informing a program supervisor and subsequently reporting within the TJJD required timelines.
2. Time to Report and Methods of Reporting Serious Incidents. The JJAEP Campus Administrator or campus designee shall ensure that law enforcement is notified by phone within one (1) hour of the allegation, TJJD is notified by phone within four (4) hours (TJJD # 1-877-786-7263) and the completed Incident Report Form is completed, faxed, or emailed to TJJD within twenty-four (24) hours of the initial phone report:
    - Sexual behavior/conduct.
    - Youth-on-youth physical assault.
    - Attempted suicide.
    - Neglect.
    - Exploitation.
    - Attempted suicide.
    - Emotional abuse.
    - Verbal abuse.
    - Minor physical abuse.
    - Sexual abuse (contact or non-contact).
    - Serious physical abuse (injury that requires medical treatment).
    - Death.

See incident report form for breakdown of incidents and timelines for TJJD and Law Enforcement reporting

§358.620 MEDICAL DOCUMENTS FOR SERIOUS INCIDENTS

Any and all medical documentation that contains evidence of treatment pertinent to the reported incident will be submitted to the TJJD within twenty-four (24) hours of receipt. No exceptions.

§348.224 STUDENT CODE OF CONDUCT

Student Code of Conduct. (a) Adoption. (1) The JJAEP student code of conduct must be adopted annually by the juvenile board and must describe and define in writing the JJAEP's behavior management system. (2) The JJAEP Administrator must: (A) conduct an annual review of the student code of conduct after the conclusion of each school year and before the beginning of the next school year; and (B) no later than October 1 of each year, submit to TJJD documentation verifying the review was completed. **(b) Notice to Students, Parents, and Staff.** (1) The JJAEP student code of conduct must be provided to each student and to the student's parent, guardian, or custodian upon the student's entry into the JJAEP. (2) The student code of conduct must be reviewed with each student and the student's parent, guardian, or custodian and must be translated if necessary to ensure understanding of the content by all parties. (3) Acknowledgment of receipt of the student code of conduct signed by the student and by his/her parent, guardian, or custodian must be maintained in each student's file. (4) No later than the first day of each school year, each JJAEP staff member must sign an acknowledgement that he/she has read and understands the student code of conduct. This acknowledgement must be maintained in the staff's personnel file. (5) The student code of conduct must be readily accessible to every JJAEP staff member. **(c) Discipline and Sanctions.** The student code of conduct must include the following: (1) prohibited conduct described as minor violations and major violations and the corresponding disciplinary consequences available for each violation; (2) a description of the disciplinary process, including safeguards designed to promote consistent application of the process; (3) circumstances that will allow a student's removal from the classroom with staff supervision; (4) circumstances under which a student may be placed into another educational setting; (5) due-process procedures; and (6) a prohibition on one student sanctioning another student. **(d) Prohibited Sanctions.** (1) The following sanctions are prohibited in the JJAEP, and their prohibition must be noted in the student code of conduct: (A) corporal punishment, physical abuse, humiliating punishment, and hazing; (B) physical exercises imposed for discipline or intimidation, except as allowed under paragraph (2) of this subsection; (C) deprivation of food and water; and (D) expulsion from the JJAEP. (2) Physical exercise may be used for discipline only if: (A) the JJAEP operates an intensive physical activity program; (B) the JJAEP has established written policies and procedures that include limitations on the types of physical activity that may be used for discipline; and (C) the physical exercise does not cause bodily duress (i.e., physical punishment to the body). **(e) Dress Code.** The student code of conduct may establish a dress code or require uniforms for students in attendance.

POLICY

It is the policy of the El Paso County Juvenile Board to adopt the **YISD STUDENT CODE OF CONDUCT (APPENDIX B)** for implementation within the El Paso County Juvenile Justice Alternative Education Program (JJAEP). This code outlines key student expectations and consequences and include the following components:

- Discipline procedures and sanctions
- Prohibited disciplinary practices
- Dress code requirements
- Grievance procedures
- Sexual abuse prevention and reporting protocols

In accordance with the Prison Rape Elimination Act of 2003 (PREA) and applicable district policy, the Student Code of Conduct also details prevention, intervention, and reporting procedures for incidents involving sexual abuse. All students and their parents/guardians are required to sign an acknowledgement form upon receipt of the JJAEP Student Code of Conduct.

A. ADOPTION PROCEDURE

El Paso County JJAEP adopts the Ysleta Independent School District's Student Code of Conduct though formal approval by the Juvenile Board, thereby establishing the behavior management framework for the program. YISD has implemented an in-house suspension system, whereby out-of-school suspension will be considered a last resort if other forms of behavioral management has been ineffective, or infraction requires removal from the campus (out-of-school suspension). Disruptive students may be removed from the classroom and placed in SAC. Students will be monitored and have continuous visual observation by JJAEP staff while being placed in SAC or in-school suspension (ISS).

B. NOTICE TO STAFF, STUDENT, PARENT/GUARDIAN

1. Students, parents, guardians, or custodians will receive a JJAEP Student Code of Conduct (SCC) at the time of intake.
2. Upon receipt and review, a signature will be required on the Acknowledgment of receipt of the JJAEP Student Code of Conduct (SCC).
3. A copy of the Acknowledgment form will be placed in the student's JJAEP electronic case file.
4. Prior to the start of the school year at the JJAEP Annual Refresher Training and during New Orientation Training at JPD, JJAEP staff will be provided with an electronic storage device containing the JJAEP Student Code of Conduct (SCC), and other pertinent JJAEP documents. All JJAEP staff will be required to sign an acknowledgment which will be maintained in their personnel electronic file.

C. DISCIPLINE AND SANCTIONS

The JJAEP Student Code of Conduct (SCC) outlines sanctions and disciplinary procedures applicable to students for specific behaviors, ensuring due process protections. The JJAEP Student Code of Conduct (SCC) will include sanctions and disciplinary procedures, including prohibited behaviors and conduct, disciplinary consequences, circumstances for classroom removal, and conditions for placement in another educational setting. YISD has adopted the JJAEP Student Code of Conduct (SCC) as a supplement to its Student Code of Conduct (SCC).

D. DISCIPLINE MANAGEMENT TECHNIQUES

During the student's enrollment, discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary actions will be based on the professional judgment of teachers and administrators. Discipline shall be correlated to the seriousness of the offense/infraction, a disability that impairs the student's capacity to appreciate the wrongfulness of the student's conduct, the frequency of misbehavior, a student's disciplinary history, the student's attitude, whether the student was acting in self-defense, the effect of the misconduct on the school environment, intent, or lack of intent at the time of the alleged incident of misconduct, and statutory requirements.

1. STUDENT WITH DISABILITIES
    - **a.** Discipline for students with disabilities must comply with applicable state and federal laws, including the district's Student Code of Conduct.
    - **b.** In accordance with the Education Code, students enrolled in Special Education programs (SPED) may not be disciplined for bullying, harassment, or making hit lists until an ARD meeting has been conducted to review the student's behavior.
    - **c.** The JJAEP shall take into consideration a disability that substantially impairs a JJAEP SPED student's ability to understand the wrongfulness of their conduct.

2. MANAGEMENT TECHNIQUES
    - **a.** Verbal correction (oral or written).
    - **b.** Cooling-off time or "timeout".
    - **c.** Seating changes within the classroom or bus transportation.
    - **d.** Counseling by teachers, counselors, or administrative personnel.
    - **e.** Parent/teacher conferences.
    - **f.** Grade reductions for late assignments or academic dishonesty (including but not limited to cheating, copying the work of another student, plagiarism, and unauthorized communication between students during an examination).
    - **g.** Assignment of community service.
    - **h.** Withdrawal of privileges, such as participation in extracurricular activities.
    - **i.** In-School Suspension (ISS). The term of the removal may prohibit the student from attending or participating in school-sponsored or school-related activities. ISS may exceed three (3) days if reviewed every ten (10) school days by the JJAEP Campus Administrator.

j. Out-of-School Suspension (OSS) may be imposed only when behavior is repeated and significant or threatens safety.
k. Call to law enforcement for new offense committed at the JJAEP.
l. Restitution for damage.
m. Notice of Absence will be issued for violation of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made, as required to school district employees, as necessary and ultimately to a Truancy Court which may assess a fine and impose other requirements to prevent truancy.
n. Other strategies and consequences as determined by school officials.
o. Due to JJAEP expulsion, further expulsion is not an option, and any of the above consequences may occur.
p. Due to JJAEP status, for a student under formal or informal supervision under the 65th District Court, negative behavior (whether a disciplinary referral is given or not) is reported to the Juvenile Probation Department and may result in further consequences imposed by a Juvenile Probation Officer or the 65th District Court.

3. EXPECTATION OF JJAEP STUDENTS
a. Demonstrate courtesy, even when others do not.
b. Behave in a responsible manner, always exercising self-discipline.
c. Attend all classes, regularly and on time.
d. Meet district and campus standards of grooming and dress.
e. Obey all campus and classroom rules.
f. Respect the rights and privileges of students, teachers, administrators, district staff, and volunteers.
g. Respect the property of others, including district property and facilities.
h. Cooperate with and assist the school staff in maintaining safety, order, and discipline.
i. Adhere to the requirements of the JJAEP Student Code of Conduct.

4. BEHAVIOR COORDINATOR ROLE
a. The responsibility of the Behavior Coordinator Role is taken by the principal of the JJAEP in El Paso County or designated person. Any inappropriate conduct that occurs is reported to the JJAEP Administrator and assigned Juvenile Probation Officer, who will document the conduct/incident.
b. Consequences for any negative behavior are explained during the JJAEP intake to both the student and their parent/guardian; it is also outlined in the Student Code of Conduct and JJAEP Policies and Procedures.
c. When a major infraction of the JJAEP Student Code of Conduct occurs or a serious incident (as defined by TJJD) occurs, the Campus Behavior Coordinator or designated person (if in a District of Innovation) must document the behavior through a disciplinary referral, noting any action taken. Notification to parent(s)/guardian(s) will be made as soon as possible, but no later than 24 hours after a disciplinary referral has been given or suspension or removal from the classroom into the In-School Suspension (ISS) occurs. The disciplinary referral must be submitted to the JJAEP Administrator and/or assigned Juvenile Probation Officer, who documents the incident in JMIS and uploads the referral into the youth's profile.
d. Behavior management may involve counseling, suspension, conferences with parents/JPO or placement in ISS or OSS. If an arrest is warranted, further consequences may be incurred. Possible school-based consequences include the following:
i. Suspension – May be warranted in cases where there has been a serious violation of school rules/policies. The JJAEP Campus Administrator will have the discretion to suspend the student. Suspension is rare as sending the student home is not conducive to the JJAEP philosophy of maintaining the student in school.

ii. **In-School Suspension (ISS)** – When appropriate, will be used in place of suspension, particularly when the student engages in persistent class disruption. ISS may exceed three (3) days if reviewed every ten (10) school days by the JJAEP Campus Administrator.

iii. **Arrest** – Warranted if an offense occurs on school grounds or during transport on a district school bus.

iv. **Counseling** – Provided for any inappropriate conduct/incident where there may have been a display of anger, threats to cause harm to staff or students. Such action will help intervene and prevent further incidents.

v. C**onferences** – Notification to parents, administrators, JJAEP staff, and Juvenile Probation Officers will be made when there is a serious incident or recurrent inappropriate behavior such as bullying, harassment, or making hit lists. Conferences will be held by some or all of the above parties to prevent more serious consequences.

vi. **Juvenile Probation Officer/JJAEP Administrator** – Will address the behavior/incident with the student and will inform the court of incidents if applicable.

vii. **Home Visits** – Will be conducted if there is persistent unexcused absences. JJAEP Campus Administrator, Case Managers, Counselors, and/or Juvenile Probation Officer may conduct the home visit.

viii. **Court Ordered Counseling Services** – The student's counselor/therapist may be contacted by the Juvenile Probation Officer to discuss behaviors displayed in the school setting.

E. PROHIBITED SANCTIONS

The JJAEP Student Code of Conduct lists prohibited sanctions including, corporal punishment, physical abuse, humiliating punishment, hazing, deprivation of food and water, allowing one student to sanction another, expulsion from a JJAEP or imposing physical exercises/activity as a form of discipline or intimidation.

F. DRESS CODE PROCEDURES

PURPOSE: The dress code is established to teach grooming and hygiene, instill discipline, prevent disruption, avoid safety hazards, and teach respect for authority.

1. UNIFORM APPEARANCE

- **a.** Expectations: Students are expected to arrive in school uniform and groomed in a manner that is clean and neat, that will not be a health or safety hazard to themselves or to others.
- **b.** Compliance: Students out of compliance will be given an opportunity to correct the problem. Failure to correct the problem will require an immediate parent conference.
- **c.** Severe Violations: Students with severe violations will be sent home to change into appropriate clothing and must return to campus immediately. Failure to return will result in an unexcused absence.
- **d.** Continued Noncompliance: May result in a disciplinary referral.
- **e.** Assistance with Uniform Items: Campus Administrators will communicate and work collaboratively with the JJAEP Administrator in the event a JJAEP student requires assistance in obtaining uniform items.

2. FACIAL APPEARANCE:

- **a.** No facial hair is permitted. Beards, goatees, and mustaches are not allowed. Non-complying students will be escorted to the restroom by parent/guardian to shave, and the parent/guardian will be required to provide razors.
- **b.** Sideburns are allowed down to mid-ear only and must be maintained at all times.
- **c.** Cutting or shaving of eyebrows is NOT permitted.

- **d.** Tongue or facial piercings are NOT permitted.
- **e.** All fingernails must be kept short and trimmed. Nail polish or artificial nails are not permitted. Nails must not extend beyond the tips of the finger.
- **f.** No makeup of any kind is permitted, including but not limited to lipstick, concealer, foundation, primer, lipgloss, ChapStick, blush, eyeliner, brow liner, eyeshadow, and mascara.
- **g.** Makeup will be confiscated and not returned.
- **h.** Non-compliant students will be escorted to the restroom to wash off makeup.

3. TATTOOS:
All tattoos on the arms and neck must be covered with a white long-sleeve undershirt or other approved items by the Campus Administrator.

4. HAIRCUTS:
- **a.** All students must maintain a clean appearance at all times.
- **b.** Hair must not cover face or eyes.
- **c.** No spiked hair (no more than 1 inch in length) or Mohawks allowed.
- **d.** Student's hair must be of a natural hair color (no colors that may cause a distraction).
- **e.** Hair should be shampooed regularly.

5. JEWELRY:
For security reasons, no jewelry is allowed. This includes watches, necklaces, rings, and body piercings. Any jewelry brought in will be confiscated.

6. SHIRTS:
- **a.** Forrest Green polo shirts are required for High School JJAEP students; Navy Blue polo shirts are required for Middle School JJAEP students.
- **b.** Shirts must remain tucked in at all times.
- **c.** Students must wear only plain white undergarments under their shirts. Females must wear a white bra under their shirt.
- **d.** Shirts must be kept clean at all times.
- **e.** Shirts must be well maintained, free from wrinkles, tears, or any other damage.
- **f.** Oversized shirts are not permitted.

7. PANTS/BELTS:
- **a.** Khaki pleated or straight-front Dockers-style or dress slacks are required.
- **b.** Pants must be worn at or above the waistline at all times.
- **c.** No baggy pants, bell-bottoms, cut pant legs, dragging pant legs, capris, hip huggers/low-rise, jeans, cargo pants, leggings, or side pockets are allowed.
- **d.** Pants must be the appropriate size for the student, not to exceed ONE INCH LARGER than their waist, and not excessively tight to avoid creating a distraction.
- **e.** Pant length should touch the top of the shoe's heel and not be frayed at the edges. Extra gym shorts under the pants will not be permitted.

8. SHOES:
- **a.** Black dress shoes or solid black tennis shoes with regular width black shoelaces are required.
- **b.** Thick or colored shoelaces are not allowed. Shoes must remain laced and tied properly throughout the day.
- **c.** Extra socks in shoes are not permitted.
- **d.** Open-toed shoes such as sandals or steel-toed shoes are not allowed.

e. Socks must be plain WHITE without any visible logo or design.

9. WINTER CLOTHING:

a. A matching colored hooded or regular sweatshirt is required for cold weather conditions. Uniforms are available with the school administration.
b. Black or white sweatshirts must FIT the student. Oversized sweatshirts are not allowed.
c. White long sleeve shirts may be worn under student's polo shirt.

10. ADDITIONAL ITEMS:

a. Cell phones and pagers are strictly prohibited at all times.
b. No electronic equipment of any kind allowed, including electronic cigarette, toys, video games, tablets, laptops, smartwatch, headphones, etc.
c. No weapons of any type are permitted, including small pocketknives and/or cutting instruments. Possession of certain illegal or location-restricted knives may result in criminal charges.
d. Students shall not possess fireworks, smoke or stink bombs, or any other pyrotechnic device.
e. Food, beverages, gum, and candy will be confiscated if brought onto the premises.
f. Any loose items found in pockets or notebooks will be confiscated and not returned, including personal items.
g. Students will not be allowed to enter the restroom while in possession of any type of writing utensil. Pens and pencils will be confiscated and not returned.
h. Students will not be permitted to bring wallets, purses, or money.

(**f) Grievance Procedures.** The student code of conduct must state: (1) which issues are grievable and not grievable; (2)the process by which a student may submit a grievance; (3) the method(s) by which students may obtain and submit a grievance without the assistance or permission of staff; (4) that retaliation by staff against a student for submitting a grievance is prohibited; (5) that the student will receive a written response within five school days after submitting the grievance; (6) that, upon request, a student's parent, guardian, or custodian will be provided a copy of a grievance submitted by the student, including the response; (7) the deadline for submitting an appeal of the initial response, which must be no earlier than five school days after the student receives the initial response; and (8) that the student will receive a written response within 10 school days after submitting an appeal.

POLICY

GRIEVANCE PROCEDURES

1. Procedure and practice provides a grievance procedure to address complaints or concerns that students or parents/guardians may have in reference to mistreatment, instructional or programmatic issues, or perceived violations of student's rights by staff, policies, or another student. Retaliation in any form against a student who files a complaint is strictly prohibited. Grievance procedures shall ensure that each student is afforded one level of appeal on all grievance complaints.
2. Upon request, a copy of each grievance submitted by a student shall be provided to the student's parent/guardian. (**SEE APPENDIX S – JJAEP STUDENT GRIEVANCE FORM)**
3. Students and parents/guardians may submit the grievance form to a staff member at the JJAEP Campus (Counselor, Administrator, CIS) or may go directly to YISD's Department of Student Services at 9600 Sims Drive, El Paso, Texas 79925 or 915-434-0743. Student or parent/guardian may also contact the assigned Juvenile Probation Officer or the Diversionary and JJAEP Administrator, Ramon E. Hernandez at 915-273-3491 Ext. 2110 or by email at Ram.Hernandez@epcountytx.gov to further discuss the issue or submit grievance.

COMPLAINTS

1. General complaints should be resolved at the lowest possible administrative level. General complaints or questions regarding campus level decisions should be addressed with the School Principal/Assistant Principal and/or the JJAEP Administrator. If student or parent/guardian does not believe a complaint or grievance was appropriately addressed, efforts should be made to discuss the complaint with the School Principal or Assistant Principal.
2. Students are encouraged to discuss and attempt to resolve problems directly with JJAEP operational staff whenever possible. The JJAEP staff will take reasonable and appropriate steps in an attempt to correct the problem. If unable to resolve the matter, students can report it to the JJAEP Administrator or School Principal/Assistant Principal verbally or in writing. A Student Grievance Form must be provided to the student upon request by school staff.
3. Grievance procedures shall ensure that each student is afforded one level of appeal on all grievance complaints. The JJAEP Administrator, Principal, or Assistant Principal will investigate the grievance and attempt to resolve it. Upon request, a student's parent/ guardian will be provided a copy of the Student Grievance Form, including the response within five (5) school days after submitting the grievance. Efforts to resolve the matter will be documented on a Student Grievance Review form, which will serve as verification as to what actions were taken by the administration to address the grievance. (**SEE APPENDIX – S1 JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS**).
4. Copies will be forwarded to the JJAEP Administrator and uploaded in the student's file. Upon request, a student's parent/guardian will be provided with a copy of the Student Grievance Form, including the response and findings.
5. If not satisfied with the response provided by School Administrators or the JJAEP Administrator, students or parents/guardians have the right to appeal to YISD's Department of Student Services or the Juvenile Probation Department and appeal.
6. The deadline for submitting an appeal of the initial response must be no earlier than five (5) school days after receiving the initial response. The student will receive a written response within ten (10) school days after submitting an appeal.

GRIEVANCE FORM FOR PARENTS

El Paso County JJAEP facilities will respond quickly to all complaints/grievances from parents/guardians or members of the community against any employee of the Juvenile Probation Department and/or employees of the YISD. Corrective action will be taken if deemed necessary. Parents/Guardians must receive a copy of the JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS and will sign to acknowledge receipt. **(SEE APPENDIX S1 - GRIEVANCE REVIEW FORM FOR ADMINISTRATORS).** A copy of the Student Grievance Form is attached to this Student Code of Conduct.

(**g) Sexual Abuse.** The student code of conduct must include information relating to the JJAEP's zero-tolerance policy for sexual abuse. The information provided must address the following: (1) prevention and intervention; (2) methods of minimizing risk of sexual abuse; (3) reporting sexual abuse and assault; and (4) treatment and counseling.

POLICY

SEXUAL ABUSE PROCEDURES

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

The Prison Rape Elimination Act of 2003 (PREA) is a federal law that addresses the prevention of sexual abuse in adult and juvenile facilities as well as community correction programs. Although the El Paso County JJAEPs are not correctional facilities, they are designated Juvenile Justice Programs and will maintain a zero-tolerance policy (in conjunction with PREA) regarding all forms of sexual abuse. The Student Code of Conduct (SCC) will outline a zero-tolerance policy and provide students and parents with information on who to call to report inappropriate

behavior or report outcries. School administrators, school staff and JJAEP personnel are designated as coordinators to oversee the implementation and adherence to this zero-tolerance policy.

All JJAEP personnel shall adhere to the abuse, exploitation and neglect requirements set forth in chapters 358 of the Texas Administrative Code Supervision of JJAEP students is critical to ensure that prevention and intervention of sexual abuse.

JAEP personnel will report any type of abuse immediately to school administrators, JJAEP Administrator, law enforcement, Texas Department of Protective and Regulatory Services, and the Texas Juvenile Justice Department. Law enforcement will be notified within one (1) hour; TJJD will be notified within four (4) hours; and the TJJD Incident Report will be submitted within twenty-four (24) hours. The following persons must also be notified for any sexual abuse outcries.

- School Administrators.
- School Nurse.
- Law Enforcement – 911.
- Texas Department of Protective and Regulatory Services - 1-800-252-5400.
- Texas Juvenile Justice Department - 1-877-786-7263; Submit TJJD Incident Report.
- JJAEP Administrator – Ram.Hernandez@epcountytx.gov
- The student must be examined by a nurse and/or physician.

When sexual abuse or other related outcry is made or need determined, service referrals must be made to an appropriate school-based or community-based provider that can adequately address student's needs. Regarding sexual abuse, a referral to CENTER AGAINST SEXUAL AND FAMILY VIOLENCE would be appropriate.

§348.300 TJJD PERFORMANCE REPORTS

(a) TJJD completes a JJAEP performance assessment report as required by the General Appropriations Act (GAA). The report addresses factors identified by the GAA. TJJD provides each JJAEP Administrator and each chief administrative officer with a copy of the report. (b) At mandatory JJAEPs (i.e., JJAEPs whose operation is required by law), the JJAEP Administrator must provide a copy of the report to the juvenile board and to the superintendent of each school district that participates in the JJAEP.

POLICY

In accordance with Texas Administrative Code and the Texas Juvenile Justice Department (TJJD) guidelines, it is the policy of the El Paso County Juvenile Justice Alternative Education Program (JJAEP) to utilize biennial performance data provided by TJJD to assess program effectiveness. The data evaluates each mandatory JJAEP across key measures to determine the extent to which the program is meeting its performance objectives.

PROCEDURE

1. Every two (2) years, TJJD publishes a statewide JJAEP Performance Report reflecting statistical and performance data from each county's JJAEP program.
2. Upon publication, the JJAEP Administrator will disseminate the report to the El Paso Juvenile Board, the Chairman of the YISD School Board, Superintendents of Participating Districts, JJAEP Campus Administrators, other relevant stakeholders participating in overseeing the JJAEP.
3. The report will provide a comparison of the El Paso County JJAEP's performance relative to other counties in areas including, but not limited to, student attendance, academic performance, behavioral outcomes, successful transition rates, recidivism rates, and compliance.

§348.400 FUNDING FOR JJAEPs

(a) Funding for JJAEPs is provided in accordance with requirements in the General Appropriations Act. **(b)** TJJD will not release funds to a JJAEP until it has received the following: (1) memorandum of understanding with completed signature page(s), as required by Texas Administrative Code §348.200; (2) student code of conduct for the current school year; and (3) school calendar. **(c)** TJJD will not release funds to a JJAEP whose school calendar is not in compliance with Section 37.011(f), Education Code, unless an application for a waiver has been approved by TJJD.

POLICY
The El Paso County JJAEP, in partnership with the Ysleta Independent School District (YISD) and other participating districts, acknowledges that the daily rate of compensation for educational services is determined by the State of Texas and may be adjusted during the fiscal year. In accordance with Texas Education Code §29.012 and §37.011, participating school districts that provide educational services to pre-adjudicated or post-adjudicated students confined by court order in a juvenile facility operated by a juvenile board are entitled to include those students in their Average Daily Attendance (ADA) for the purposes of Foundation School Program (FSP) funding.

JJAEP MISSION STATEMENT
The mission of the El Paso County Juvenile Justice Alternative Education Program is to provide a safe, structured, and academically enriching environment for students expelled from their home campuses under Texas Education Code, Chapter 37. The program is committed to supporting students in achieving grade-level proficiency, promoting academic and personal growth, and empowering students to make responsible decisions that support their future success.

EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM STUDENT CODE OF CONDUCT 2025-2026 SCHOOL YEAR

THE DISTRICT
YSLETA INDEPENDENT SCHOOL DISTRICT

Ysleta Independent School District

JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGEMENT

Dear Student and Parent,

The El Paso County Juvenile Probation Department provides this Student Code of Conduct to parents/guardians and students admitted to the Juvenile Justice Alternative Education Program (JJAEP). Your child is in the JJAEP due to expulsion for one of the mandatory expulsions listed in the table below. The purpose of this publication is to provide you with information about the general rules and guidelines for attending and receiving an education in the Ysleta ISD while in the JJAEP. Additionally, a JJAEP brochure is included with this document, containing contact numbers for ISD Campus Principal/Assistant Principals and the El Paso County Juvenile Probation JJAEP staff.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about this information, please ask for an explanation from a Campus Administrator or the JJAEP Administrator. Your child is still required to follow the Ysleta Independent School District's Student Code of Conduct; however, this JJAEP Student Code of Conduct is a supplement and may contain additional sanctions or information that must be adhered to.

Both the student and parent/guardian must sign in the space provided below and return it to the school.

WE ACKNOWLEDGE THAT WE HAVE RECEIVED THE EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM'S STUDENT CODE OF CONDUCT AND THAT WE ARE RESPONSIBLE FOR READING AND UNDERSTANDING THE INFORMATION CONTAINED HEREIN.

Student's Name: _____
(Please Print)

Student's Signature: _____ Date: _____

Parent/Guardian's Name: _____
(Please Print)

Parent/Guardian's Signature: _____ Date: _____

Home School: _____ Grade Level: _____

TABLE OF CONTENTS

MISSION STATEMENT 4

MANDATORY EXPULSION TABLE 5

ADOPTION 6

NOTICE 6

DISCIPLINE AND SANCTIONS 6

JJAEP CAMPUS ADMINISTRATOR ROLE 7

DRESS CODE 9

GRIEVANCE PROCEDURES 10

SEXUAL ABUSE POLICY 11

HIGH SCHOOL EQUIVALENCY 13

NOTICE TO THE PUBLIC REGARDING ABUSE, NEGLECT, AND EXPLOITATION . 17

MISSION STATEMENT

Academically, the mission of the JJAEP is to allow students to perform at grade level.

Mandatory Expulsion Table

JUVENILE JUSTICE ALTERNATIVE EDUCATION (JJAEP) MANDATORY OFFENSES

SY 2025-2026

Offense Description	Offense Type
Unlawful Weapon: Handgun [PC 46.02(a)]	Mandatory
Unlawful Weapon: Location-Restricted Knife [PC 46.02(a-4)] (For students who are under the age of 18)	Mandatory
Prohibited Weapon: Explosive Weapon [PC 46.05(a)(1)(A)]	Mandatory
Prohibited Weapon: Machine Gun [PC 46.05(a)(1)(B)]	Mandatory
Prohibited Weapon: Short-Barrel Firearm [PC 46.05(a)(1)(C)]	Mandatory
Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05(a)(2)]	Mandatory
Prohibited Weapon: Chemical Dispensing Device [PC 46.05(a)(3)]	Mandatory
Prohibited Weapon: Zip Gun [PC 46.05(a)(4)]	Mandatory
Prohibited Weapon: Tire Deflation Device [PC 46.05(a)(5)]	Mandatory
Prohibited Weapon: Improvised Explosive Device [PC 46.05(a)(6)]	Mandatory
Aggravated Assault [PC 22.02]	Mandatory
Sexual Assault [PC 22.011]	Mandatory
Aggravated Sexual Assault [PC 22.021]	Mandatory
Arson [PC 28.02]	Mandatory
Murder [PC 19.02]	Mandatory
Capital Murder [PC 19.03]	Mandatory
Attempted Murder or Capital Murder [PC 15.01]	Mandatory
Indecency with a Child [PC 21.11]	Mandatory
Kidnapping [PC 20.03]	Mandatory
Aggravated Kidnapping [PC 20.04]	Mandatory
Robbery [PC 29.02]	Mandatory
Aggravated Robbery [PC 29.03]	Mandatory
Manslaughter [PC 19.04]	Mandatory
Criminally Negligent Homicide [PC 19.05]	Mandatory
Continuous Sexual Abuse of Young Child or Disabled Individual [PC 21.02]	Mandatory
Felony Drug Offense (excluding Marijuana or THC) [HSC 481]	Mandatory
Burglary [PC 30.02]	Mandatory
Assault Causing Bodily Injury to School Employee or Volunteer [PC 22.01(a)(1)]	Mandatory
Exhibit, Use, or Threaten to Exhibit or Use Firearm [PC 37.125]	Mandatory

****Mandatory Placements Expanded Under HB6****

JJAEP STUDENT CODE OF CONDUCT

A. ADOPTION

The Ysleta Independent School District has adopted this JJAEP Student Code of Conduct as a supplement to the District's Student Code of Conduct. All students placed in the JJAEP are expected to follow both the District-wide disciplinary procedures and the specific provisions specified in this JJAEP Student Code of Conduct.

B. NOTICE

Students and their parents, guardians, or custodians will receive a copy of the JJAEP Student Code of Conduct (SCC) at the time of intake and are required to sign an acknowledgment of receipt. As part of the student's placement in the JJAEP, it is essential to families also reviewed the YISD Student Code of Conduct, which is available on the YISD website, as it contains comprehensive policies regarding student behavior, expectations, and disciplinary procedures throughout the District.

C. DISCIPLINE AND SANCTIONS

The JJAEP Student Code of Conduct outlines sanctions and disciplinary procedures applicable to students assigned to the program, ensuring due process protections are upheld. The JJAEP Student Code of Conduct adopts and enforces all disciplinary provisions contained in the YISD Student Code of Conduct, while also applying additional guidelines to the alternative setting.

In accordance with the YISD Student Code of Conduct, all disciplinary action within the JJAEP will be designed to improve conduct and to promote positive engagement in the school environment. Disciplinary consequences will be determined based on the professional judgment of teachers and administrators, taking into account the following factors: seriousness of the offense, student's age and grade level, frequency and nature of the misbehavior, student's attitude and response to correction, impact on the school environment, and statutory requirements. Prohibited behaviors by students are detailed in the YISD Student Code of Conduct. However, due to the nature of JJAEP placement, the following categories are used to further distinguish major and minor violations of the JJAEP Student Code of Conduct:

D. DISCIPLINARY OFFENSES

MAJOR

- Possession of contraband (weapons).
- Possession of or being under the influence of drugs.
- Imminent threats toward any student, teacher, or staff member.
- Destruction of property (may require incident report to TJJD).
- Sexual misconduct (requires incident report to TJJD).
- Assault (requires incident report to TJJD if against another student).
- Sexual assault (requires incident report to TJJD).
- Any incident involving a restraint (requires incident report to TJJD).
- Any incident involving abuse, sexual abuse, neglect, or exploitation (requires incident report to TJJD).
- Any incident that causes substantial disruption during the school day, whether on or off school campus, this includes any cyberbullying that may have occurred off-campus but is manifesting on campus (may require incident report to TJJD).
- Any incident warranting an arrest or meeting the elements of a Class B misdemeanor or higher (may require incident report to TJJD).

MINOR

- Refusal to follow directives from administrators, teachers, or staff.
- Verbal disrespect.
- Derogatory or offensive language

- Antagonizing others.
- Walking off campus.
- Dress code violations.
- Tardies or unexcused absences.

Note: In determining disciplinary consequences, the District shall consider mitigating factors such as self-defense, intent or lack of intent, the student's disciplinary history, and any disability that may impact the student's understanding of the behavior's wrongfulness.

DISCIPLINARY MANAGEMENT TECHNIQUES

Discipline for offenses, unless specified otherwise by law, may involve various techniques and responses, used alone or in combination, including but not limited to:

- Verbal correction (oral or written).
- Cooling-off time or "timeout".
- Seating changes within the classroom.
- Counseling by teachers, counselors, or administrative personnel.
- Parent-teacher conferences.
- Grade reductions for late assignments or academic dishonesty (including but not limited to cheating, copying the work of another student, plagiarism, and unauthorized communication between students during an examination).
- Assignment of community service.
- Withdrawal of privileges, such as participation in extracurricular activities.
- In-School Suspension (ISS). The term of the removal may prohibit the student from attending or participating in school-sponsored or school-related activities.
- Out-of-School Suspension (OSS).
- Call to law enforcement for new offense committed at the JJAEP.
- Restitution for damage.
- Notice of Absence will be issued for violation of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made, as required to school district employees, as necessary and ultimately to a Truancy Court which may assess a fine and impose other requirements to prevent truancy.
- Other strategies and consequences as determined by school officials.
- Due to JJAEP expulsion, further expulsion is not an option, and any of the above consequences may occur.
- Due to JJAEP status, for a student under formal or informal supervision under the 65th District Court, negative behavior (whether a disciplinary referral is given or not) is reported to the Juvenile Probation Department and may result in further consequences imposed by a Juvenile Probation Officer or the 65th District Court.

If a student is removed from the JJAEP and placed in another setting other than a Disciplinary Alternative Education Program (DAEP), the student will have to return to the JJAEP to complete the expulsion term upon re-enrollment. JJAEP students may have the opportunity to attend summer school, if applicable, to make up credits or fulfill STAAR/EOC testing obligations.

E. JJAEP CAMPUS ADMINISTRATOR ROLE

- Any inappropriate conduct that occurs is reported to the JJAEP Administrator and assigned Juvenile Probation Officer, who will document the conduct/incident.
- Consequences for any negative behavior are explained during the JJAEP school intake to both the student and their parent/guardian. This information is incorporated in the Student Code of Conduct and Policies and Procedures for staff.

- When inappropriate conduct or an incident occurs, the JJAEP Campus Administrator must document the behavior through a disciplinary referral, noting any action taken. Notification to parent(s)/guardian(s) will be made when there has been a suspension or removal from the class room into In-School Suspension (ISS). The disciplinary referral must be submitted to the JJAEP Administrator, who documents the incident in JMIS and uploads the referral into the youth's profile.
- Behavior management may involve counseling, suspension, conferences with parents/Juvenile Probation Officer, or placement in ISS. If an arrest is warranted, further consequences may be incurred. Possible school-based consequences include the following:
  1) **Suspension** – May be warranted in cases where there has been a serious violation of school rules/policies. The JJAEP Campus Administrator will have the discretion to suspend the student. Suspension is rare as sending the student home is not conducive to the JJAEP philosophy of maintaining the student in school.
  2) **In-School Suspension (ISS)** – When appropriate, will be used in place of suspension, particularly when the student engages in persistent class disruption. ISS may be extended beyond prior limits, provided the campus conducts a formal review every 10 instructional days, documenting progress or required modifications in support plans
  3) **Arrest** – Warranted if an offense occurs on school grounds or during transport on a district school bus.
  4) **Counseling** – Provided for any inappropriate conduct/incident where there may have been a display of anger, threats to cause harm to staff or students. Such action will help intervene and prevent further incidents.
  5) **Conferences** – Notification to parents, administrators, JJAEP staff, and Juvenile Probation Officers will be made when there is a serious incident or recurrent inappropriate behavior such as bullying, harassment, or making hit lists. Conferences will be held by some or all of the above parties to prevent more serious consequences.
  6) **Juvenile Probation Officer/JJAEP Administrator** – Will address the behavior/incident with the student and will inform the court of incidents if applicable.
  7) **Home Visits** – Will be conducted if there is persistent unexcused absences. JJAEP Campus Administrator, Case Managers, Counselors, and/or Juvenile Probation Officer may conduct the home visit.
  8) **Court Ordered Counseling Services** – The student's counselor/therapist may be contacted by the Juvenile Probation Officer to discuss behaviors displayed in the school setting.

F. EXPECTATIONS OF JJAEP STUDENTS

JJAEP students are expected to:

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

G. PROHIBITED SANCTIONS

The following disciplinary sanctions are strictly prohibited:

- Corporal punishment, physical abuse, humiliating punishment, or hazing.
- Deprivation of food and water.
- Allowing one student to sanction another.
- Expulsion from a JJAEP.
- Imposing physical exercises/activity as a form of discipline or intimidation.

H. DRESS CODE

The dress code is established to teach grooming and hygiene, instill discipline, prevent disruption, avoid safety hazards, and teach respect for authority.

Uniform Appearance:

- **Expectations:** Students are expected to arrive in school uniform and groomed in a manner that is clean and neat, that will not be a health or safety hazard to themselves or to others.
- **Compliance:** Students out of compliance will be given an opportunity to correct the problem. Failure to correct the problem will require an immediate parent conference.
- **Severe Violations:** Students with severe violations will be sent home to change into appropriate clothing and must return to campus immediately. Failure to return will result in an unexcused absence.
- **Continued Noncompliance:** May result in a disciplinary referral.
- **Assistance with Uniform Items:** Campus Administrators will communicate and work collaboratively with the JJAEP Administrator in the event a JJAEP student requires assistance in obtaining uniform items.

Facial Appearance:

- **No facial hair is permitted.** Beards, goatees, and mustaches are not allowed. **Non-complying students will be escorted to the restroom by parent/guardian to shave, and the parent/guardian will be required to provide razors.**
- Sideburns are allowed down to mid-ear only and must be maintained at all times.
- Cutting or shaving of eyebrows is NOT permitted.
- Tongue or facial piercings are NOT permitted.
- **All** fingernails must be kept short and trimmed. Nail polish or artificial nails are not permitted. Nails must not extend beyond the tips of the finger.
- No makeup of any kind is permitted, including but not limited to lipstick, concealer, foundation, primer, lipgloss, ChapStick, blush, eyeliner, brow liner, eyeshadow, and mascara.
- Makeup will be confiscated and not returned.
- **Non-compliant students will be escorted to the restroom to wash off makeup.**

Tattoos:

- **ALL** tattoos on the arms and neck must be covered with a **white long-sleeve undershirt or other approved items by the JJAEP Campus Administrator.**

Haircuts:

- All students must maintain a clean appearance at all times.
- Hair must not cover face or eyes.
- No spiked hair (no more than 1 inch in length) or Mohawks allowed.
- Student's hair must be of a natural hair color (no colors that may cause a distraction).
- Hair should be shampooed regularly.

Jewelry:

- For security reasons, no jewelry is allowed. This includes watches, necklaces, rings, or body piercings. Any jewelry brought in will be confiscated.

Shirts:

- Forrest Green polo shirts are required for High School JJAEP students; Navy Blue polo shirts are required for Middle School JJAEP students.
- Shirts must remain tucked in at all times.
- Students must wear only **plain white undergarments** under their shirts. Females must wear a white bra under their shirt.
- Shirts must be kept clean at all times.
- Shirts must be well maintained, free from wrinkles, tears, or any other damage.
- Oversized shirts are not permitted.

Pants/Belts:

- **Khaki pleated or straight-front** Dockers-style or dress slacks are required.
- Pants must be worn **at or above the waistline** at all times.
- No baggy pants, bell-bottoms, cut pant legs, dragging pant legs, capris, hip huggers/low-rise, jeans, cargo pants, leggings, or side pockets are allowed.
- **Pants must be the appropriate size for the student, not to exceed ONE INCH LARGER than their waist, and not excessively tight to avoid creating a distraction.**
- Pant length should touch the top of the shoe's heel and not be frayed at the edges. Extra gym shorts under the pants will not be permitted**.**

Shoes:

- **Black** dress shoes or **solid black** tennis shoes with regular width **black** shoelaces are required.
- Thick or colored shoelaces are not allowed. Shoes must remain laced and tied properly throughout the day.
- Extra socks in shoes are not permitted.
- Open-toed shoes such as sandals or steel-toed shoes are not allowed.
- Socks must be plain WHITE without any visible logo or design.

Winter Clothing:

- A matching colored hooded or regular sweatshirt is required for cold weather conditions. Uniforms are available with the school administration.
- Black or white sweatshirts must FIT the student. **Oversized** sweatshirts are not allowed.
- White long sleeve shirts may be worn under student's polo shirt.

Additional Items:

- Cell phones and pagers are strictly prohibited at all times.
- No electronic equipment of any kind allowed, including electronic cigarette, toys, video games, tablets, laptops, smartwatch, headphones, etc.
- No weapons of any type are permitted, including small pocketknives and/or cutting instruments. Possession of certain illegal or location-restricted knives may result in criminal charges.
- Students shall not possess fireworks, smoke or stink bombs, or any other pyrotechnic device.
- Food, beverages, gum, and candy will be confiscated if brought onto the premises.
- Any loose items found in pockets or notebooks will be confiscated and not returned, including personal items.
- Students will not be allowed to enter the restroom while in possession of any type of writing utensil. Pens and pencils will be confiscated and not returned.
- Students **will not** be permitted to bring wallets, purses, or money.

I. GRIEVANCE PROCEDURES

The El Paso County JJAEP provides a grievance procedure to address complaints or concerns that students or parents/guardians may have in reference to mistreatment, instructional or programmatic issues, or perceived violations of student's rights by staff, policies, or another student. Retaliation in any form against a student who

files a complaint is strictly prohibited. A copy of the grievance form is attached to this packet. Students and parents/guardians may submit the grievance form to a staff member at the JJAEP Campus (Counselor, Administrator, CIS) or may go directly to YISD's Department of Student Services at 9600 Sims Drive, El Paso, Texas 79925 or 915-434-0743. Student or parent/guardian may also contact the assigned Juvenile Probation Officer or the Diversionary and JJAEP Administrator, Ramon E. Hernandez at 915-273-3491 Ext. 2110 or by email at Ram.Hernandez@epcountytx.gov to further discuss the issue or submit grievance.

General complaints should be resolved at the lowest possible administrative level. General complaints or questions regarding campus level decisions should be addressed with the School Principal/Assistant Principal and/or the JJAEP administrator. If student or parent/guardian does not believe a complaint or grievance was appropriately addressed, efforts should be made to discuss the complaint with the School Principal or Assistant Principal.

- **Initial Discussion** = Students are encouraged to discuss and attempt to resolve problems directly with JJAEP operational staff whenever possible.
- **Reporting to Administrators =** If unable to resolve the matter, students can report it to the the JJAEP Administrator or School Principal/Assistant Principal verbally or in writing. A Student Grievance Form must be provided to the student upon request by school staff.
- **Investigation and Response =** The JJAEP Administrator, Principal, or Assistant Principal will investigate the grievance and attempt to resolve it. The student will receive a written response within five (5) school days after submitting the grievance.
- **Documentation =** Efforts to resolve the matter will be documented on a Student Grievance Review Form for Administrators. Copies will be forwarded to the JJAEP Administrator and uploaded in the student's file. Upon request, a student's parent/guardian will be provided with a copy of the Student Grievance Form, including the response and findings.
- **Appeal Process =** If not satisfied with the response provided by School Administrators or the JJAEP Administrator, students or parents/guardians have the right to appeal to YISD's Department of Student Services or the Juvenile Probation Department and appeal.
- **Deadline for Appeal =** The deadline for submitting an appeal of the initial response must be no earlier than five (5) school days after receiving the initial response. The student will receive a written response within ten (10) school days after submitting an appeal.

COMPLAINTS & GRIEVANCES FROM PARENT/GUARDIAN

El Paso County JJAEP facilities will respond quickly to all complaints/grievances from parents/guardians or members of the community against any employee of the Juvenile Probation Department and/or employees of the YISD. Corrective action will be taken if deemed necessary. Parents/Guardians must receive a copy of the JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS and will sign to acknowledge receipt. A copy of the Student Grievance Form is attached to this Student Code of Conduct.

J. SEXUAL ABUSE POLICY

The El Paso County JJAEP has a policy to ensure for the safety of all students within the JJAEP. The below requirements will assist to ensure that no JJAEP student is at risk for sexual abuse, exploitation, or any type of physical or other abuse.

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

The El Paso County JJAEP adheres to the Prison Rape Elimination Act of 2003 (PREA), a federal law aimed at preventing sexual abuse in both adult and juvenile facilities, including JJAEP and community correction programs. Across all JJAEP facilities operated by the El Paso County Juvenile Probation Department and the Texas Juvenile Justice Department (TJJD), a strict zero-tolerance policy is maintained in conjunction with PREA, addressing all forms of sexual abuse. To ensure compliance of this policy, school administrators, staff, and JJAEP personnel are designated as coordinators, tasked with overseeing the implementation and adherence.

All JJAEPs are mandated to adopt zero-tolerance policies and practices regarding sexual abuse in accordance with the Prison Rape Elimination Procedures Act of 2003 (Texas Administrative Code §358.500). These policies include administrative sanctions as outlined in §348.224 of the JJAEP Policies and Procedures manual.

§358.300 SERIOUS PHYSICAL ABUSE AND SEXUAL ABUSE – (PREA) Prison Rape Elimination Act

- Any JJAEP staff personnel who witnesses, learns of, receives an oral/written statement from a student or other person with knowledge or reasonable belief of an occurrence of alleged serious physical abuse of sexual abuse involving a student shall follow JJAEP school protocol of informing their Principal or Assistant Principal and subsequently reporting to the TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD) and local law enforcement. **The JJAEP facilities will maintain a zero-tolerance policy in conjunction with PREA regarding all forms of sexual abuse. The JJAEP Administrator and Campus Administrators (Principal and Assistant Principals) shall oversee the implementation and adherence to the zero-tolerance policy. (All volunteers, interns, and staff shall be trained regarding Abuse, Neglect and Exploitation (ANE) and PREA standards).**
- No officer, volunteer, counselor, teacher, visitor, student shall engage in any conduct of a sexual nature. There is no "consent" allowed for any juvenile under the care and/or control of the Department as well as juveniles previously under the care and/or control of the Department. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras will also be utilized as additional security, but never as a substitute for face-to-face supervision.
- Identification of students vulnerable to sexual abuse, prompts immediate steps to ensure their safety, including additional supervision, referral to school counselor to discuss possible issues, notification to Juvenile Probation Officer (if applicable) to also assist in identifying any problems.
- JJAEP staff shall never be allowed as the sole supervisor of students of the opposite gender. (This includes searches, restroom breaks, or any function of the program where students are vulnerable or exposed).
- Any student with any type of disability to include deafness will be allowed to report any sexual activity through ***whatever*** means necessary to help them communicate. (No restrictions will be applied by the school).
- YISD/Juvenile Probation Department shall not hire or promote anyone who has engaged in sexual abuse or inappropriate sexual conduct. All employees, staff members, or substitute teachers have passed a background check by the ISD or Juvenile Probation Department to ensure the continued safety of the JJAEP students.
- YISD/Juvenile Probation Department shall make every effort to provide an environment that is free of coercion or any inappropriate conduct of any kind.
- All students thought to be victims of sexual assault shall be examined at the earliest time possible after the allegation, by a licensed physician. The examination taken by the physician may be used as evidence in an investigation.
- All allegations shall be investigated thoroughly by a neutral party, and all shall be reported to Local Law Enforcement.
- All students may report in writing (grievances) by telephone, face to face, or another means that will allow for their privacy and protection.
- If a student does not feel comfortable reporting to anyone in the JJAEP they may contact a third party (Law Enforcement, TJJD, Juvenile Probation Department, CPS, etc.) directly.
- Attached to this Student Code of Conduct is the Abuse, Neglect and Exploitation Form with the phone number to call if there is a concern or complaint regarding the health and safety of a juvenile in a Juvenile Justice Alternative Education Program.
- The TJJD's investigation is limited to whether an allegation or incident of abuse, neglect, or exploitation occurred based on the statutory definitions of abuse, neglect, and exploitation.

PROCEDURES TO TAKE IN THE EVENT OF AN ALLEGED SEXUAL ABUSE INCIDENT

JJAEP personnel will report any type of abuse immediately to School Administrators, JJAEP Administrator, Law Enforcement, Texas Department of Family and Protective Services, and the Texas Juvenile Justice Department within 24 hours. The below persons must receive a notification or report regarding allegation:

- School Administrators.
- School Nurse.
- Law Enforcement – 911.
- Parent/Guardian.
- Texas Department of Family and Protective Services - 1-800-252-5400
- Texas Juvenile Justice Department - 1-877-786-7263; submit TJJD Incident Report to abuseneglect@tjjd.texas.gov
- JJAEP Administrator - 915-273-3491 Ext. 2110

Depending on the nature, source, or circumstances surrounding the abuse, staff may be directed to:

- Have the student examined by Nurse and/or Physician.
- Make referral to local law enforcement agencies.
- Contact parents/guardians and advise them of incident.
- Gather as much relevant information as possible pertaining to the sexual assault.
- Student and family should be referred to sexual abuse counseling as soon as possible.
- Service referrals may be to school contracted service providers or any community-based service provider capable of handling the referral and providing appropriate services (such as the Center Against Sexual and Family Violence).

K. HIGH SCHOOL EQUIVALENCY

Students placed in the JJAEP who have struggled within the traditional school setting may have the option to participate in a High School Equivalency Program. This is an option available for any student of the JJAEP and requires pre-testing and possible remedial assistance to get student prepared for the official test. Students interested in this option should first consult with their parents/guardians, Juvenile Probation Officer, and guidance counselor to ensure they meet the following criteria:

- Student must be at least16 years old to participate in pre-testing and remedial preparation, and have a court order authorizing pursuit of the high school equivalency final testing and certificate; or
- Candidates who are 17 years old must have parent/guardian signature for taking the official testing.

JJAEP students with less than 4 high school credits, will be considered a priority for consideration of a High School Equivalency Program.

L. CONSIDERATION OF REMOVAL OF A CHILD

Consideration will be given as a factor in each decision concerning suspension, removal to a Disciplinary Alternative Education Program, expulsion, or placement in a Juvenile Justice Alternative Education Program, regardless of a whether the decisions concern a mandatory or discretionary action, to a student's status in the conservatorship of the Texas Department of Family and Protective Services or a student's status as a student who is homeless.

M. TRANSITION FROM AN ALTERNATIVE EDUCATION PROGRAM TO REGULAR CLASSROOM

As soon as possible after an alternative education program determines the date of a student's release from the program, the alternative education program administrator (Cesar Chavez Academy), shall provide written notice of that date to the student's parent or a person standing in the parental relation to the student and the administrator of the campus to which the student intends to transition to. YISD and receiving district will jointly develop an appropriate written exit plan *from* the JJAEP and transition plan *to* the home school. An academic review will be provided to include a review of courses attended, credits earned, credits pending, discipline and behavior progress or follow up areas, state assessment and/or IOWA skills test scores (Pre and Post), and

attendance records for JJAEP term through the JJAEP Exit Transition Meeting facilitated by Cesar Chavez Academy. In order to promote successful transition and long-term success, said exit transition meeting will occur prior to a youth's withdrawal from the JJAEP and will include the home school (returning), Campus Administrator or designee, assigned Juvenile Probation Officer or JPD representative, the student and the student's parent or guardian. The JJAEP Exit Transition Meeting must take place no later than five (5) instructional days after the date of the student's release from an alternative education program (JJAEP).

N. CONTINUED EDUCATIONAL SERVICES AND ON-LINE INSTRUCTION/ VIRTUAL SETTING

YISD agrees to continue the provision of personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (C.O.O.P) for online instruction that can provide educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Administrative Code (Chapter 348) and the Texas Juvenile Justice Department. Such C.O.O.P. must address any changes to the JJAEP educational components in the event of a pandemic or natural disaster. Searches will be conducted for safety and security reasons only. The searches procedure may be modified to ensure the safety and security of JJAEP students and staff in light of a pandemic or natural disaster in respect to the existing procedures. Any modifications to the searches procedure must be noted and reported to the JJAEP Administrator.

In accordance with Texas House Bill 6, the JJAEP may utilize DAEP placement only when:

1. No physical JJAEP placement is available due to capacity or extenuating circumstances.
2. The virtual education placement provides instruction equivalent to in-person services.
3. Documentation is maintained that clearly demonstrates the necessity of the virtual placement and educational equivalency.

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

JJAEP STUDENT GRIEVANCE FORM

This form is to be completed if you believe you or another student has been treated unfairly or in a manner that violates the Student Code of Conduct. Once completed, please submit this form to the Assistant Principal**. If the grievance involves the Assistant Principal, submit it directly to the Principal.**

JJAEP FACILITY (Select One) :

□ CCA HIGH SCHOOL
□ CCA MIDDLE SCHOOL

Student's Name: _____ Date & Time: _____

Description of Complaint or Concern:
(Please provide as much detail as possible, including names of any individual involved, date(s) of the incident(s), and what you believe was unfair or inappropriate.)

_____

_____

_____

_____

_____

_____

_____

_____

_____

Check this box if additional information is written on the back of this form: ☐

Student's Signature: _____

Grievance Received By: _____ **Date & Time:** _____

Copies of all Student Grievances and Grievance Reviews are to be forwarded to the JJAEP Administrator, Ramon E. Hernandez at Ram.Hernandez@epcountytx.gov



NOTICE TO THE PUBLIC REGARDING ABUSE, NEGLECT AND EXPLOITATION

The TEXAS JUVENILE JUSTICE DEPARTMENT investigates allegations of abuse, neglect and exploitation in juvenile justice facilities operated wholly or partly by the juvenile board or by a private vendor under a contract with the juvenile board or county that serves juveniles under juvenile court jurisdiction, including: public or private short-term juvenile pre-adjudication secure detention facilities (holdovers); public or private juvenile pre-adjudication secure detention facilities; public or private juvenile post-adjudication secure correctional facilities, except for a facility operated solely for children committed to Texas Youth Commission; public or private non-secure juvenile residential treatment facilities that are not licensed by the Texas Department of Family and Protective Services or Department of State Health Services.

The TEXAS JUVENILE JUSTICE DEPARTMENT investigates allegations of abuse, neglect and exploitation in juvenile justice programs (such as the JJAEP) operated wholly or partly by the juvenile board or by private vendor under a contract with a juvenile board that serves juveniles under juvenile court jurisdiction, including juvenile justice alternative education programs and non-residential programs that serve juvenile offenders under the jurisdiction of the juvenile court.

If you are a member of the public and you have a concern or complaint regarding the health and safety of a juvenile in a juvenile justice facility or program, please contact The TEXAS JUVENILE JUSTICE DEPARTMENT at the following TOLL FREE number:

1-877-786-7263
(1-877- STOP ANE)

The TJJD's investigation is limited to whether an allegation or incident of abuse, neglect or exploitation occurred based on the statutory definitions of abuse, neglect and exploitation. Investigators will not address the appropriateness of a disposition by the juvenile court and do not have the authority to override an order issued by a juvenile court.

For more information, please contact an investigator at the TEXAS JUVENILE JUSTICE DEPARTMENT at (512) 424-6700.

Appendix G

Legend
√ = Compliant
χ = Non-Compliant
∅ = Not Applicable

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
JJAEP PERSONNEL RECORDS REQUEST
Chapter 348 Juvenile Justice Alternative Education Programs

HR Reviewer's Name:

_____
Print Name and Title

_____
Signature

Date: _____

THE ABOVE SIGNATURE CERTIFIES THAT THE LISTED JJAEP EMPLOYEES HAVE ALL THE ABOVE INFORMATION ON FILE AS REQUIRED BY THE TEXAS JUVENILE PROBATION COMMISSION.

				Education and Certification						Personal Records							Policies and Procedures						
	EMPLOYEE NAME	POSITION	JJAEP START DATE	Bachelor's Degree	Proof of licensing or certification verification	College or University Accreditation	College, High School Diploma, Certificate or Home School Transcript	Teacher Certification	Special Ed Certification	Job Description	Criminal History Records Check – NCIC/TCIC	LOCAL SEX OFFENDER CHECK	FAST-FINGER PRINTS	FIRST AID	CPR	CPI, IF APPLICABLE	Applicable Certification Verification	Applicable Personnel Actions	Documentation of Employee Qualifications	Certified Letter from the Employing School District's HR, if applicable	New Orientation & JJAEP Policies and Procedures	Documentation of Receipt of the Student Code of Conduct
1																							
2																							
3																							
4																							
5																							
6																							
7																							
8																							
9																							
10																							
11																							
12																							

Revised: 07/07/2025-REH

INCIDENT REPORT FORM

Administrative Investigations Division

TEXAS JUVENILE JUSTICE DEPARTMENT

Fill out both sides of form and submit completed form and any additional documentation to:

Email: **abuseneglect@tjjd.texas.gov**

REPORTER'S INFORMATION

Form Completed By Name/Title	*Phone #*	*Fax #*	*Email Address*

First Person of Knowledge Name/Title	*Phone #*	*Email Address*

County Case ID #	*County*	*Incident Date*	*Incident Time*

LOCATION OF ALLEGED INCIDENT

Name of Department/Program/Facility			
Address	*City*	*State*	*Zip*

Administrator's Name/Title	*Phone*	*Fax*

Type of Program/Facility (check one):
- ☐ Pre-Adjudication (Detention)
- ☐ Post-Adjudication (Secure)
- ☐ Post-Adjudication (Non-Secure)
- ☐ Probation
- ☐ JJAEP
- ☐ Day Reporting Program

LAW ENFORCEMENT NOTIFICATION

Law Enforcement Agency Name			*Person Notified*	
Phone	*Fax*	*Report Number*	*Date Notified*	*Time Notified*

SERIOUS INCIDENTS -- Report to TJJD within ***24 Hours***

- ☐ Attempted Escape
- ☐ Escape
- ☐ Escape-Furlough
- ☐ Youth Sexual Conduct
- ☐ Youth-on-Youth Physical Assault
- ☐ Attempted Suicide:
  Referred for Mental Health Services? ☐ Y ☐ N
- ☐ Reportable Injury:
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

YOUTH INVOLVED

Name		*DOB*	*Age*	*Race*	*Height*

Weight	*Gender*	*Placing County*	*PID*	*Current Location of Youth:*
	☐ M ☐ F			☐ Facility ☐ Residence ☐ Other

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

ABUSE, NEGLECT, EXPLOITATION, OR DEATH

Report to TJJD and Law Enforcement within ***24 Hours:***

- ☐ Exploitation
- ☐ Emotional Abuse
- ☐ Verbal Abuse
- ☐ Neglect:
  ☐ Medical ☐ Supervisory
- ☐ Physical Abuse
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

Report to Law Enforcement within ***1 Hour*** and TJJD within ***4 Hours***

- ☐ Death:
  ☐ Suicide ☐ Non-Suicide
- ☐ Sexual Abuse:
  ☐ Contact ☐ Non-Contact
- ☐ Serious Physical Abuse (injury that requires medical treatment):
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

11209 Metric Boulevard, Bldg. H
Austin, TX 78758

P.O. Box 12757
Austin, TX 78711

www.tjjd.texas.gov
P (512) 490-7230 or (512) 490-7126

STAFF-ON-YOUTH ALLEGATIONS ONLY

ALLEGED VICTIM: YOUTH

Name	*DOB*	*Age*	*Race*	*Height*

Weight	*Gender*	*Placing County*	*PID*	*Current Location of Youth:*
	☐ M ☐ F			☐ Facility ☐ Residence ☐ Other

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

ALLEGED PERPETRATOR: STAFF

Name / Title	**DOB**	Gender	Re-Assigned	Resigned	Suspended	Terminated
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

YOUTH-ON-STAFF ASSAULTS ONLY

TJJD will not investigate these incidents; however, it is important that we collect this data. Please report all assaults on staff to local law enforcement and TJJD.

ALLEGED VICTIM: STAFF

Name / Title	*DOB*	*Race*	*Gender*
			☐ M ☐ F

Was the staff injured? ☐ Y ☐ N

If Yes: Was medical treatment needed? ☐ Y ☐ N

Briefly describe any injuries:

SUSPECT: YOUTH

Name	*DOB*	*Age*	*Race*

Gender	*Placing County*	*PID*
☐ M ☐ F		

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

DESCRIPTION OF INCIDENT

- **THIS SECTION MUST BE COMPLETED. Supplementary attachments may *not* replace the narrative.**
- The details of the incident should include ***who, what, when, where, why****, and* ***how***, including a description of any injuries and the type of medical treatment provided. Use additional pages if necessary.
- **NOTE:** If the first person of knowledge is not the person who is submitting this form, the first person of knowledge must attach a signed, dated statement.

APPROVAL

I do hereby attest that the information I provided is true and correct to the best of my knowledge.

Printed First and Last Name	*Signature*	*Date*
	X	

11209 Metric Boulevard, Bldg. H
Austin, TX 78758
P.O. Box 12757
Austin, TX 78711
www.tjjd.texas.gov
P (512) 490-7230 or (512) 490-7126

Internal Investigation Report Form

Administrative Investigations Division

TEXAS JUVENILE JUSTICE DEPARTMENT

In accordance with Texas Administrative Code Section 358.800, an Internal Investigation Report (IIR) shall be completed at the conclusion of all internal investigations resulting from alleged abuse, neglect, exploitation or death of a juvenile.

GENERAL INFORMATION

TJJD Case Number:	County Case ID#:	County:	Department / Program / Facility:

Date of Alleged Incident:	Alleged Victim(s):	Alleged Perpetrator(s): #1: #2: #3: #4:

Alleged Perpetrator's Current Mailing Address *(including address, city, state and zip code)*:	First Person of Knowledge:
Perpetrator #1: Perpetrator #2: Perpetrator #3: Perpetrator #4:	Date Allegation Reported to First Person of Knowledge: Date Allegation Reported to TJJD:

LAW ENFORCEMENT INFORMATION

Name of Law Enforcement Agency:	Date Reported to Law Enforcement:	Law Enforcement Report Number:

DEPARTMENT / PROGRAM / FACILITY EMPLOYMENT SEPARATION

In accordance with Texas Administrative Code Section 358.720, if during the internal investigation the Subject of Investigation resigns or is terminated from employment, the TJJD shall be notified no later than the second business day after the resignation or termination:

	Type:	Date of Resignation / Termination:	Date TJJD Notified:	Name of Individual Who Notified TJJD:
Perpetrator #1:	☐ Resignation ☐ Termination			
Perpetrator #2:	☐ Resignation ☐ Termination			
Perpetrator #3:	☐ Resignation ☐ Termination			
Perpetrator #4:	☐ Resignation ☐ Termination			

WITNESSES

In accordance with Texas Administrative Code Section 358.740, diligent efforts shall be made to obtain written or electronically recorded oral statements from all persons with direct knowledge of the alleged incident.
If more space is needed for additional witnesses, please include in the "Additional Information" section on Page 2.

Please provide a list of all persons who provided a written and/or oral statement.

Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written

INTERNAL INVESTIGATION REPORT

In accordance with Texas Administrative Code Section 358.820, the Internal Investigation Report (IIR) shall include the following.

Date Internal Investigation Initiated:	Date Internal Investigation Completed:	Date Alleged Victim's Parent/Guardian was Notified of Allegation:

Summary of Original Allegation:

Relevant Policy and Procedure Related to the Alleged Incident: (*Please also note any changes to policies and procedures that occurred as a result of this incident.)*

Summary of Steps Taken During the Internal Investigation:

Written Summary of All Oral Interviews Conducted:

List of All Evidence Collected During the Internal Investigation (i.e. audio and/or video recordings, polygraph examinations, etc.):

Relevant Findings of the Investigation that Support the Disposition (i.e., an analysis of the evidence):

Additional Information:

Assigned Disposition:
☐ Founded ☐ Unfounded ☐ Inconclusive

Perpetrator #1 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Perpetrator #2 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Perpetrator #3 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Perpetrator #4 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Names of All Persons Who Assisted in Conducting the Internal Investigation:

PARENT / GUARDIAN INFORMATION

Name of Parent or Guardian:	Current Mailing Address *(including address, city, state and zip code)*:

ADDITIONAL INFORMATION

Please include any additional information you think is pertinent to this investigation that has not already been detailed. This includes any additional witnesses that you were unable to list on Page 1:

COMPLETED BY

Printed Name of Person Who Completed the Internal Investigation Report:	Date Completed:	Signature:

In accordance with Texas Administrative Code Section 358.840, please submit the Internal Investigation Report and copies of the following documents to the TJJD within five calendar days following its completion.

- Written statements;
- Relevant medical documentation, if the release is authorized by law;
- Training records, if applicable; and
- Any other documentation used to reach the disposition of the internal investigation

* *Please note that although some of the contents of this form are required by administrative rule, the form has been provided for your convenience and its use is not mandatory.*

Ysleta Independent School District

2025-2026 DISTRICT CALENDAR

July
1-4 District Holiday
7-17 Student Registration
14-17 New Teacher Induction
18 Teacher Prep Day
21-25 Professional Development
28 First Instructional Day/ First Day of the First Semester

August
25 Parent Conference / Full Day Instruction (High School)
26 Parent Conference / Full Day Instruction (Middle School)

September
1 Labor Day/District Holiday
17 Parent Conference / Full Day Instruction (Elementary School)
26 End of 1st Nine Weeks
29-30 Fall Intersession

October
1-3 Fall Intersession
6-10 Fall Break
13 Professional Development / No Students
31 Early Release Campus PD / Students Half-Day (4 Hours)

November
11 Veteran's Day/ District Holiday
24-28 Thanksgiving Break

December
2 English I EOC
3 Biology and US History EOC
4 English II EOC and Algebra I EOC
19 Early Release/ Students Half-Day (4 Hours)
End of First Semester/ End of 2nd Nine Weeks
22-26 Winter Break
29-31 Winter Break

January
1-2 Winter Break
5 Holiday Exchange Day
6 Professional Development
7 First Day of Second Semester/ Students Report Back to School
19 Martin Luther King Jr. Day/ District Holiday

February
16 Parent Conference/ Full Day Instruction (High School)
17 Parent Conference/ Full Day Instruction (Middle School)
18 Parent Conference/ Full Day Instruction (Elementary School)
27 End of 3rd Nine Weeks

March
2 Inclement Weather Make-Up Day
2-6 Spring Intersession
9-13 Spring Break
16 Professional Development / No Students

April
3 Good Friday/ District Holiday/ Inclement Weather Make-Up Day
7-10 STAAR Testing
14-17 STAAR Testing
21-24 STAAR Testing

May
25 Memorial Day/ District Holiday
29 Early Release/ Students Half-Day (4 Hours)
End of Second Semester/ Last Instructional Day

June
16-18 EOC Retest
19 Juneteenth/ District Holiday
29-30 District Summer Holiday

July
1-3 District Summer Holiday

Teacher Work Days 187

Instructional Days

Semester 1 87 **Semester 2** 89

Legend:
- Holiday/Non-Duty Day
- Professional Development
- STAAR/EOC Testing
- Inclement Weather Make-Up Day
- Student Registration
- Intersession
- Beginning/End of Semester
- End of Grading Period
- Parent Conference
- Holiday Exchange
- Early Release

July

S	M	T	W	Tr	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

S	M	T	W	Tr	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

S	M	T	W	Tr	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

S	M	T	W	Tr	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	Tr	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

S	M	T	W	Tr	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January

S	M	T	W	Tr	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

S	M	T	W	Tr	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March

S	M	T	W	Tr	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

S	M	T	W	Tr	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

S	M	T	W	Tr	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

S	M	T	W	Tr	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July

S	M	T	W	Tr	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

This academic calendar is intended for use by YISD students, parents and guardians, district employees, and the community for planning.
It is not intended for payroll purposes. Employees should confirm with Payroll/HR their actual days of employment per their assigned schedule.
This calendar is compliant with Texas House Bill 2610 and verified to contain at least 75,600 minutes of instruction for the 2025-2026 school year.

Board Approved: February 12, 2025
Revised: February 12, 2025 10:32 pm

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025

  D.
  ADDITIONAL CONSENT AGENDA ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of 2025-2026 Elementary, Middle, and High School Library Materials

JUSTIFICATION STATEMENT:
To comply with requirements under Senate Bill 13

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Other

STAFF RESPONSIBILE: Katherine Harrison, Library Services Coordinator, Al Garcia, Chief Academic Officer

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
Approval by the Board for the 2025-2026 Library Book List for Elementary, Middle School, and High School is required to be in compliance with Senate Bill 13 and EFB (Local). The Library Services Department, in collaboration with campus librarians, selected books that follow the mandatory collection development standards in EFB (Local). Librarians also included books on the list that are high interest, enrich the curriculum, are grade-level appropriate and support the development of foundational literacy skills.

The selected titles were compiled into elementary, middle, and high school lists, which were posted to the Library Services website for the required 30-day public comment period. During this time, families, students, and community members were able to review the lists and share their thoughts or concerns using a public comment form found on the Library Services website. The posting of these lists ensures compliance with the library acquisition process. Following the 30-day period, pending Board review and consent, the library book lists will then be available for campus librarians to acquire library materials.

Thereafter, prior to acquiring new library materials including donations and gifts, the District is required to publicly post and obtain Board consent for additional library materials.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the 2025-2026 Elementary, Middle, and High School Library Lists, as presented.

FUNDING SOURCE: Local **ACCOUNT NO.:**

FISCAL IMPACT AND COST:
Dependent on campus purchases

IMPACT ON OTHER FUCTIONS/OPERATIONS:

The Library Services Department will monitor the acquisition of approved books.

CONSEQUENCES OF NON-APPROVAL:

Campus librarians, classroom teachers, and the Library Services Department will not be able to purchase new titles or receive donated or gifted titles to add to their library catalog.

IMPLEMENTATION TIMELINE:

2025-2026 School Year

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

Elementary Books_October 2025 (1).pdf
Middle School Books_October 2025 (1).pdf
High School Library Books_October 2025 (1).pdf

Elementary Library Books List October 2025

Title	Author	ISBN	Gr / IL
ABEJAS ASESINAS = KILLER BEES	CULLIFORD, AMY	9781039868984	3-6
ABUELAS. CADA UNA A SU MANERA	TABOADA, BEA	9788418054310	K-3
ABURRIDO = BORED	CULLIFORD, AMY	9781039817968	K-2
ABYSSINIANS	STORM, MARYSA	9781644666760	K-3
ADELE : MUSIC MEGASTAR	HOLLERAN, LESLIE	9781728476582	4-8
AGGIE AND THE GHOST	FORSYTHE, MATTHEW	9781534478206	PS-3
AITANA BONMATI	ABDO, KENNY	9781098288839	4-6
ALADDIN	WEISS, BOBBI J G	9781532145339	3-5
ALADDIN AND THE KING OF THIEVES		9781532147982	3-5
ALICE IN WONDERLAND	CORTEGGIANI, FRANCOIS	9781532145346	3-5
ALL ABOUT FLAGS	JACOBS, ROBIN	9781800660458	4-6
ALL ABOUT MOHANDAS GANDHI	OUTCALT, TODD	9781681570853	3-6
ALL THAT YOU ARE	PRASADAM-HALLS, SMRITI	9781499818246	PS-1
AMELIA BEDELIA HOPS TO IT	PARISH, HERMAN	9780062962102	2-4
AMELIA BEDELIA HOPS TO IT	PARISH, HERMAN	9780062962096	2-4
AMELIA EARHART : (SPANISH)	HALDY, EMMA E	9781668963180	PS-2
AMERICAN SHORTHAIRS	STORM, MARYSA	9781644666777	K-3
AMULET : 9 : WAVERIDER	KIBUISHI, KAZU	9780545828659	4-7
AMULET : 9 : WAVERIDER	KIBUISHI, KAZU	9780545850032	4-7
ANIMALES ASQUEROSOS = GROSS AND DISGUSTING ANIMALS	LUNDGREN, JULIE K	9781039868991	3-6
ANIMALS IN PANTS	LEVINSON, SUZY	9781951836627	K-2
ANNABELLE THE TERRIFYING DOLL : A GHOSTLY GRAPHIC	WOLFE, ANDREW	9781669071280	4-6
ANNABELLE THE TERRIFYING DOLL : A GHOSTLY GRAPHIC	WOLFE, ANDREW	9781669068440	4-6
ANTES DE TI	TABOADA, BEA	9788419910103	PS-3
LA ANTIGUA GRECIA	SAURA, MIGUEL ANGEL	9788419898104	3-6
ANY WAY YOU LOOK	SIDDIQUI, MALEEHA	9781339010267	4-7
THE ARISTOCATS	LE BORNEC, DIDIER	9781532145322	3-5
ART CLUB	DOUCET, RASHAD	9780759556362	4-7
ART CLUB	DOUCET, RASHAD	9780759556393	4-7
ASI SOY YO : CONOCETE MEJOR A TI MISMO Y A LOS DEMAS	HARASTOVA, HELENA	9788000074573	1-3
AUTHOR VS. ILLUSTRATOR	LENTZ, BOB	9781684469970	K-3
LAS AVENTURAS DE CAMI CAMALEONA	RICE, DONA HERWECK	9798765961575	K-3
LAS AVENTURAS DE PINOCHO	RODARI, GIANNI	9788491453703	PS-3
AWAY	FREEMAN, MEGAN E	9781665959728	4-7

AWE-INSPIRING LISTS ABOUT THE WONDERS OF THE WORLD	SCHWARTZ, HEATHER E	9798875232084	3-6
AXOLOTLS	BOWMAN, CHRIS	9798893042375	K-3
BABY-SITTERS CLUB GRAPHIX : 18 : JESSI RAMSEY, PET-SITTER	MARTIN, ANN M	9781338835663	4-7
BAD BUNNY	ROWELL, REBECCA	9798892502153	4-8
BAMBI	MAINE, REGIS	9781532145353	3-5
BAND NERD	WILLIS, SARAH CLAWSON	9780358447863	5-8
BARBIE : FROM DOLL TO CULTURAL ICON	SONNEBORN, LIZ	9798765626641	4-8
BASIL & DAHLIA : A TRAGICAL TALE OF SINISTER SWEETNESS	MCCULLOUGH, JOY	9781665944236	4-7
BASIL & DAHLIA : A TRAGICAL TALE OF SINISTER SWEETNESS	MCCULLOUGH, JOY	9781665944243	4-7
BATCAT : 2 : SINK OR SWIM!	RAMM, MEGGIE	9781419756597	1-4
BATTER UP FOR THE FIRST DAY OF SCHOOL!	HEGEDUS, BETHANY	9780593526637	K-2
BE MY VALENSLIME	TARANTINO, KRIS	9780593579459	PS-2
BEARSUIT TURTLE MAKES A FRIEND	SHEA, BOB	9781419771552	PS-3
BEAUTY AND THE BEAST = LA BELLA Y LA BESTIA	ANDERSON, SHANNON	9798890426284	2-5
BEETLE & THE CHIMERA CARNIVAL	LAYNE, ALIZA	9781665907477	4-8
BEETLE & THE CHIMERA CARNIVAL	LAYNE, ALIZA	9781665907484	4-8
THE BEST WAY TO GET YOUR WAY	LLOYD KYI, TANYA	9781525305481	4-8
THE BEST WORST SUMMER OF ESME SUN	SHANG, WENDY WAN-LONG	9781546115380	4-7
BESTIES : PRANK WAR	MILLER, KAYLA	9780063285606	4-8
BIG MESS AND OTHER STORIES	PIZZOLI, GREG	9780593649701	PS-3
BIG TREE	SELZNICK, BRIAN	9781338180633	3-6
A BIRD WILL SOAR	GREEN MYERS, ALISON	9780593325698	4-7
BIZARD AND THE BIG BUNNY BIZNESS	KREBS, CHRISSIE	9780823451463	1-4
BLUE	KAUFMAN, SUZANNE	9780316311663	PS-3
BLUE STARS : MISSION 1 : THE VICE PRINCIPAL PROBLEM	MAGOON, KEKLA	9781536228663	4-7
BOB BILBY : UN LIBRO BILINGUE DE BLUEY	MENDOZA, ISABEL	9780593886748	PS-K
BOB THE VAMPIRE SNAIL	ZUILL, ANDREA	9780593814970	PS-3
A BOLD PUMPKIN PLAN	HUDSON, KATY	9781684469031	PS-3
BONITAS	MCANULTY, STACY	9788467966480	PS-K
BRIGHT SPARKS LOVING KINDNESS	LAMA, DALAI	9780593958926	PS-K
BROWN BATS	SCHEFFER, JANIE	9798893044645	K-3

BRUCE AND THE LEGEND OF SOGGY HOLLOW	HIGGINS, RYAN T	9781368059589	K-3
BUZZING BEEHIVE!	WEBSTER, CHRISTY	9780593901526	PS-2
CACTUS QUEEN : MINERVA HOYT ESTABLISHES JOSHUA TREE NATIONAL PARK	ALEXANDER, LORI	9781662680212	2-5
CAITLIN CLARK : BASKETBALL SUPERSTAR	HEWSON, ANTHONY K	9781634949316	4-6
CAITLIN CLARK : BASKETBALL SUPERSTAR	HEWSON, ANTHONY K	9781634949361	4-6
CAN YOU ESCAPE A HAUNTED HOSPITAL? : AN INTERACTIVE PARANORM	COLLINS, AILYNN	9798875210198	3-5
CAN YOU ESCAPE A HAUNTED HOUSE? : AN INTERACTIVE PARANORMAL	COLLINS, AILYNN	9798875210242	3-5
CANADA GEESE	SCHEFFER, JANIE	9798886870473	K-3
CARNERAPUNZEL	RODRIGUEZ, ALICIA	9781039610019	K-2
THE CASE OF THE MISSING SPOT	MARTIN, STEPHEN W	9781643753058	2-5
CEECEE : UNDERGROUND RAILROAD CINDERELLA	KELLER, SHANA	9781623543891	K-5
CELEBREMOS EL DIA DE LAS BRUJAS Y EL DIA DE LOS MUERTOS! = LET'S CELEBRATE HALLOWEEN AND THE DAY OF THE DEAD!	RUFFINO, GUSTAVO	9781558859975	K-3
CHICKEN LITTLE	RECCHIONI, ROBERTO	9781532147999	3-5
CHOMP-O-RAMA : THE STRANGE WAYS THAT ANIMALS EAT	BIRMINGHAM, MARIA	9781771475501	PS-3
CICLO DE VIDA DEL PINGUINO EMPERADOR	KALMAN, BOBBIE	9781039865112	2-4
CICLO DE VIDA DEL TIBURON	KALMAN, BOBBIE	9781039865129	2-4
CIENCIA DE LAS COSAS QUE SE ROMPEN	KELLER, TAE	9798890982926	4-7
CLOQUICIENTA	RODRIGUEZ, ALICIA	9781039609976	K-2
CLOWNFISH	SCHEFFER, JANIE	9798893044652	K-3
EL COLOR DE TU PIEL	ACEVEDO, DESIREE	9788418302381	K-2
COMO EL GRINCH SE PERDIO LA NAVIDAD!	HEIM, ALASTAIR	9780593898598	K-4
A COPYCAT CONUNDRUM	YEE, LISA	9780593564233	4-7
A COPYCAT CONUNDRUM	YEE, LISA	9780593564226	4-7
COUNTDOWN TO YESTERDAY	MARR, SHIRLEY	9781665948517	4-6
COUNTDOWN TO YESTERDAY	MARR, SHIRLEY	9781665948524	4-6
COUNTING IN DOG YEARS AND OTHER SASSY MATH POEMS	FRANCO, BETSY	9781536201161	4-6
COYOTE LOST AND FOUND	GEMEINHART, DAN	9781250292773	4-6
COYOTE LOST AND FOUND	GEMEINHART, DAN	9781250361974	4-6

THE CRAYONS GO BACK TO SCHOOL	DAYWALT, DREW	9780593621110	PS-1
CRAZY ABOUT PUPPIES = LOCOS POR LOS CACHORROS	MORRIS, HAROLD	9781039869370	K-2
CRISTIANO RONALDO : SOCCER'S GREATEST SCORER	HOLLERAN, LESLIE	9798765649169	4-8
A CROCODILE SHOULD NEVER SKIP BREAKFAST	LARMOUR, COLLEEN	9781525308345	K-2
CRONICAS MUNDIALES. RECORDS Y MEJORES ANECDOTAS DE LA HISTOR	BARRANTES, GUILLERMO	9789871713738	4-6
CROSS Y DARIO. A TRAVES DE NUESTROS PEQUENOS OJOS	ORTIZ, EMILIO	9788448869120	PS-3
CUAC ESTA DE MODA	CASTRO, OMAR	9789585342583	PS-3
CUANDO ME CONVERTI EN LOMBRIZ	GOMEZ	9788410406001	PS-3
CUENTOS DE LETRAS : CUENTOS DE LA A A LA Z	DE SANCHO SOTO, SABINA M	9788427240391	PS-3
CUENTOS ESPANOLES DE HOY Y DE SIEMPRE	RONDA, MAGELA	9788417921026	K-3
EL CUMPLEANOS DE MATEO	MENA, PATO	9788410074163	PS-2
CUTE ANIMALS THAT COULD KILL YOU DEAD	HARTMAN, BROOKE	9781728285290	1-3
DAISY REWILDS	MCNAMARA, MARGARET	9780593125670	PS-3
DASHER CAN'T WAIT FOR CHRISTMAS	TAVARES, MATT	9781536230130	PS-3
THE DAUGHTER OF AUSCHWITZ : THE GIRL WHO LIVED TO TELL HER STORY	FRIEDMAN, TOVA	9780063381544	4-7
DAVID ATHERTON'S CHRISTMAS COOKBOOK FOR KIDS	ATHERTON, DAVID	9781536234398	1-3
DELIGHTFULLY DISTURBING LISTS ABOUT THE PARANORMAL AND UNEXP	SCHWARTZ, HEATHER E	9798875232015	3-6
DESCENDANTS : MAL'S ROYAL CHALLENGE		9781098256395	4-6
EN DIARIO DE GREG : EN SU SALSA	KINNEY, JEFF	9798890983176	4-7
DIARY OF A WIMPY KID : PARTYPOOPER	KINNEY, JEFF	9781419782695	4-7
DINOSAUR ATLAS	BRUSATTE, STEVE	9781426372797	2-5
DINOSAUR ATLAS	BRUSATTE, STEVE	9781426373602	2-5
DINOSAURS	HULICK, KATHRYN	9781098290405	K-3
DISNEY DESCENDANTS : EVIE'S WICKED RUNWAY : THE COMPLETE MANGA COLLECTION	MUELL, JASON	9781427881250	2-8

DISNEY MANGA : KILALA PRINCESS - THE COLLECTION, BOOK TWO	KODAKA, NAO	9781427875990	2-8
DOG MAN : BIG JIM BEGINS	PILKEY, DAV	9781338896459	2-5
DOG MAN : BIG JIM BEGINS	PILKEY, DAV	9781338896497	2-5
DOG MAN : THE SCARLET SHEDDER	PILKEY, DAV	9781338896435	2-5
DOG MAN : THE SCARLET SHEDDER	PILKEY, DAV	9781338896480	2-5
DOG TROUBLE	VARNER, KRISTIN	9781250225900	4-7
DOGS VS. HUMANS : A SHOWDOWN OF THE SENSES	GIBEAULT, STEPHANIE	9781771475785	2-5
DOGTOWN	APPLEGATE, KATHERINE	9781250811622	4-6
DOGTOWN	APPLEGATE, KATHERINE	9781250811608	4-6
DONALD TRUMP : UNPRECEDENTED POLITICIAN	LEED, PERCY	9798765660911	4-8
THE DOOMSDAY DETECTIVES : HOW WALTER AND LUIS ALVAREZ SOLVED THE	JENSON-ELLIOTT, CINDY	9781643791098	5-8
DORY FANTASMAGORY : CAN'T LIVE WITHOUT YOU	HANLON, ABBY	9780593615980	1-3
DORY FANTASMAGORY : CAN'T LIVE WITHOUT YOU	HANLON, ABBY	9780593615997	1-3
DOUBLE DUTCH QUEEN	WILEY, DEANN	9781250876386	PS-3
DR. SEUSS GRAPHIC NOVEL : GREEN EGGS AND HAM TAKE A HIKE : A	KOCHALKA, JAMES	9780593703007	K-3
DR. SEUSS GRAPHIC NOVEL : GREEN EGGS AND HAM TAKE A HIKE : A	KOCHALKA, JAMES	9780593703014	K-3
LOS DRAGON DE LA NOCHE	SANTAMARIA, JARA	9788418054389	4-7
DREAM ON! : 1	HALE, SHANNON	9781250843067	3-6
DREAM ON! : 1	HALE, SHANNON	9781250843074	3-6
DRUM DREAM GIRL : HOW ONE GIRL'S COURAGE CHANGED MUSIC : (SPANISH)	ENGLE, MARGARITA	9780063356252	PS-3
DUMBO	FERRARI, ALESSANDRO	9781532145360	3-5
DUST	BOWLING, DUSTI	9780316414333	4-7
DUST	BOWLING, DUSTI	9780316414234	4-7
EAGLE DRUMS	HOPSON, RAINEY	9781250750655	4-6
EARTH DAY AND THE ENVIRONMENT	MESSNER, KATE	9780593705315	4-8
ELENA CAMPS = ELENA VA A ACAMPAR : A DUAL EDITION FLIP BOOK	MEDINA, JUANA	9781536234053	PS-1
ELF DOG AND OWL HEAD	ANDERSON, M T	9781536235166	4-6
ELF DOG AND OWL HEAD	ANDERSON, M T	9781536222814	4-6

ELOISA Y SU VENTANITA MUSICAL	ENGLE, MARGARITA	9781665960762	PS-3
EL EMPACHO DE ISABEL = ISABEL'S TUMMY ACHE	MOLINETE, JULIO	9781558859982	K-3
ENDANGERED ANIMALS ATLAS : A JOURNEY ACROSS THE WORLD AND INTO THE WILD	JACKSON, TOM	9780711283466	
ENOJADO = ANGRY	CULLIFORD, AMY	9781039817944	K-2
ERLING HAALAND	ABDO, KENNY	9781098288846	4-6
LA ERUPCION DEL MONTE SANTA HELENA, 1980	TARSHIS, LAUREN	9781338859423	2-5
ESCUELA DE ESPIAS EN LAS NIEVES	GIBBS, STUART	9781665956543	4-7
ESCUELA DE ESPIAS MALVADOS	GIBBS, STUART	9781665934930	4-7
ESTE MOMENTO ES ESPECIAL	PARRA, JOHN	9781665981064	PS-3
EVELYN WITCH GETS A PET	FERRY, BETH	9781250804211	PS-2
EVERYDAY BEAN	GRAEGIN, STEPHANIE	9781774886205	PS-2
EVERYTHING'S WRONG! : A BEAR, A HARE, AND TROUBLE EVERYWHERE	JOHN, JORY	9780374392147	PS-3
FAKER	KORMAN, GORDON	9781338826753	4-7
FALL IS FOR BEGINNINGS	LAROCCA, RAJANI	9781419777400	PS-3
FALLING SHORT	CISNEROS, ERNESTO	9780062881724	4-7
FALLING SHORT	CISNEROS, ERNESTO	9780062881731	4-7
FASCINATING LISTS ABOUT NATURE'S GROSSEST AND GREATEST	SCHWARTZ, HEATHER E	9798875231940	3-6
FELICIDADES! : A CELEBRATION WITH SHAPES : A PICTURE BOOK	TONATIUH, DUNCAN	9781419774492	PS-K
FELIZ = HAPPY	CULLIFORD, AMY	9781039818002	K-2
FERRIS	DICAMILLO, KATE	9781536231052	4-6
FERRIS	DICAMILLO, KATE	9781536241860	4-6
FERRIS : (SPANISH)	DICAMILLO, KATE	9781646840335	4-6
A FEW BEAUTIFUL MINUTES : EXPERIENCING A SOLAR ECLIPSE	FOX, KATHLEEN	9780316416924	1-3
FINALLY HEARD	YANG, KELLY	9781665947930	4-7
FINALLY HEARD	YANG, KELLY	9781665947947	4-6
THE FIRE OF STARS : THE LIFE AND BRILLIANCE OF THE WOMAN WHO DIS	LARSON, KIRSTEN W	9781452172873	2-5
THE FIRST CAT IN SPACE AND THE BABY PIRATE'S REVENGE	BARNETT, MAC	9780063415508	4-6
FISHING IN MAGIC LAKE = PESCA EN EL LAGO ENCANTADO	FRIEDMAN, LAURIE	9781039818156	K-2
FIVE LITTLE FRIENDS : A COLLECTION OF FINGER RHYMES	TAYLOR, SEAN	9781536242911	PS-2

FLY GUY PRESENTS : INSECTS : (SPANISH)	ARNOLD, TEDD	9781546119654	1-3
FLYING THROUGH WATER	WOLO, MAMLE	9780316703963	5-8
FOLLOW THE FOOTPRINTS = SIGUE LAS HUELLAS	WAGNER, VERONICA	9798765403280	PS-2
FORTS	VENIT, KATIE	9780593466155	PS-2
FOX HAS A PROBLEM	TABOR, COREY R	9780063277915	PS-3
FOX HAS A PROBLEM	TABOR, COREY R	9780063277922	PS-3
FUTBOL = SOCCER	TROUPE, THOMAS KINGSLEY	9781039869363	5-7
GARLIC AND THE WITCH	PAULSEN, BREE	9780062995117	3-7
GHOULDILOCKS AND THE THREE GHOSTS	SULLIVAN, ANNIE	9780593709610	PS-3
GIANT PANDAS	BOWMAN, CHRIS	9798886879681	K-3
GIFT OF THE BROKEN TEACUP : POEMS OF MINDFULNESS, MEDITATION	WOLF, ALLAN	9781536228953	1-4
THE GINGERBREAD BOY = EL NINO DE JENGIBRE	ANDERSON, SHANNON	9798890426352	2-5
GIRAFFES	SCHEFFER, JANIE	9798893042382	K-3
GO, SLOTH, GO!	YULY, TONI	9780316497916	PS-1
GOOSEBERRY	GOW, ROBIN	9781419764424	5-8
GOOSEBERRY	GOW, ROBIN	9781419764431	5-8
LA GRAN CARRERA DE LOS ANIMALES	ROMAN, JOSE CARLOS	9788410074200	PS-2
GRAN FIESTA DEL INVIERNO	CHUBAROVSKY, TAMARA	9788419910431	PS-3
GRANDMA'S HAIR IS ANKLE LENGTH = EL CABELLO DE ABUELA LE LLEGA HASTA LOS TOBILLOS	CAMACHO-CHURCH, ADRIANA	9781558859890	PS-2
GRAY SQUIRRELS	SCHEFFER, JANIE	9798893042399	K-3
THE GREAT PUPTECTIVE : 1	TYSOE, ALINA	9781665938259	1-4
GREAT WHITE SHARKS	SCHEFFER, JANIE	9798893042405	K-3
GRIN	GILLESPIE, D W	9780593814888	4-6
GUIA SECRETA DE AVES	NIETO, JAVIER CAJIAO	9786287687035	2-5
GUSTAV IS MISSING! : A TALE OF FRIENDSHIP AND BRAVERY	ZUILL, ANDREA	9780593487471	PS-2
GUSTAV IS MISSING! : A TALE OF FRIENDSHIP AND BRAVERY	ZUILL, ANDREA	9780593487488	PS-2
HARLEM HONEY	HALL, TAMRON	9780063244849	PS-3
HARRY AND MEGHAN : MAKING THEIR OWN WAY	LEED, PERCY	9798765624036	4-8
HENRY, LIKE ALWAYS	BAILEY, JENN	9781797234113	1-4
HENRY, LIKE ALWAYS	BAILEY, JENN	9781797213897	1-4
HERCULES		9781532148002	3-5
HERMANAS, LLUEVA O TRUENE = SISTERS, RAIN OR SHINE	BUCHET, NELLY	9780735845848	PS-3

HERMANITA DE LAS NINERAS : KAREN'S SCHOOL PICTURE : (SPANISH)	MARTIN, ANN M	9781546148043	2-5
HEROES	GRATZ, ALAN	9781338736076	4-8
HISPANIC HERITAGE MONTH	SILVA, SADIE	9781978527287	2-4
HISPANIC HERITAGE MONTH	SILVA, SADIE	9781978527263	2-4
HISPANIC STAR : BAD BUNNY : (SPANISH)	EDELMAN, CLAUDIA ROMO	9781250339638	3-6
THE HISTORY OF HAWAI'I = LA HISTORIA DE HAWAI	ROMERO, LIBBY	9780744094954	1-3
HOLIDAY JOKES	ROSENBERG, PAM	9781503880764	2-5
HOMBRE PERRO : ATRAPA 22	PILKEY, DAV	9781338601312	2-5
HOMBRE PERRO : EL DESPELUZADO ESCARLATA	PILKEY, DAV	9781546148036	2-5
HOME ON THE RANGE	EHRBAR, GREG	9781532148019	3-5
HOT RODS	ROGERS, MARIE	9781725327399	2-5
HOT RODS	ROGERS, MARIE	9781725327375	2-5
THE HOUSE, THE GHOST, AND ME : (SPANISH/ENGLISH)	RUIZ, TESSA B H	9781962227186	PS-3
HOW DINOSAURS WENT EXTINCT : A SAFETY GUIDE	DYCKMAN, AME	9780316593298	PS-3
HOW TO BE A VET AND OTHER ANIMAL JOBS	FRENCH, JESS	9798887770666	2-5
HOW TO BUILD LEGO ANIMALS	DOLAN, HANNAH	9780744083712	2-4
HOW TO BUILD LEGO CARS : GO ON A JOURNEY TO BECOME A BETTER	DIAS, NATE	9780744039689	2-4
HOW TO BUILD LEGO DINOSAURS	FARRELL, JESSICA	9780744060959	2-4
HOW TO BUILD LEGO HOUSES : GO ON A JOURNEY TO BECOME A BETTE	FARRELL, JESSICA	9780744039672	2-4
HOW TO BUILD LEGO ROBOTS	DOLAN, HANNAH	9780744099027	2-4
HOW TO GET YOUR OCTOPUS TO SCHOOL	SCHARNHORST, BECKY	9780593205228	PS-3
HOW TO MAKE A POLLINATOR GARDEN = COMO HACER UN JARDIN POLINIZADOR	MAIER, CAMELIA	9798350966534	K-2
HOY JUGAMOS TODOS. UN CUENTO PARA PREVENIR EL BULLYING	SOLER, ALBERTO	9788410269347	PS-3
THE HUMAN KABOOM	RUBIN, ADAM	9780593462409	4-7
THE HUMAN KABOOM	RUBIN, ADAM	9780593462393	4-7
THE HUMBLE PIE	JOHN, JORY	9780063469730	PS-3
THE HUNCHBACK OF NOTRE DAME	STEINER, JEANETTE	9781532145377	3-5
I AM JACK SKELLINGTON	GILBERT, MATTHEW J	9780736444682	PS-K

I GOT YOU	BARNES, DERRICK	9780593111451	PS-2
I SEE A RAT	MEISEL, PAUL	9780823455607	PS-3
I SEE A RAT	MEISEL, PAUL	9780823460793	PS-3
I SURVIVED A SKELETON!	WEBSTER, CHRISTY	9780593484296	PS-2
I SURVIVED THE BLACK DEATH, 1348	TARSHIS, LAUREN	9781338891805	2-5
I SURVIVED THE BLACK DEATH, 1348	TARSHIS, LAUREN	9781338891812	2-5
I SURVIVED THE JAPANESE TSUNAMI, 2011	BALL, GEORGIA	9781546110804	3-6
I, ROCK : A GEOLOGY TALE	SLIVENSKY, KATIE	9781665940368	K-3
THE ICE CREAM MACHINE	RUBIN, ADAM	9780593325797	4-7
THE ICE CREAM MACHINE	RUBIN, ADAM	9780593325803	4-7
IF I COULD CHOOSE A BEST DAY : POEMS OF POSSIBILITY	WATERS, CHARLES	9781536219791	2-5
IF YOU WANT TO WRITE A STORY	MACK, JEFF	9780823458189	PS-3
IF YOU WERE A KID AT ELLIS ISLAND		9781546136262	2-4
IF YOU WERE A KID AT THE DECLARATION OF INDEPENDENCE	BLACK, SONIA	9781546136170	2-4
IF YOU WERE A KID AT THE MARCH ON WASHINGTON	TALLEY, AARON	9781546136231	2-4
IF YOU WERE A KID AT THE SIGNING OF THE CONSTITUTION	RODRIGUEZ, JANEL	9781546136200	2-4
THE ILLUSTRATED WALT WHITMAN	VAN CLEAVE, RYAN G	9781638192121	2-5
THE IMPOSSIBLE TRIALS OF BENJAMIAH CREEK	LEES, JORDAN	9781665950169	4-6
LA INTERPRETE = INTERPRETER	ABTAHI, OLIVIA	9780593859117	K-3
J. D. VANCE : FROM RURAL AMERICA TO THE WHITE HOUSE	DOEDEN, MATT	9798765649176	4-8
JOHN THE SKELETON	LAAN, TRIINU	9781632063700	1-5
JOURNALISTS	WELLS, ALLEN R	9781731648495	2-5
JUANA Y LUCAS : GRANDES PROBLEMAS	MEDINA, JUANA	9781536234381	1-3
JUNTOS : UN HERMANO ES UN AMIGO PARA SIEMPRE	APARICIO, NURIA	9788427241886	PS-3
JURASSIC SMARTS	DRIMMER, STEPHANIE	9781426373749	4-6
JURASSIC SMARTS : A JAM-PACKED FACT BOOK FOR DINOSAUR SUPERFANS!	AGRESTA, JEN	9781426375804	4-6
KENDRICK LAMAR	MARKOVICS, JOYCE	9781668927830	3-6
THE KINDEST RED : A STORY OF HIJAB AND FRIENDSHIP	MUHAMMAD, IBTIHAJ	9780759555709	PS-3
KIRBY MANGA MANIA : 8	HIKAWA, HIROKAZU	9781974755301	2-8
KOALAS	SCHEFFER, JANIE	9798893042412	K-3

KOMODO DRAGONS	BOWMAN, CHRIS	9798893044669	K-3
KYLIAN MBAPPE	ABDO, KENNY	9781098288853	4-6
KYLIAN MBAPPE : SOCCER STAR	KORTEMEIER, TODD	9781641853781	2-5
LADY AND THE TRAMP	CORTEGGIANI, FRANCOIS	9781532145384	3-5
LEGADO DE LOS HEROES	GOMEZ-JURADO, JUAN	9788419522955	4-7
EL LENGUAJE SECRETO DE JESSI	MARTIN, ANN M	9788410260313	4-7
LET'S BE BEES	HARRIS, SHAWN	9780823457090	PS-2
LET'S BE HONEST = SEAMOS HONESTOS	ARMENTROUT, DAVID	9781039817807	K-2
THE LIBRARY FISH LEARNS TO READ	CAPUCILLI, ALYSSA SATIN	9781534477070	PS-3
LIBRARY OF UNRULY TREASURES	BIRDSALL, JEANNE	9780525579045	3-5
LIBRO DE MI PRIMERA COMUNION	RONDA, MAGELA	9788417736675	2-5
EL LIBRO MAS ATERRADOR	STINE, R L	9781546139324	4-6
LIFE AFTER WHALE : THE AMAZING ECOSYSTEM OF A WHALE FALL	BRUNELLE, LYNN	9780823452286	2-5
LILO & STITCH	EHRBAR, GREG	9781532145391	3-5
THE LION KING	WEISS, BOBBI J G	9781532145407	3-5
THE LION KING : SIMBA'S PRIDE		9781532148026	3-5
LO ERES TODO PARA MI. UN CUENTO SOBRE EL AMOR MAS ESPECIAL	HEE, CHOI SOOK	9788410269354	PS-3
LOLA VA A UNA PIJAMADA	MCQUINN, ANNA	9781623545963	PS
LOTERIA	VALENTI, KARLA	9780593176979	4-6
LOVE IS STILL WINNING = EL AMOR SIEMPRE TRIUNFA	DOUCET, FABIENNE	9781948066112	K-3
LOWRIDERS	ROGERS, MARIE	9781725327436	2-5
LOWRIDERS	ROGERS, MARIE	9781725327412	2-5
LU : (SPANISH)	REYNOLDS, JASON	9781665927659	4-8
LUCKY DOGS	OH, JOOWON	9780374391270	PS-3
LUKE ANDA SUELTO	BLISS, HARRY	9781662665523	PS-2
LA MAGIA DE LAS ESTACIONES	CHUBAROVSKY, TAMARA	9788419522290	PS-3
MAGIA DE LAS LETRAS	REYES, ELISA	9788419511928	PS-3
MAGNIFICAS PLANTITAS BAILADORAS DE MAMA	TREJO, JESUS	9781662651762	PS-3
MAINE COONS	STORM, MARYSA	9781644666784	K-3
THE MANGO TREE = LA MATA DE MANGO	RODRIGUEZ, EDEL	9781419745867	PS-3
MARAVILLOSO MAGO DE OZ	ORO, BEGONA	9788448868642	PS-3
MARGOT ROBBIE	WHALEN, LAUREN EMILY	9798892502160	4-8
MARIO'S BIG ADVENTURE	MAN-KONG, MARY	9780593646014	1-3
MARVELOUSLY REVOLTING RECIPES	DAHL, ROALD	9780593525012	3-6
MARYA KHAN AND THE FABULOUS JASMINE GARDEN	FARUQI, SAADIA	9781419761195	1-4

MARYA KHAN AND THE FABULOUS JASMINE GARDEN	FARUQI, SAADIA	9781419761188	1-4
MARYA KHAN AND THE SPECTACULAR FALL FESTIVAL	FARUQI, SAADIA	9781419761201	1-4
MARYA KHAN AND THE SPECTACULAR FALL FESTIVAL	FARUQI, SAADIA	9781419761218	1-4
ME ACOMPANAS? UN CUENTO PARA DESARROLLAR EL APEGO SEGURO	GUERRERO, RAFAEL	9788418688218	K-3
MEATBALLS FOR GRANDPA	JONES, JEANETTE FAZZARI	9781662512049	K-3
THE MEMORY SPINNER	CORNWELL, C M	9780593898772	4-7
MERCI SUAREZ SE HACE LA LISTA	MEDINA, MEG	9781536236071	4-8
MI ABUELA ES UNA BRUJA	CUEVAS, MAYRA	9798217024674	K-2
MI GUARDIANA	CASTILLO, AZAHARA	9788419464729	K-3
MICHAEL B. JORDAN	SIPPERLEY, KELI	9798892502177	4-8
MIDDLE SCHOOL : GET ME OUT OF HERE!	PATTERSON, JAMES	9780316206693	5-7
MIGHTY : THE STORY OF AN OAK TREE ECOSYSTEM	COLE, HENRY	9781682637333	PS-3
MIGUEL MUST FIGHT!	OFELIA, JAMIE	9780316365093	PS-3
MIL COLORES DEL HILO INVISIBLE	TIRADO, MIRIAM	9788419910035	K-3
MIND-BLOWING LISTS ABOUT TECHNOLOGY	SCHWARTZ, HEATHER E	9798875231872	3-6
MINECRAFT : THE MANGA : 1	SETO, KAZUYOSHI	9781974747146	2-8
MINECRAFT : THE MANGA : 2	SETO, KAZUYOSHI	9781974747153	2-8
MINI BLUEY : UN LIBRO BILINGUE : (SPANISH/ENGLISH)	MENDOZA, ISABEL C	9780593891322	PS-K
EL MISTERIO DE LA CASA DEL TERROR	CABEZA, ANNA	9788483439753	3-5
MISTERIO DE LAS BOTANAS ROBADAS = THE MYSTERY OF THE STOLEN SNACKS	FRIEDMAN, LAURIE	9781039817876	K-2
EL MISTERIO DE LAS NOTAS SECRETAS = THE MYSTERY OF THE SECRET NOTES	FRIEDMAN, LAURIE	9781039817852	K-2
EL MISTERIO DE LOS SONIDOS ATERRADORES = THE MYSTERY OF THE SPOOKY SOUNDS	FRIEDMAN, LAURIE	9781039817869	K-2
MLB : (SPANISH/ENGLISH)	DAVIDSON, B KEITH	9781039869240	3-6
MLS : (SPANISH/ENGLISH)	DAVIDSON, B KEITH	9781039869257	3-6
MONSTER TRUCKS	ROGERS, MARIE	9781725327474	2-5
MONSTER TRUCKS	ROGERS, MARIE	9781725327450	2-5
THE MOON MOVED IN	SANCHEZ, SONIA	9781452180717	K-4
MOUNTAIN GOATS	SCHEFFER, JANIE	9798893044676	K-3
MOVI LA MANO = I MOVED MY HAND	LUJAN, JORGE	9781779460189	PS-1

LOS MURCIELAGOS	CARNEY, ELIZABETH	9781426378263	K-3
MY ABUELA IS A BRUJA	CUEVAS, MAYRA	9780593480632	K-2
MY HEAD HAS A BELLYACHE : AND MORE NONSENSE FOR MISCHIEVOUS	HARRIS, CHRIS	9780316592598	3-8
MY POWERFUL HAIR	LINDSTROM, CAROLE	9781419759437	PS-3
MYSTERIOUS MOOSHROOM	WEBSTER, CHRISTY	9780593648247	PS-2
NARWHALS	BOWMAN, CHRIS	9798893044683	K-3
NATURA	FERRADA, MARIA JOSE	9798988749936	1-4
NIGHT LIBRARIAN	LINCOLN, CHRISTOPHER	9780593617656	4-6
NIGHT LIBRARIAN	LINCOLN, CHRISTOPHER	9780593617663	4-6
NINO : (SPANISH)	RYAN, PAM MUNOZ	9781546176473	4-7
NINTENDO AND ILLUMINATION PRESENT THE SUPER MARIO BROS. MOVI		9780593646007	2
NO MORE CHAIRS	GILL, DAN	9780316552691	PS-3
NO SAM! AND THE MEOW OF DECEPTION	DAYWALT, DREW	9780063450059	3-6
NO VACANCY	COHEN, TZIPORAH	9781773068497	4-7
NO WORLD TOO BIG : YOUNG PEOPLE FIGHTING FOR GLOBAL CLIMATE	METCALF, LINDSAY H	9781623543136	1-3
NOT A DOG	MARTINEZ, CLAUDIA GUADALUPE	9781623543044	PS-2
NUCLEAR ENERGY	KEHOE, RACHEL	9781637390627	5-7
NUCLEAR ENERGY	KEHOE, RACHEL	9781637391167	5-7
UNA NUEVA CIUDAD, UN NUEVO HOGAR = A NEW CITY, A NEW HOME	DAVID, ELIAS	9781558859999	PS-2
NUEVO AMIGO	BLEVINS, WILEY	9780593889121	K-1
OCTOPUS OCEAN : GENIUSES OF THE DEEP	LEIREN-YOUNG, MARK	9781459838956	4-8
OLD SCHOOL	KORMAN, GORDON	9780063238145	5-8
OLIVIA WOLF : LA ASOMBROSA MAQUINA DEL TIEMPO	FRAGOSO, JOSE	9788410406124	2-6
ORIGAMI PETS	FOHLDER, PIPER	9781098244194	K-3
EL OSO CANSADO	NARVAEZ, CONCHA LOPEZ	9781543395396	K-3
OTRA OPORTUNIDAD	CASTILLO, AZAHARA	9788419464767	K-3
OUR LAKE	KANG, ANGIE	9780593698235	PS-3
LA OVEJA DURMIENTE	RODRIGUEZ, ALICIA	9781039610026	K-2
OVERDUE : THE MISADVENTURE OF BOB THE BOOK	KOSTER, GLORIA	9781684469208	K-3
PAPA PINTA MUCHO	TABOADA, BEA	9788419048714	PS-3
PAPILIO	CLANTON, BEN	9780593693254	PS-2
PARROTFISH HAS A SUPERPOWER	ESBAUM, JILL	9780593532010	K-3
LOS PEJESAPOS RAYADOS	HANSEN, GRACE	9781098260750	PS-2
LA PELEA FINAL DE REPTILES	PALLOTTA, JERRY	9781546148067	2-5

LA PELUQUERIA DEL ESPANTO Y OTRAS OBRAS DE TEATRO	MELANTONI, ENRIQUE	9789871710942	2-5
PENELOPE REX AND THE PROBLEM WITH PETS	HIGGINS, RYAN T	9781368089609	PS-2
PEREGRINE FALCONS	BOWMAN, CHRIS	9798893044690	K-3
PETE THE CAT SCREAMS FOR ICE CREAM!	DEAN, KIMBERLY	9780063095953	PS-3
PETER PAN	LE BORNEC, DIDIER	9781532145421	3-5
PIE-RATS!	RIDDIOUGH, LISA FRENKEL	9780593203286	PS-2
PINOCCHIO	DE MARIS, MERRILL	9781532145438	3-5
PINOJO	RODRIGUEZ, ALICIA	9781039610002	K-2
POETRY COMICS	SNIDER, GRANT	9781797219653	3-6
POETRY COMICS	SNIDER, GRANT	9781797235592	3-6
POETRY PROMPTS : ALL SORTS OF WAYS TO START A POEM	COELHO, JOSEPH	9780711285125	2-4
POISON DART FROGS	BOWMAN, CHRIS	9798893044706	K-3
POP MUSIC	RAINS, DALTON	9798889982043	3-6
POP MUSIC	RAINS, DALTON	9798889982609	3-6
POP! GOES THE NURSERY RHYME	BIRD, BETSY	9781454960461	PS-K
PORCUPINES	SCHEFFER, JANIE	9798893044713	K-3
A PRACTICAL GUIDE TO PUPPETRY	DOWN, MARK	9780719841019	
PRAIRIE DOG BURROWS	FOREST, CHRISTOPHER	9781635179637	3-6
PRESIDENTIAL ELECTIONS AND OTHER COOL FACTS : UNDERSTANDING	SOBEL, SYL	9781464223297	4-7
PRESIDENTIAL ELECTIONS AND OTHER COOL FACTS : UNDERSTANDING	SOBEL, SYL	9781728294445	4-7
PRIMOS	DEL MAZO, MARGARITA	9788419464842	K-3
PUFFINS	BOWMAN, CHRIS	9798893044720	K-3
PUMPKIN AND BEETLE : TWO VAMPIRE CATS	HO, JANNIE	9780823459629	PS-3
QUIEN ES TAYLOR SWIFT?	ANDERSON, KIRSTEN	9780593888162	3-5
RAGDOLLS	STORM, MARYSA	9781644666791	K-3
RAPUNZEL : (SPANISH/ENGLISH)	ANDERSON, SHANNON	9798890426291	2-5
THE RED EAR BLOWS ITS NOSE : POEMS FOR CHILDREN AND OTHERS	SCHECHTER, ROBERT	9781773491349	1-4
RED PANDAS	BOWMAN, CHRIS	9798893044737	K-3
RED-TAILED HAWKS	BOWMAN, CHRIS	9798893042436	K-3
REFUGEE : THE GRAPHIC NOVEL	GRATZ, ALAN	9781338733969	5-8
RICITOS DE CABRA Y LOS TRES OSOS	RODRIGUEZ, ALICIA	9781039609983	K-2
RISE TO THE SKY : HOW THE WORLD'S TALLEST TREES GROW UP	HIRSCH, REBECCA E	9781728440873	1-3

ROBIN HOOD	CORTEGGIANI, FRANCOIS	9781532145414	3-5
ROCK HYRAXES	BOWMAN, CHRIS	9798893042443	K-3
A ROYAL CONUNDRUM	YEE, LISA	9781984830296	4-7
A ROYAL CONUNDRUM	YEE, LISA	9781984830302	4-7
RUBY RENE HAD SO MUCH TO SAY	IMAN, ASHLEY	9780593618899	PS-3
RYAN REYNOLDS	DALGLEISH, SHARON	9798892502191	4-8
SACUDIDA EN LA GRAN CIUDAD	TAPETA, MURRAY	9798890428981	4-8
SAM KERR	ABDO, KENNY	9781098288877	4-6
SARANG SAVES THE SCHOOL	DI ROMA HOWLEY, KORENA	9781536232318	PS-3
SAY SOMETHING	MOSS, PEGGY	9780884483601	K-3
SCIENCE COMICS : COMPUTERS : HOW DIGITAL HARDWARE WORKS	DYE, JEREL	9781626727656	4-8
SCIENCE COMICS : DEEP SEA CREATURES : ADAPTING TO THE ABYSS	LAWRENCE, MIKE	9781250841285	4-8
SEA HORSES	BOWMAN, CHRIS	9798893042450	K-3
SEA LEGS	BAKES, JULES	9781338835861	4-7
SEA LEGS	BAKES, JULES	9781338835885	4-7
SECRET ELEPHANT : INSPIRED BY A TRUE STORY OF FRIENDSHIP	RANKIN, ELLAN	9780593703267	PS-3
SELENA GOMEZ	TAYLOR, SUSAN JOHNSTON	9798892502207	4-8
SIAMESE	STORM, MARYSA	9781644666807	K-3
SILLY KITTY Y EL DIA SOLEADO = SILLY KITTY AND THE SUNNY DAY	LOPETZ, NICOLA	9781039818101	K-2
SILLY MILLY AND THE CRYING BABY	FRIEDMAN, LAURIE	9781427152664	K-2
SILLY MILLY Y EL BEBE QUE LLORA	FRIEDMAN, LAURIE	9781039611054	K-2
SILLY MILLY Y EL RESCATE DEL DIA LLUVIOSO	FRIEDMAN, LAURIE	9781039611085	K-2
SILLY MILLY Y LA SORPRESA DE CUMPLEANOS	FRIEDMAN, LAURIE	9781039611108	K-2
SILLY MILLY Y LAS LLAVES PERDIDAS	FRIEDMAN, LAURIE	9781039611061	K-2
SILLY MILLY Y LAS TONTERIAS DEL DIA DE LA FOTO	FRIEDMAN, LAURIE	9781039611078	K-2
SIRENA DEL HIELO	MILLET, EVA	9788418054945	
SKETTY AND MEATBALL	WEEKS, SARAH	9780062431622	1-3
SKETTY AND MEATBALL	WEEKS, SARAH	9780062431615	1-3
SLEEPING BEAUTY = LA BELLA DURMIENTE	ANDERSON, SHANNON	9798890426420	2-5
SLOTHS	SCHEFFER, JANIE	9798893044744	K-3
SOCK PUPPET THEATER PRESENTS THE THREE BILLY GOATS GRUFF : A MAKE AND PLAY PRODUCTION	HARBO, CHRISTOPHER L	9781515766827	1-3

SONAR CON LA CIENCIA!	SCHAUB, MICHELLE	9781623545581	PS-2
SONIC THE HEDGEHOG : 1 : FALLOUT!	FLYNN, IAN	9781684053278	3-6
SONIC THE HEDGEHOG : 2 : THE FATE OF DR. EGGMAN	FLYNN, IAN	9781684054060	3-6
SONIC THE HEDGEHOG : 3 : BATTLE FOR ANGEL ISLAND	FLYNN, IAN	9781684054985	3-6
SONRIE	TELGEMEIER, RAINA	9781546134114	5-8
SORRY FOR YOUR LOSS	LEVY, JOANNE	9781459827073	5-7
SPANISH IS THE LANGUAGE OF MY FAMILY	GENHART, MICHAEL	9780823450046	K-3
SPEECHLESS : A GRAPHIC NOVEL	STEINKE, ARON NELS	9781338849325	4-7
SPEECHLESS : A GRAPHIC NOVEL	STEINKE, ARON NELS	9781338849332	4-7
SPHYNX	STORM, MARYSA	9781644666814	K-3
SPORTS ILLUSTRATED KIDS ALL-PRO BASEBALL ALMANAC	DONNELLY, PATRICK	9798875232534	3-6
SPORTS ILLUSTRATED KIDS ALL-PRO BASKETBALL ALMANAC	SMITH, ELLIOTT	9798875232619	3-6
SPORTS ILLUSTRATED KIDS ALL-PRO FOOTBALL ALMANAC	DONNELLY, PATRICK	9798875232695	3-6
SPORTS ILLUSTRATED KIDS ALL-PRO HOCKEY ALMANAC	SMITH, ELLIOTT	9798875232770	3-6
SPORTS ILLUSTRATED KIDS ALL-PRO SOCCER ALMANAC	DONNELLY, PATRICK	9798875232855	3-6
SQUASH, THE CAT : STUCK IN THE MIDDLE	MAYER, SASHA	9780593566572	K-3
STACEY'S REMARKABLE BOOKS	ABRAMS, STACEY	9780063271852	PS-3
STALACTITE & STALAGMITE	BECKMEYER, DREW	9781665926638	PS-3
STEPHEN CURRY	BYCEL, JOSH	9780593382462	4-6
STEPHEN CURRY	BYCEL, JOSH	9780593382486	4-6
STINETINGLERS 2 : 10 MORE NEW STORIES FROM THE MASTER OF SCA	STINE, R L	9781250836366	4-6
STINETINGLERS 2 : 10 MORE NEW STORIES FROM THE MASTER OF SCA	STINE, R L	9781250836311	4-6
STITCH'S VALENTINE!	MCCANNA, TIM	9780736443999	PS-1
STORIES FROM THE OVERWORLD : 1	LARSON, HOPE	9781098253929	4-6
STORIES FROM THE OVERWORLD : 2	NORTH, RYAN	9781098253936	4-6
STORIES FROM THE OVERWORLD : 3	MCCRANIE, STEPHEN	9781098253943	4-6
STORY SPINNERS : A SISTERLY TALE OF DANGER, A PRINCESS, AND	FEDERMAN, CASSANDRA	9781665918237	2-5

A STRANGE THING HAPPENED IN CHERRY HALL	WARGA, JASMINE	9780062956705	4-6
SUMMER OLYMPICS ALL-TIME GREATS	STREETER, ANTHONY	9781634948647	2-5
SUMMER OLYMPICS ALL-TIME GREATS	STREETER, ANTHONY	9781634948821	2-5
SUMMER VAMP	CHAN KARIM, VIOLET	9780593425220	4-7
SUMMER VAMP	CHAN KARIM, VIOLET	9780593425237	4-7
SUNFLOWER SEEDS	HECK, ELLEN	9781646146239	PS-3
SWIM SCHOOL = ESCUELA DE NATACION : UN LIBRO BILINGUE	MENDOZA, ISABEL C	9780593891339	PS-K
TAMALES PARA NAVIDAD	BRISENO, STEPHEN	9780593897515	PS-3
TAYLOR SWIFT : UNSTOPPABLE ICON	MILLER, MARIE-THERESE	9798765649152	4-8
LA TEJEDORA ENCANTADA	DRAGOON, LEIGH	9788418712104	3-7
TERRORIFICO!	COPONS, JAUME	9788411580144	2-4
EL TESORO DE BAYAS DE BETO = BETO'S BERRY TREASURE	LACIKA, JENNY	9781623544508	PS-1
THAT'S NOT FUNNY, DAVID!	SHANNON, DAVID	9781546123187	PS-1
THEY CALL ME NO SAM	DAYWALT, DREW	9780358612902	3-6
THIS IS HOW WE TALK : A CELEBRATION OF DISABILITY AND CONNEC	CUPP, CAROLINE	9780593529935	PS-2
THIS IS NOT MY LUNCHBOX	DUPUIS, JENNIFER	9781668936856	1-4
THIS MOMENT IS SPECIAL : A DIA DE MUERTOS STORY (DAY OF	PARRA, JOHN	9781665948241	PS-3
THE THREE LITTLE PIGS = LOS TRES CERDITOS	KNUFINKE, JOANA COSTA	9781546147992	K-2
TIFFANY'S GRIFFON	SIDDELL, MAGNOLIA PORTER	9781250757821	5-8
TIGER SHARKS	SCHEFFER, JANIE	9798893044751	K-3
TIM BURTON'S THE NIGHTMARE BEFORE CHRISTMAS	FERRARI, ALESSANDRO	9781532148033	3-5
TIMID : A GRAPHIC NOVEL	TODD, JONATHAN	9781338305708	4-7
TIMID : A GRAPHIC NOVEL	TODD, JONATHAN	9781338305722	4-7
TINY TALES : FIREFLY NIGHT	WALDO, STEPH	9780063289628	K-3
TINY TALES : FIREFLY NIGHT	WALDO, STEPH	9780063289611	K-3
TIOS Y PRIMOS	ALCANTARA, JACQUELINE	9780593859421	PS-3
TO CATCH A GHOST	WILSON, RACHEL MICHELLE	9781339031958	PS-3
TO SEE AN OWL	CORDELL, MATTHEW	9780593649893	PS-3
TOCAMOS! : MEXICAN FOLK ART MUSIC MAKERS IN ENGLISH AND SPAN	WEILL, CYNTHIA	9781947627819	PS-K
TODAY AT SCHOOL : WITH YESTERDAY AND TOMORROW	YOUNG, JESSICA	9780593812754	PS-3
TOM BRADY : GRIDIRON G.O.A.T.	HOLLERAN, LESLIE	9798765610428	4-8
TOO MANY BUGS	LANG, SUZANNE	9780593434673	K-2

TOO MANY BUGS	LANG, SUZANNE	9780593434673	K-2
TOY STORY 1	KOSHITA, TETSUHIRO	9781098256463	4-6
TRANQUILO = CALM	CULLIFORD, AMY	9781039817982	K-2
TREES : HAIKU FROM ROOTS TO LEAVES	WALKER, SALLY M	9781536215502	2-4
TRISTE = SAD	CULLIFORD, AMY	9781039818026	K-2
TROUBLING TONSILS!	REYNOLDS, AARON	9781665961080	1-4
THE TRUTH ABOUT DRAGONS	LEUNG, JULIE	9781250820587	PS-3
TURKEYS IN DISGUISE	PLATT, CYNTHIA	9780063460331	PS-3
TWO DEGREES	GRATZ, ALAN	9781338735673	4-8
TWO WORLDS = DOS MUNDOS	RODRIGUEZ, EDEL	9781419764950	PS-K
UNA RANITA ARBOREA : CONTANDO HASTA SOBREVIVIR	PIEDRA, TONY	9781536238204	PS-3
UNICO : 1 : AWAKENING : AN ORIGINAL MANGA	TEZUKA, OSAMU	9781339036342	4-7
THE UNIVERSE IN YOU : A MICROSCOPIC JOURNEY	CHIN, JASON	9780823450701	3-6
USANDO TU CEREBRO-FIDEOS	ABDO, KENNY	9798384920625	PS-3
USING LIGHT TO MAKE SHADOW PUPPETS	FONTICHIARO, KRISTIN	9781534107816	2-5
LA VENGANZA DE LAS MEIGAS	SANTAMARIA, JARA	9788419522207	4-7
EL VERANO QUE CAMBIO LA VIDA DE MIHAIL	TRUJILLO, CARMELA	9788483439715	2-4
EL VIAJE DE CANDELA	MONTAGNANA, ALESSANDRO	9788410074408	PS-3
VINICIUS JR.	ABDO, KENNY	9781098288884	4-6
UN VIRUS EN CASA	TIRADO, MIRIAM	9788419048264	PS-3
VIVA EL AGUACATE!	LEVI, TALTAL	9780735845657	PS-3
WAITING FOR WINTER : A TRUE STORY OF RESILIENCE AND JOY IN T	GORMAN, STEPHEN	9781630793210	1-3
THE WAY I SAY IT	TANDON, NANCY	9781623541330	4-6
WE ARE AMERICAN, TOO	CHASE, KRISTEN MEI	9780374390211	PS-3
WE DON'T LOSE OUR CLASS GOLDFISH	HIGGINS, RYAN T	9781368076982	PS-1
WELCOME TO THE WONDER HOUSE	DOTLICH, REBECCA KAI	9781635927627	K-3
WHAT DO WE KNOW ABOUT THE YETI?	HUBBARD, BEN	9780593752128	3-6
WHAT DO WE KNOW ABOUT THE YETI?	HUBBARD, BEN	9780593752111	3-6
WHAT FISH ARE SAYING : STRANGE SOUNDS IN THE OCEAN	PENDREIGH, KIRSTEN	9781464218965	PS-3
WHEN TREE BECAME A TREE	HODGSON, ROB	9780593886694	PS-2
WHEN YOU GO TO DRAGON SCHOOL	CAMPBELL, CHELSEA M	9781250293015	PS-2
WHEN YOU MEET A DRAGON	KYI, TANYA LLOYD	9781459838642	1-3

WHERE I LIVE : POEMS ABOUT MY HOME, MY STREET, AND MY TOWN	JANECZKO, PAUL B	9781536200942	2-5
WHITE-TAILED DEER	SCHEFFER, JANIE	9798893042467	K-3
WHO IS SHOHEI OHTANI?	BUCKLEY JR, JAMES	9780593888292	3-5
WHY DO ELEPHANTS HAVE BIG EARS? : QUESTIONS - AND SURPRISING	JENKINS, STEVE	9780316456791	PS-3
WILLA , EL DRAGON PLATEADO DE PURPURINA	MARA, MADDY	9781546148029	2-4
THE WOLF-GIRL, THE GREEKS, AND THE GODS : A TALE OF THE PERSIAN	HOLLAND, TOM	9781536234169	4-7
THE WOMAN WHO KILLED THE FISH	LISPECTOR, CLARICE	9780811229609	7-Adult
WONDER	PALACIO, R J	9780375969027	4-7
WONDER	PALACIO, R J	9780375869020	4-7
WORLD KITCHEN : A CHILDREN'S COOKBOOK	WHEATLEY, ABIGAIL	9781805071136	2-5
WORLD'S FASTEST SPACECRAFT	WALKER, HUBERT	9781637381731	4-7
WRITING FICTION	REBMAN, NICK	9798889980261	3-5
WRITING FICTION	REBMAN, NICK	9798889980698	3-5
WRITING POETRY	REBMAN, NICK	9798889980285	3-5
WRITING POETRY	REBMAN, NICK	9798889980711	3-5
THE YELLOW BUS	LONG, LOREN	9781250903136	K-2
YOUR STORY MATTERS : A SURPRISINGLY PRACTICAL GUIDE TO WRITING	SCRIMGER, RICHARD	9781770498426	4-7
YUM, YUM, MEXICO! COMIDAS DE LA A A LA Z / YUM, YUM, MEXICO!	DE ANDA, DIANE	9798890981080	PS-3
THE ZOMBEES	COLON, JUSTIN	9781665922500	PS-1
ZOMBIE SUMMER CAMP : 1 : A SUNSET AT SUNRISE	BURNS, JASON	9798384922810	5-8
ZOMBIE SUMMER CAMP : 2 : UNDEAD SHENANIGANS	BURNS, JASON	9798384922827	5-8
ZOMBIE SUMMER CAMP : 3 : A MESS IN THE MESS HALL	BURNS, JASON	9798384922834	5-8
ZOMBIE SUMMER CAMP : 4 : A LONG WAY FROM TOME	BURNS, JASON	9798384922841	5-8
ZOMBIE SUMMER CAMP : 5 : HOLLY JO MUST GO	BURNS, JASON	9798384922858	5-8
ZOMBIE SUMMER CAMP : 6 : BLOOD IS THICKER THAN WATER	BURNS, JASON	9798384922865	5-8

Middle School Library Books List October 2025

Title	Author	ISBN	Gr / IL
(S)KIN	ZOBOI, IBI	9780062888877	9-12
(S)KIN	ZOBOI, IBI	9780063395589	9-12
1,000 AMAZING GROSS FACTS		9780744081435	4-7
1,000 AMAZING GROSS FACTS		9780744098808	4-7
1,000 AMAZING RECORD BREAKERS		9780593963159	4-7
1,000 AMAZING RECORD BREAKERS		9781645822905	4-7
1000 CURIOSIDADES INCREIBLES		9781645822929	4-7
12 AUTHORS WHO CHANGED THE WORLD	KULE, ELAINE A	9781645822936	3-6
12 CHILDREN WHO CHANGED THE WORLD	MCCULLUM, KENYA	9781645823056	3-6
12 ENTERTAINERS WHO CHANGED THE WORLD	YORK, M J	9781645823063	3-6
12 INCREDIBLE FACTS ABOUT THE CUBAN MISSILE CRISIS	EDWARDS, SUE BRADFORD	9781645823100	3-6
12 INCREDIBLE FACTS ABOUT THE D-DAY INVASION	SEPAHBAN, LOIS	9781645822912	3-6
12 INCREDIBLE FACTS ABOUT THE MONTGOMERY BUS BOYCOTT	SEPAHBAN, LOIS	9781645822943	3-6
12 PANDEMIC PROBLEM SOLVERS WHO CHANGED THE WORLD	LOUREIRO, STEPHANIE	9781645822950	3-6
12 POLITICAL LEADERS WHO CHANGED THE WOR	MCCABE, MATTHEW	9780063008496	3-6
12 SCIENTISTS WHO CHANGED THE WORLD	RICHARD, ORLIN	9781678207724	3-6
13 THINGS STRONG KIDS DO : THINK BIG, FEEL GOOD, ACT BRAVE	MORIN, AMY	9780593323427	4-8
THE ABORTION CONTROVERSY	LEROSE, ROBERT	9781502663122	6-12
ACROSS SO MANY SEAS	BEHAR, RUTH	9780823460021	5-8
ACROSS SO MANY SEAS	BEHAR, RUTH	9798765610060	5-8
AFGHANISTAN	NEVINS, DEBBIE	9798765619377	6-9
AGRICULTURA	GIBBONS, GAIL	9781420518078	PS-3
AGRICULTURE THROUGH THE AGES : FROM SILK TO SUPERMARKETS	WOODS, MICHAEL	9781547605897	6-12
AGRICULTURE THROUGH THE AGES : FROM SILK TO SUPERMARKETS	WOODS, MICHAEL	9798892602624	6-12
ALEBRIJES : (LARGE PRINT)	HIGUERA, DONNA BARBA	9798892604215	5-8
ALL THE BLUES IN THE SKY	WATSON, RENEE	9780063355668	4-8
ALL-TIME FUNNIEST JOKES ABOUT ANIMALS	THOMPSON, KIM	9780063355675	2-4

ALL-TIME FUNNIEST JOKES ABOUT ANIMALS	THOMPSON, KIM	9798890983626	2-4
ALMOST SUNSET	ALGARMI, WAHAB	9780062975232	5-8
ALMOST SUNSET	ALGARMI, WAHAB	9780593813744	5-8
ALMOST SUNSET	ALGARMI, WAHAB	9780593813751	5-8
AMANECER EN LA COSECHA	COLLINS, SUZANNE	9780593813720	7-12
AMARI AND THE DESPICABLE WONDERS	ALSTON, B B	9781665963602	4-7
AMONG GHOSTS	HARTMAN, RACHEL	9781665963619	7-12
AMONG GHOSTS	HARTMAN, RACHEL	9781668948729	7-12
AMONG GHOSTS	HARTMAN, RACHEL	9781668947333	7-12
AMY LOOKS BEFORE SHE LEAPS	BARKLEY, CALLIE	9780593125472	1-3
AMY LOOKS BEFORE SHE LEAPS	BARKLEY, CALLIE	9781984892669	1-3
AMY LOOKS BEFORE SHE LEAPS	BARKLEY, CALLIE	9781984892676	1-3
ANCIENT LAWS : THE WEIRD AND THE DEADLY	GITLIN, MARTIN	9781984892683	5-8
ANCIENT LAWS : THE WEIRD AND THE DEADLY	GITLIN, MARTIN	9781781219430	5-8
ANGELICA AND THE BEAR PRINCE	NGUYEN, TRUNG LE	9798890429025	7-12
ANGELICA AND THE BEAR PRINCE	NGUYEN, TRUNG LE	9798890429087	7-12
ANGELICA AND THE BEAR PRINCE	NGUYEN, TRUNG LE	9780593966815	7-12
ANGELICA AND THE BEAR PRINCE	NGUYEN, TRUNG LE	9798217132751	7-12
ANIMAL RIGHTS	O'BRIEN, CYNTHIA	9780593968994	6-8
ANIMALES ESTAN HARTOS	CLAMANT, A B	9781459838895	4-8
ANIMALES ESTAN HARTOS	CLAMANT, A B	9780593567012	4-8
ANIMALES ESTAN HARTOS	CLAMANT, A B	9781638892007	4-8
ANTHROPOLOGY BOOK		9781678207243	7-12
ANTHROPOLOGY BOOK		9781916526655	7-12
ANTHROPOLOGY BOOK		9781916526686	7-12
THE ANXIOUS EXILE OF SARA SALT	PRENDERGAST, GABRIELLE	9781665939911	4-7
THE ANXIOUS EXILE OF SARA SALT	PRENDERGAST, GABRIELLE	9780063218901	4-7
ARE YOU NOBODY TOO?	CANE, TINA	9781728275062	5-8
ARTIFICIAL INTELLIGENCE	SCHLESINGER, EMILY	9781978542846	6-12
ARTIFICIAL INTELLIGENCE	SCHLESINGER, EMILY	9781978542853	6-12
ARTIFICIAL INTELLIGENCE : PROMISE AND PERIL	ALLEN, JOHN	9780316592093	7-12
ARTIFICIAL INTELLIGENCE IN THE WORKPLACE : WILL AI HELP US O	HUNTER, NICK	9798892502153	5-8
ARTIFICIAL INTELLIGENCE IN TRANSPORTATION : WILL AI HELP US	HUNTER, NICK	9780358447856	5-8

AS YOU WISH	JONES, NASHAE	9780358447863	5-8
AT LAST SHE STOOD : HOW JOEY GUERRERO SPIED, SURVIVED, AND F	KELLY, ERIN ENTRADA	9780823462032	4-8
ATHLETES WHO CHANGED THE GAME	BUCKLEY, JAMES, JR	9780063382244	4-7
ATOMS	ROESSER, MARIE	9781678209360	3-6
ATOMS	ROESSER, MARIE	9781678209384	3-6
ATTACKED! : PEARL HARBOR AND THE DAY WAR CAME TO AMERICA	FAVREAU, MARC	9781678209407	4-8
BAD BUNNY	ROWELL, REBECCA	9781678209445	4-8
BAND NERD	WILLIS, SARAH CLAWSON	9781678207861	5-8
BAND NERD	WILLIS, SARAH CLAWSON	9798217127979	5-8
BANNED TOGETHER : OUR FIGHT FOR READERS' RIGHTS	PEREZ, ASHLEY HOPE	9780593961605	8-12
BASHIR BOUTROS AND THE JEWELS OF THE NILE	JREIJE, GEORGE	9780593808900	4-6
BE A COMPUTER SUPPORT SPECIALIST	TEITELBAUM, ISABEL	9781646145133	6-12
BE A CYBERSECURITY SPECIALIST	HENZEL, CYNTHIA KENNEDY	9780593405710	6-12
BE A SOCIAL MEDIA COORDINATOR	BELL, SAMANTHA S	9780593405741	6-12
BE A WEB DESIGNER	CORNELL, KARI	9781499477269	6-12
BE INSPIRED : TEENS WHO OVERCAME ADVERSITY	CURRIE-MCGHEE, LEANNE	9781459834538	8-12
BE MORE ARIANA GRANDE : FIERCE ADVICE ON BREAKING FREE AND B		9781541588950	7-Adult
BE MORE ARIANA GRANDE : FIERCE ADVICE ON BREAKING FREE AND B		9781644938645	7-Adult
BEA MULLINS TAKES A SHOT	DEIBERT, EMILY	9781644939109	5-8
BEASTS	BJERKELAND, INGVILD	9780593707913	5-8
BEASTS OF RUIN	GRAY, AYANA	9781368110419	7-12
BEASTS OF WAR	GRAY, AYANA	9780744092110	7-12
BECOMING AN ACTIVE CITIZEN	RATZER, MARY	9781665938013	6-10
BELOW THE SURFACE	FINLEY, ALLISON	9780593461709	4-7
BELOW THE SURFACE	FINLEY, ALLISON	9781250346872	4-7
BEYOND SEX ED : UNDERSTANDING SEXUALLY TRANSMITTED INFECTIONS	YANCEY, DIANE	9780316442695	8-12
BIAS IN REPORTING ON THE COVID-19 PANDEMIC	GATLING, ALEX	9780593527559	6-8
BIAS IN REPORTING ON THE COVID-19 PANDEMIC	GATLING, ALEX	9780593485705	6-8
BIG BOOK OF BARF : A SPEWNAMI OF SICK SCIENCE, HURLED HISTOR	LORENCEN, VICKY	9781338849912	4-7
BILLIONS TO BURN	BANKS, TAYLOR	9798892505185	4-7

BIRD		9798892505543	4-7
BITE RISK	WILLS, S J	9798765611340	4-8
BLACK GIRL YOU ARE ATLAS	WATSON, RENEE	9780593562772	7-12
BLACK HOLE CHASERS : THE AMAZING TRUE STORY OF AN ASTRONOMIC	REDDING, ANNA CROWLEY	9780593562741	4-8
BLACK HOLE CHASERS : THE AMAZING TRUE STORY OF AN ASTRONOMIC	REDDING, ANNA CROWLEY	9781502666307	4-8
BLACK STAR	ALEXANDER, KWAME	9780593711200	6-8
BLETCHLEY RIDDLE	SEPETYS, RUTA	9780593711187	6-8
BLOOD CITY ROLLERS : 1	ANDERSON, V P	9780593711170	5-8
BLOOD IN THE WATER	JACKSON, TIFFANY D	9781499477290	4-8
BMW	RAINS, DALTON	9780593617939	4-7
BMW	RAINS, DALTON	9780823456383	4-7
BORROWING BASICS : A TEEN GUIDE TO CREDIT AND DEBT	SUIVSKI, NICHOLAS	9780063284937	8-12
BRAVEY : (ADAPTED FOR YOUNG READERS) : CHASING DREAMS, BEFRIENDING PAIN, AND OTHER BIG IDEAS	PAPPAS, ALEXI	9781668947104	7-12
BRAVEY : (ADAPTED FOR YOUNG READERS) : CHASING DREAMS, BEFRIENDING PAIN, AND OTHER BIG IDEAS	PAPPAS, ALEXI	9781524737931	7-12
BRAVEY : (ADAPTED FOR YOUNG READERS) : CHASING DREAMS, BEFRIENDING PAIN, AND OTHER BIG IDEAS	PAPPAS, ALEXI	9780593698549	7-12
BRAZIL	KENNON, CAROLINE	9781506742762	6-9
BRIELLE AND BEAR : VOLUME 1	DOKU, SALOMEY	9781506742779	7-12
BRIELLE AND BEAR : VOLUME 1	DOKU, SALOMEY	9781338777215	7-12
BRIELLE AND BEAR : VOLUME 1	DOKU, SALOMEY	9781338777222	7-12
BUILDING CONNECTIONS	RATZER, MARY	9781665938044	6-10
BURNING SEASON	ROSE, CAROLINE STARR	9781665938037	5-8
BYE FOREVER, I GUESS	MEADOWS, JODI	9781638931263	5-8
CALL AND RESPONSE : THE STORY OF BLACK LIVES MATTER	CHAMBERS, VERONICA	9781098295691	7-12
CAMPAIGN STRATEGY	BELL, SAMANTHA	9781459839694	4-8
CANDACE, THE UNIVERSE, AND EVERYTHING	SMITH, SHERRI L	9781459839700	5-8
CANDLE ISLAND	WOLK, LAUREN	9781250863294	5-8
CANTO : 5 : A PLACE LIKE HOME	BOOHER, DAVID M	9781250863300	6-Adult
CANTO : 5 : A PLACE LIKE HOME	BOOHER, DAVID M	9781499477207	6-Adult
THE CARTOONISTS CLUB	TELGEMEIER, RAINA	9781774882108	3-8

THE CARTOONISTS CLUB	TELGEMEIER, RAINA	9781667209661	3-8
THE CARTOONISTS CLUB	TELGEMEIER, RAINA	9781665938068	3-8
CAUGHT DEAD	WILLS, S J	9781665938075	4-8
CAUGHT DEAD	WILLS, S J	9781502666345	4-8
CAUGHT DEAD	WILLS, S J	9781250363800	4-8
CELESTIAL BANQUET	LIM, ROSELLE	9781250363794	7-12
CHARLES III : KING OF THE UNITED KINGDOM	GAGNE, TAMMY	9798889893134	4-7
CHEAT CODE	MCISAAC, M J	9798765629918	7-12
CHEAT CODE	MCISAAC, M J	9798765610107	7-12
CHICKENPOX	LAI, REMY	9798765638934	4-6
CHICKENPOX	LAI, REMY	9781499477450	4-6
CHICKENPOX	LAI, REMY	9781499477443	4-6
CHOOSING RESPECT	RATZER, MARY	9781368109116	6-10
CITY OF LOST CATS	KYI, TANYA LLOYD	9780735230620	3-6
CLASSIC HORROR TALES		9780735230613	
COLD BLOOD	WILLS, S J	9781665919463	4-8
COLD BLOOD	WILLS, S J	9781499477221	4-8
COLOMBIA	HORNING, NICOLE	9781459837775	6-9
CONFESSIONS OF A JUNIOR SPY	MUNDA, ROSARIA	9781250847591	4-7
CONFESSIONS OF A JUNIOR SPY	MUNDA, ROSARIA	9781098293130	4-7
CONOR MCGREGOR	ALLEN, MICHAEL	9781547612215	6-9
CONSTRUCTION THROUGH THE AGES : FROM PYRAMIDS TO PLUMBING	WOODS, MICHAEL	9781678209506	6-12
CONSTRUCTION THROUGH THE AGES : FROM PYRAMIDS TO PLUMBING	WOODS, MICHAEL	9780063159662	6-12
CONSTRUCTION THROUGH THE AGES : FROM PYRAMIDS TO PLUMBING	WOODS, MICHAEL	9781978597563	6-12
COOKING IRL	KEPPELER, JILL	9781338893205	7-12
COOKING IRL	KEPPELER, JILL	9781546128373	7-12
THE COURT OF THE DEAD	RIORDAN, RICK	9781534496576	5-9
CREAKY ACRES : A GRAPHIC NOVEL	BRILL, CALISTA	9781534496583	4-7
CREAKY ACRES : A GRAPHIC NOVEL	BRILL, CALISTA	9781797206387	4-7
CREAM BUNS AND CRIME	STEVENS, ROBIN	9781797206370	5-7
CREATING SOLUTIONS	RATZER, MARY	9781774884683	6-10
CREATIVELY HUMAN : WHY WE IMAGINE, MAKE AND INNOVATE	PETERSON, LOIS	9781499477245	4-8
CREATURE CLINIC	THAN, GAVIN AUNG	9781728493749	4-7
CYBER SPYING	OLSON, ELSIE	9781419782695	6-8

A DANGEROUS IDEA : THE SCOPES TRIAL, THE ORIGINAL FIGHT OVER SCIENCE IN SCHOOLS	LEVY, DEBBIE	9781427881489	6-8
THE DANGERS OF ARTIFICIAL INTELLIGENCE	KAUL, JENNIFER	9798765648698	6-12
DANILO WAS HERE	BURGESS, TAMIKA	9780063279360	4-8
DAYLAN Y EL RIO DE LOS SECRETOS	TELLO, EDD	9781640269064	5-8
DEAR DAD : GROWING UP WITH A PARENT IN PRISON -- AND HOW WE	PATTON, JAY JAY	9798765611326	4-7
DEAR DAD : GROWING UP WITH A PARENT IN PRISON -- AND HOW WE	PATTON, JAY JAY	9781250887290	4-7
DEAR DAD : GROWING UP WITH A PARENT IN PRISON -- AND HOW WE	PATTON, JAY JAY	9781643791098	4-7
DEAR JACKIE	BAGLEY, JESSIXA	9780374392949	4-7
DEAR JACKIE	BAGLEY, JESSIXA	9781250843067	4-7
DEATH & SPARKLES AND THE SACRED GOLDEN CUPCAKE	JUSTUS, ROB	9781250843074	5-8
DEATH & SPARKLES AND THE SACRED GOLDEN CUPCAKE	JUSTUS, ROB	9781603095464	5-8
DEATH & SPARKLES AND THE SACRED GOLDEN CUPCAKE	JUSTUS, ROB	9781368104777	5-8
DEATH BY WHOOPEE CUSHION	GRANT, VICKI	9781523527250	6-8
DECIDING TO CARE	RATZER, MARY	9781643751948	6-10
DEFENDING NATURE : HOW THE US MILITARY PROTECTS THREATENED AND ENDANGERED SPECIES	COLLARD, SNEED B, III	9780316576994	4-7
DIARY OF A WIMPY KID : PARTYPOOPER	KINNEY, JEFF	9780316576987	4-7
DISNEY EL EXTRANO MUNDO DE JACK DE TIM BURTON	ASUKA, JUN	9780374392116	3-8
DISNEY EL EXTRANO MUNDO DE JACK DE TIM BURTON	ASUKA, JUN	9781978542877	3-8
DISPLACED	OCHIENG, PATRICK	9781978542884	6-10
DIVE	ANDERSON, JOHN DAVID	9781678205669	5-8
DIVIDED NATION	SPENGLER, KREMENA	9780593696385	5-8
DOLLARS AND SENSE : A TEEN GUIDE TO MANAGING MONEY	SUIVSKI, NICHOLAS	9798890982544	8-12
DON'T CAUSE TROUBLE	CHUNG, ARREE	9781546110057	4-7
THE DOOMSDAY DETECTIVES : HOW WALTER AND LUIS ALVAREZ SOLVED THE	JENSON-ELLIOTT, CINDY	9781665956550	5-8
DREAM	O'CONNOR, BARBARA	9781665934923	5-8
DREAM ON! : 1	HALE, SHANNON	9788419975003	3-6
DREAM ON! : 1	HALE, SHANNON	9788419975034	3-6

DREAM ON! : 1	HALE, SHANNON	9788419975652	3-6
DREAMOVER	DIAZ, DANI	9781678209346	7-10
DREAMSLINGER	KIM, GRACI	9781499477252	6-8
DRIVE	COPELAND, CYNTHIA L	9780593859315	4-8
DRIVE	COPELAND, CYNTHIA L	9780593842430	4-8
DROPPING BEATS	LESSORE, NATHANAEL	9780593842423	7-10
DROPPING BEATS	LESSORE, NATHANAEL	9780716654827	7-10
EARTHRISE : THE STORY OF A PHOTOGRAPH THAT CHANGED THE WAY W	MARCUS, LEONARD S	9781250362636	6-8
ELEMENTS	ROESSER, MARIE	9780593899601	3-6
ELEMENTS	ROESSER, MARIE	9780316556217	3-6
ELON MUSK : MAN OF VISION AND CONTROVERSY	ALLEN, JOHN	9780316556415	7-12
ENCOUNTER AT OWL ROCK	MOSES, RUCKER	9781682637685	4-8
ES TODO O NADA, VALENTINA	ARANGO, ANDREA BEATRIZ	9781682638040	5-8
ESCAPING PERIL : THE GRAPHIC NOVEL	SUTHERLAND, TUI T	9781547613069	4-7
ESCUELA DE ESPIAS EN LAS NIEVES	GIBBS, STUART	9781499477276	4-7
ESCUELA DE ESPIAS MALVADOS	GIBBS, STUART	9780063337312	4-7
EL ESQUELETOSAURIO : 1 : MISTERIO DEL DRAGON	OSAKI, TEIZO	9781546128458	1-4
ESQUELETOSAURIO : 2 : BUSCA DE LA ISLA PERDIDA	OSAKI, TEIZO	9781546128441	1-4
ESQUELETOSAURIO : 3 : PERDIDOS EN LA JUNGLA	OSAKI, TEIZO	9781643796758	1-4
THE EXCESSIVE USE OF FORCE BY POLICE	CORNELL, KARI	9781419777783	6-12
EXPLORING IDENTITIES	RATZER, MARY	9781665952255	6-10
THE EXTRAORDINARY ORBIT OF ALEX RAMIREZ	PAULINO, JASMINNE	9781419773334	5-8
EYEWITNESS ARCTIC AND ANTARCTIC	TAYLOR, BARBARA	9781669080794	4-7
EYEWITNESS ARCTIC AND ANTARCTIC	TAYLOR, BARBARA	9781338045840	4-7
FACIAL RECOGNITION AND OTHER SECURITY TECH	WOOLF, ALEX	9781641901086	
FAILING UP : HOW TO TAKE RISKS, AIM HIGHER, AND NEVER STOP L	ODOM, JR, LESLIE	9781641901079	
FAILING UP : HOW TO TAKE RISKS, AIM HIGHER, AND NEVER STOP L	ODOM, JR, LESLIE	9781641903943	
FAMILY WEEK	MOON, SARAH	9781641903950	4-7
FATAL FORECAST : (YOUNG READERS EDITION) : AN INCREDIBLE TRUE STORY OF COURAGE IN A SA	TOUGIAS, MICHAEL J	9781641901055	6-9

FATAL FORECAST : (YOUNG READERS EDITION) : AN INCREDIBLE TRUE STORY OF COURAGE IN A SA	TOUGIAS, MICHAEL J	9781641901048	6-9
FAULT LINES IN THE CONSTITUTION : THE FRAMERS, THEIR FIGHTS,	LEVINSON, CYNTHIA	9781641900904	7-12
FAULT LINES IN THE CONSTITUTION : THE FRAMERS, THEIR FIGHTS,	LEVINSON, CYNTHIA	9781641900898	7-12
A FIELD GUIDE TO BROKEN PROMISES	STECHER, LEAH	9781641900966	5-8
FINDING YOUR VOICE FOR HUMAN RIGHTS	RATZER, MARY	9781641900959	6-10
THE FIRST STATE OF BEING	KELLY, ERIN ENTRADA	9781641901147	4-7
FIVE NIGHTS AT FREDDY'S : TALES FROM THE PIZZAPLEX GRAPHIC NOVEL COLLECTION : 1	CAWTHON, SCOTT	9781641901130	7-12
FIVE NIGHTS AT FREDDY'S : TALES FROM THE PIZZAPLEX GRAPHIC NOVEL COLLECTION : 1	CAWTHON, SCOTT	9781641901208	7-12
FLYING IN COLORS	REDDEPPA, PADMA PRASAD	9781641901192	5-8
FOREST OF A THOUSAND EYES	HARDINGE, FRANCES	9781641900935	4-8
THE FORGOTTEN MAGIC OF ZOEY TURNER	STEWART, ERIN	9781641900928	5-8
FORGOTTEN SUMMER OF SENECA	GARRETT, CAMRYN	9781641901024	6-8
FRASE DE LA MUERTE	DAHL, MICHAEL	9781641901017	4-7
FRESH START : A GRAPHIC NOVEL	GALLIGAN, GALE	9781641901116	4-7
FRESH START : A GRAPHIC NOVEL	GALLIGAN, GALE	9781641901109	4-7
FROM THE 1600S TO THE 1700S : MIGUEL DE CERVANTES TO ROBERT	LUEBERING, J E	9781641900997	7-12
FROM THE 1600S TO THE 1700S : MIGUEL DE CERVANTES TO ROBERT	LUEBERING, J E	9781641900980	7-12
FROM THE 500S BCE TO THE 200S CE : PYTHAGORAS TO NAGARJUNA	DUIGNAN, BRIAN	9781641900874	7-12
FROM THE 500S BCE TO THE 200S CE : PYTHAGORAS TO NAGARJUNA	DUIGNAN, BRIAN	9781641900867	7-12
FROM THE 700S BCE TO THE 1500S : HOMER TO EDMUND SPENSER	LUEBERING, J E	9781668937938	7-12
FROM THE 700S BCE TO THE 1500S : HOMER TO EDMUND SPENSER	LUEBERING, J E	9781250810434	7-12

FROM THE EARLY 1800S TO THE LATE 1800S : ELI WHITNEY TO GEORGES LECLANCHÉ	CURLEY, ROBERT	9781419745843	7-12
FROM THE EARLY 1800S TO THE LATE 1800S : ELI WHITNEY TO GEORGES LECLANCHÉ	CURLEY, ROBERT	9781419745850	7-12
FROM THE EARLY 1900S TO THE MID-1900S : HENRY FORD TO WALT DISNEY	CURLEY, ROBERT	9798765607992	7-12
FROM THE EARLY 1900S TO THE MID-1900S : HENRY FORD TO WALT DISNEY	CURLEY, ROBERT	9781250165800	7-12
FROM THE EARLY 1900S TO THE MID-1900S : RABINDRANATH TAGORE	LUEBERING, J E	9781250247766	7-12
FROM THE EARLY 1900S TO THE MID-1900S : RABINDRANATH TAGORE	LUEBERING, J E	9780593696514	7-12
FROM THE LATE 1700S TO THE EARLY 1800S : WILLIAM WORDSWORTH	LUEBERING, J E	9798889165217	7-12
FROM THE LATE 1700S TO THE EARLY 1800S : WILLIAM WORDSWORTH	LUEBERING, J E	9798765626900	7-12
FROM THE LATE 1800S TO THE EARLY 1900S : FERDINAND VON ZEPPELIN TO REGINALD FESSENDEN	CURLEY, ROBERT	9781250850478	7-12
FROM THE LATE 1800S TO THE EARLY 1900S : FERDINAND VON ZEPPELIN TO REGINALD FESSENDEN	CURLEY, ROBERT	9781250850492	7-12
FROM THE LATE 1900S TO THE 2000S : FREDERICK SANGER TO SERGEY BRIN	CURLEY, ROBERT	9781546154327	7-12
FROM THE LATE 1900S TO THE 2000S : FREDERICK SANGER TO SERGEY BRIN	CURLEY, ROBERT	9781536219456	7-12
FROM THE MID-1800S TO THE LATE 1800S : WALT WHITMAN TO ANTON CHEKHOV	LUEBERING, J E	9781647410100	7-12
FROM THE MID-1800S TO THE LATE 1800S : WALT WHITMAN TO ANTON CHEKHOV	LUEBERING, J E	9781647410070	7-12
FROM THE MID-1900S TO THE LATE 1900S : CHARLES STARK DRAPER	CURLEY, ROBERT	9781459838109	7-12
FROM THE MID-1900S TO THE LATE 1900S : CHARLES STARK DRAPER	CURLEY, ROBERT	9781339041032	7-12
FROM THE PALEOLITHIC PERIOD TO THE EARLY 1800S : CRO-MAGNONS	CURLEY, ROBERT	9781502672315	7-12

FROM THE PALEOLITHIC PERIOD TO THE EARLY 1800S : CRO-MAGNONS	CURLEY, ROBERT	9781502672223	7-12
GAINING U.S. CITIZENSHIP	BRUEGL, HEATHER	9781502672193	5-8
GHOST BOOK	LAI, REMY	9781525309656	4-7
GHOST BOOK	LAI, REMY	9781502672162	4-7
GHOST TOWN	COLOSSAL, ERIC	9781502672131	4-8
GHOST TOWN	COLOSSAL, ERIC	9781502672254	4-8
GHOST TOWN	COLOSSAL, ERIC	9781682637173	4-8
GIANT RAYS OF HOPE : PROTECTING MANTA RAYS TO SAFEGUARD THE	NEWMAN, PATRICIA	9781683693413	4-7
THE GIRL WHO BUILT A SPIDER	BREWINGTON, GEORGE	9780316320108	4-6
THE GIRL WHO SANG : A HOLOCAUST MEMOIR OF HOPE AND SURVIVAL	NADEL, ESTELLE	9780593429877	6-8
GLITCH GIRL!	OET, RAINIE	9780063092198	5-8
GLOBAL WARMING	FAUST, DANIEL R	9781772275605	5-7
GOLD MOUNTAIN	YEE, BETTY G	9781098292508	8-12
GONE WOLF	MCBRIDE, AMBER	9781098292522	6-8
GONE WOLF	MCBRIDE, AMBER	9781098292546	6-8
GONE WOLF	MCBRIDE, AMBER	9781098292553	6-8
GOOSEBUMPS : THE SEASON 2 NOVEL	HOWARD, KATE	9780593570081	2-4
GRACIELA IN THE ABYSS	MEDINA, MEG	9780593570067	4-8
GRAVITY	BLOBAUM, CINDY	9781536243598	4-7
GRAVITY	BLOBAUM, CINDY	9798765626924	4-7
GRAVITY	BLOBAUM, CINDY	9781499476606	4-7
GREAT APES : PROTECTING OUR ANIMAL COUSINS	GUDGEON, CHRISTOPHER	9781499476590	4-8
THE GUARDIAN TEST	SOONTORNVAT, CHRISTINA	9781665971317	4-6
GUIDE TO CHINESE MYTHS	HOLT, AMY	9781665979290	5-8
GUIDE TO EGYPTIAN MYTHS	WASHBURNE, SOPHIE	9781546140986	5-8
A GUIDE TO GREEK MYTHS	BARROW, JOHANNA	9781546140993	5-8
A GUIDE TO GRIEF	IMPERI, COLE	9781546141013	5-8
GUIDE TO MESOAMERICAN MYTHS	LOMBARDO, JENNIFER	9781546141020	5-8
GUIDE TO NATIVE AMERICAN MYTHS	LOMBARDO, JENNIFER	9781039815582	5-8
A GUIDE TO ROMAN MYTHS	LOMBARDO, JENNIFER	9781039815322	5-8
HALF MOON SUMMER	VICKERS, ELAINE	9781665953009	5-8
HALF MOON SUMMER	VICKERS, ELAINE	9781669080763	5-8
HANGING WITH VAMPIRES : A TOTALLY FACTUAL FIELD GUIDE TO THE	FITZPATRICK, INSHA	9780063435148	4-6
HANNAH SHARPE, CARTOON DETECTIVE	TASHJIAN, JANET	9781536244380	4-6
HARLEY QUINN : RECKONING	ALLEN, RACHAEL	9781774881002	7-12
HARRIET TELLS THE TRUTH	ARNOLD, ELANA K	9780593806593	2-4

THE HAUNTED BLIZZARD	JOHNSTON, AVIAQ	9780593806579	7-12
THE HAUNTED HISTORY OF ALCATRAZ ISLAND	GAGNE, TAMMY	9781547611195	4-8
THE HAUNTED HISTORY OF GETTYSBURG, PENNSYLVANIA	HUDAK, HEATHER C	9781547611188	4-8
THE HAUNTED HISTORY OF SAN ANTONIO AND THE ALAMO	EDWARDS, SUE BRADFORD	9781368108249	4-8
THE HAUNTED HISTORY OF WASHINGTON, DC	MIHALY, CHRISTY	9781368115322	4-8
HAUNTED HOLIDAY	WHITE, KIERSTEN	9781454945147	4-6
HAUNTED HOLIDAY	WHITE, KIERSTEN	9781454945000	4-6
HAUNTED HOLIDAY	WHITE, KIERSTEN	9780316578509	4-6
HAVEN : A SMALL CAT'S BIG ADVENTURE	LLOYD, MEGAN WAGNER	9781635861822	3-6
HAVEN : A SMALL CAT'S BIG ADVENTURE	LLOYD, MEGAN WAGNER	9780525555056	3-6
HEAR ME	CERRA, KERRY O'MALLEY	9781678209711	5-8
HEAR ME	CERRA, KERRY O'MALLEY	9781678209704	5-8
HEROES OF GREEK MYTHOLOGY	FERRELL, DAVID L	9781250327918	5-8
HEROES OF GREEK MYTHOLOGY	FERRELL, DAVID L	9781523518241	5-8
HIDE AND SHRIEK	STINE, R L	9780063247284	4-6
HIDE AND SHRIEK	STINE, R L	9781338777208	4-6
HIDE AND SHRIEK	STINE, R L	9780593809891	4-6
HIKARU IN THE LIGHT! : 1	MATSUDA, MAI	9780593809877	4-7
HIKARU IN THE LIGHT! : 1	MATSUDA, MAI	9781665968669	4-7
HIKARU IN THE LIGHT! : 1	MATSUDA, MAI	9780063027107	4-7
HIKARU IN THE LIGHT! : 2	MATSUDA, MAI	9780063027114	4-7
HIKARU IN THE LIGHT! : 2	MATSUDA, MAI	9780593856369	4-7
HIKARU IN THE LIGHT! : 2	MATSUDA, MAI	9781464237980	4-7
HOATZIN	JOHNSON, ROBIN	9781728230559	3-6
HOATZIN	JOHNSON, ROBIN	9781728277035	3-6
HOLD ON TO YOUR HEADS!	MIEDOSO, ANDRES	9780593647004	1-3
HOMBRE LOMO	DAHL, MICHAEL	9780593811665	4-7
THE HORSE AND HIS BOY	LEWIS, C S	9780593811634	4-8
THE HOTEL BALZAAR	DICAMILLO, KATE	9780593811641	2-5
HOUSE OF ASH AND BONE	SUTHERLAND, JOEL A	9780593645642	8-12
HOUSE OF QUIET	WHITE, KIERSTEN	9780593645635	7-12
HOUSE OF QUIET	WHITE, KIERSTEN	9780593706701	7-12
HOVERGIRLS	BOWERS, GENEVA	9780593699287	7-12
HOVERGIRLS	BOWERS, GENEVA	9780062912718	7-12
HOVERGIRLS	BOWERS, GENEVA	9781098295707	7-12
HOW FAR I'LL GO : A TWISTED TALE	KENDALL, KEALA	9780823457885	7-12
HOW FAR I'LL GO : A TWISTED TALE	KENDALL, KEALA	9781338859546	7-12
HOW IT HAPPENED! PIZZA : THE COOL STORIES AND FACTS BEHIND E	TOWLER, PAIGE	9780760388365	4-6

HOW IT HAPPENED! PIZZA : THE COOL STORIES AND FACTS BEHIND E	TOWLER, PAIGE	9781665913638	4-6
HOW IT HAPPENED! PIZZA : THE COOL STORIES AND FACTS BEHIND E	TOWLER, PAIGE	9780593843772	4-6
HOW THE WORD IS PASSED (ADAPTED FOR YOUNG READERS) : REMEMBE	SMITH, CLINT	9798890980830	7-12
HOW TO BE A PERSON : 65 HUGELY USEFUL, SUPER-IMPORTANT SKILL	NEWMAN, CATHERINE	9780063119048	4-9
HOW TO FIND WHAT YOU'RE NOT LOOKING FOR	HIRANANDANI, VEERA	9781665946520	4-7
HOW TO FIND WHAT YOU'RE NOT LOOKING FOR	HIRANANDANI, VEERA	9781978535763	4-7
HOW TO IDENTIFY MEDIA BIAS	VENTURA, MARNE	9781978535756	6-12
HOW TO IDENTIFY MEDIA BIAS	VENTURA, MARNE	9781978535794	6-12
HOW TO STAY INVISIBLE	RUDD, MAGGIE C	9781978535787	5-8
HOW TO STAY INVISIBLE	RUDD, MAGGIE C	9781665974691	5-8
HOW TO STOP FREAKING OUT : THE ULTIMATE GUIDE TO KEEPING YOU	NAUMBURG, CARLA	9781665974707	6-8
I WITNESSED : THE LIZZIE BORDEN STORY	KRAATZ, JERAMEY	9781725349957	5-8
IF YOU SAILED ON THE TITANIC	PATRICK, DENISE LEWIS	9781725349940	2-5
IMPOSSIBLE CREATURES	RUNDELL, KATHERINE	9780525579045	4-8
IMPOSSIBLE CREATURES	RUNDELL, KATHERINE	9781481479806	4-8
THE INCORRUPTIBLES	MAGAZINER, LAUREN	9781725349971	4-7
INK GIRLS	NIJKAMP, MARIEKE	9781725349988	4-7
INK GIRLS	NIJKAMP, MARIEKE	9781098295714	4-7
INK GIRLS	NIJKAMP, MARIEKE	9780062839510	4-7
INTO THE RAPIDS	BRADEN, ANN	9781536232523	4-7
THE ISLAND OF FORGOTTEN GODS	PINEIRO, VICTOR	9781662640414	4-8
THE ISLAND OF FORGOTTEN GODS	PINEIRO, VICTOR	9781662640407	4-8
THE ISLAND OF FORGOTTEN GODS	PINEIRO, VICTOR	9781662640605	4-8
ISLE OF EVER	CALONITA, JEN	9781662640599	5-7
IT CAME FROM THE TREES	RUSSELL, ALLY	9781662640889	5-8
IT CAME FROM THE TREES	RUSSELL, ALLY	9781662640872	5-8
IT'S WATCHING	CURRIE, LINDSAY	9780063207905	4-6
IT'S WATCHING	CURRIE, LINDSAY	9780063207899	4-6
IT'S WATCHING	CURRIE, LINDSAY	9798765619452	4-6
JUNIE B. JONES AND THE STUPID SMELLY BUS	PARK, BARBARA	9798765625224	2-5
JUNIE B. JONES AND THE STUPID SMELLY BUS	PARK, BARBARA	9780823458288	2-5
JUNIE B. JONES AND THE STUPID SMELLY BUS	PARK, BARBARA	9780593705865	2-5

JUNIE B. JONES AND THE STUPID SMELLY BUS	PARK, BARBARA	9780593705841	2-5
KAREEM BETWEEN	SAFADI, SHIFA SALTAGI	9780593705858	5-8
THE KATE IN BETWEEN	SWINARSKI, CLAIRE	9781098293345	4-7
THE KATE IN BETWEEN	SWINARSKI, CLAIRE	9781098293390	4-7
KATE MIDDLETON : PRINCESS OF WALES	MILLER, MARIE-THERESE	9780374311872	4-7
KAYA OF THE OCEAN	HUANG, GLORIA L	9780374311865	4-6
KEY PLAYER	YANG, KELLY	9781787081369	4-7
KEY PLAYER	YANG, KELLY	9781947808324	4-7
A KIDS' GUIDE TO THE NATIONAL BASEBALL HALL OF FAME : THE GREA	BUCKLEY, JAMES	9781646146277	4-8
KIN : ROOTED IN HOPE	WEATHERFORD, CAROLE BOSTON	9780593111307	7-10
KIN : ROOTED IN HOPE	WEATHERFORD, CAROLE BOSTON	9781665943321	7-10
KNOWLEDGE A VISUAL COMPENDIUM : MAKING SENSE OF OUR WORLD		9781665943338	5-10
EL LADRON DEL RAYO	RIORDAN, RICK	9780823455638	5-8
EL LADRON DEL RAYO	RIORDAN, RICK	9798892502160	5-8
LAND OF BROKEN PROMISES	KUO, JANE	9781787081338	4-6
THE LAST DRAGON ON MARS	REINTGEN, SCOTT	9781524886455	5-8
LEARN ABOUT LATITUDE AND LONGITUDE	ARNEZ, LYNDA	9781524886462	2-5
LEARN ABOUT LATITUDE AND LONGITUDE	ARNEZ, LYNDA	9781250784155	2-5
LEARN ABOUT READING MAP KEYS	ARNEZ, LYNDA	9781250784148	2-5
LEARN ABOUT READING MAP KEYS	ARNEZ, LYNDA	9781546142553	2-5
THE LEGEND OF SLEEPY HOLLOW & OTHER STORIES	IRVING, WASHINGTON	9781546142560	7-12
THE LEGEND OF SLEEPY HOLLOW & OTHER STORIES	IRVING, WASHINGTON	9781546142584	7-12
THE LEGEND OF SLEEPY HOLLOW & OTHER STORIES	IRVING, WASHINGTON	9781546142591	7-12
LET'S CELEBRATE! : 10 FUN EXPERIMENTS FOR THE HOLIDAYS	KLATTE, KATHLEEN A	9798765619490	4-8
LET'S CELEBRATE! : 10 FUN EXPERIMENTS FOR THE HOLIDAYS	KLATTE, KATHLEEN A	9798765625200	4-8
LIBRARY OF UNRULY TREASURES	BIRDSALL, JEANNE	9798765610039	3-5
LIFE IN MOTION : AN UNLIKELY BALLERINA : YOUNG READER'S EDIT	COPELAND, MISTY	9780593898765	4-7
LIFE IN MOTION : AN UNLIKELY BALLERINA : YOUNG READER'S EDIT	COPELAND, MISTY	9781250362643	4-7
LIFE SCIENCE : 10 FUN PROJECTS ABOUT BIOLOGY	KLATTE, KATHLEEN A	9780593570029	4-8

LIFE SCIENCE : 10 FUN PROJECTS ABOUT BIOLOGY	KLATTE, KATHLEEN A	9780593570043	4-8
LOLA TUNG : EMERGING ACTRESS AND MODEL	SPALDING, MADDIE	9780823458561	4-7
LOST LEGENDS OF NOTHING	GREEN, ALEJANDRA	9798892502177	5-8
LOUDER THAN HUNGER	SCHU, JOHN	9781481465847	6-8
LOUDER THAN HUNGER	SCHU, JOHN	9781250362650	6-8
THE LOVE REPORT : 1	BEKA	9798217002405	5-9
THE LOVE REPORT : 1	BEKA	9781665903080	5-9
THE LOVE REPORT : 2	BEKA	9780744309584	5-9
THE LOVE REPORT : 2	BEKA	9780744309607	5-9
THE LOVE REPORT : 3	BEKA	9781039815186	5-9
THE LOVE REPORT : 3	BEKA	9781338826746	5-9
LU AND REN'S GUIDE TO GEOZOOLOGY	HSIEH, ANGELA	9781250142337	4-7
LU AND REN'S GUIDE TO GEOZOOLOGY	HSIEH, ANGELA	9781250840882	4-7
LU AND REN'S GUIDE TO GEOZOOLOGY	HSIEH, ANGELA	9781678209285	4-7
MACHINES THROUGH THE AGES : FROM FURNACES TO FACTORIES	WOODS, MICHAEL	9781978542907	6-12
MACHINES THROUGH THE AGES : FROM FURNACES TO FACTORIES	WOODS, MICHAEL	9781978542914	6-12
MAEVE MULVANEY HAS HAD ENOUGH	MANGAN, KELLY	9780063309081	6-8
MAGIC TREE HOUSE FACT TRACKER GRAPHIC NOVEL : DINOSAURS	OSBORNE, MARY POPE	9781250749734	2-5
MAGIC TREE HOUSE FACT TRACKER GRAPHIC NOVEL : DINOSAURS	OSBORNE, MARY POPE	9781250866516	2-5
MAGIC TREE HOUSE FACT TRACKER GRAPHIC NOVEL : DINOSAURS	OSBORNE, MARY POPE	9798892502108	2-5
MAGIC TREE HOUSE FACT TRACKER GRAPHIC NOVEL : DINOSAURS	OSBORNE, MARY POPE	9781250869807	2-5
MAKING BOOKS	BURLING, ALEXIS	9780593699515	6-12
MAKING WEB CONTENT	JASKULKA, MARIE	9781250344991	6-12
MALCOLM LIVES! : THE OFFICIAL BIOGRAPHY OF MALCOLM X FOR YOUNG READERS	KENDI, IBRAM X	9781534477636	7-12
MALCOLM LIVES! : THE OFFICIAL BIOGRAPHY OF MALCOLM X FOR YOUNG READERS	KENDI, IBRAM X	9781916526167	7-12

MALCOLM LIVES! : THE OFFICIAL BIOGRAPHY OF MALCOLM X FOR YOUNG READERS	KENDI, IBRAM X	9781662680595	7-12
MANDELA		9781662680601	4-8
MANGA CLASSICS SHERLOCK HOLMES : 1 : A STUDY IN SCARLET	DOYLE, ARTHUR CONAN	9781728259536	8-12
MANGA CLASSICS SHERLOCK HOLMES : 1 : A STUDY IN SCARLET	DOYLE, ARTHUR CONAN	9781728271415	8-12
MANI SEMILLA FINDS HER QUETZAL VOICE	LAPERA, ANNA	9781668927434	5-8
THE MANY MEANINGS OF MEILAN	WANG, ANDREA	9781668928486	4-7
THE MANY MEANINGS OF MEILAN	WANG, ANDREA	9781668939369	4-7
THE MANY MISFORTUNES OF EUGENIA WANG	YAN, STAN	9781338762464	4-6
THE MANY MISFORTUNES OF EUGENIA WANG	YAN, STAN	9781678211899	4-6
MANY VOICES : BUILDING ERIE, THE CANAL THAT CHANGED AMERICA	LAWLOR, LAURIE	9781678211882	5-9
MARGOT ROBBIE	WHALEN, LAUREN EMILY	9781098296094	4-8
MARIE CURIE	PIERCE, NICK	9780735228573	4-8
MASKS : A GRAPHIC NOVEL	RAE, MARGARET	9781338068559	5-8
MASKS : A GRAPHIC NOVEL	RAE, MARGARET	9781546176473	5-8
MATCH POINT!	GALLEGOS, MADDIE	9781250877611	6-8
MATCH POINT!	GALLEGOS, MADDIE	9780063360921	6-8
MATCH POINT!	GALLEGOS, MADDIE	9780593175248	6-8
MECHA-UDE : MECHANICAL ARMS : 1	KOYOKA, YOSHINO	9780062275158	4-7
MECHA-UDE : MECHANICAL ARMS : 1	KOYOKA, YOSHINO	9780062275165	4-7
MECHA-UDE : MECHANICAL ARMS : 2	KOYOKA, YOSHINO	9781665951906	4-7
MECHA-UDE : MECHANICAL ARMS : 2	KOYOKA, YOSHINO	9780593616291	4-7
MEDICINE THROUGH THE AGES : FROM ACUPUNCTURE TO ANTIBIOTICS	WOODS, MICHAEL	9781459838956	6-12
MEDICINE THROUGH THE AGES : FROM ACUPUNCTURE TO ANTIBIOTICS	WOODS, MICHAEL	9780823456048	6-12
MEDICINE THROUGH THE AGES : FROM ACUPUNCTURE TO ANTIBIOTICS	WOODS, MICHAEL	9798225012328	6-12
THE MEMORY SPINNER	CORNWELL, C M	9781643754017	4-7
THE MEMORY THIEVES	CLAYTON, DHONIELLE	9781419775635	5-7
THE MEMORY THIEVES	CLAYTON, DHONIELLE	9798887073392	5-7
MENACING MANOR	WHITE, KIERSTEN	9781250326980	4-6

MENACING MANOR	WHITE, KIERSTEN	9780062935588	4-6
MENACING MANOR	WHITE, KIERSTEN	9780062935595	4-6
METAMORPHOSIS OF BUNNY BAXTER	ROBERTS, BARBARA CARROLL	9781324082132	5-8
MICHAEL B. JORDAN	SIPPERLEY, KELI	9781324082149	4-8
MID-AIR	WILLIAMS, ALICIA D	9781338275865	5-8
MID-AIR	WILLIAMS, ALICIA D	9781665912617	5-8
THE MIDNIGHT CHILDREN	GEMEINHART, DAN	9781665912624	4-8
THE MIDNIGHT CHILDREN	GEMEINHART, DAN	9781665980418	4-8
THE MIDWATCH INSTITUTE FOR WAYWARD GIRLS	ROSSELL, JUDITH	9781665980425	4-6
MISFIT MANSION	DAVAULT, KAY	9781773219530	5-8
A MISFORTUNE OF LAKE MONSTERS	WOLVERTON, NICOLE M	9781773219547	8-12
A MISFORTUNE OF LAKE MONSTERS	WOLVERTON, NICOLE M	9781338832723	8-12
MISINFORMATION, DISINFORMATION, AND CENSORSHIP	HUDAK, HEATHER C	9780786273621	6-8
MIXED UP	KORMAN, GORDON	9781534499959	4-6
MIXED UP	KORMAN, GORDON	9781669080787	4-6
MIXED-UP	GARCIA, KAMI	9781338832693	3-6
MIXED-UP	GARCIA, KAMI	9781536229608	3-6
MIXED-UP	GARCIA, KAMI	9781536237788	3-6
MODERN SLAVERY AND HUMAN TRAFFICKING	RADLEY, GAIL	9781338029437	6-12
MOLECULES	ROESSER, MARIE	9781978542969	3-6
MOLECULES	ROESSER, MARIE	9781978542976	3-6
THE MONKEY TRIAL : JOHN SCOPES AND THE BATTLE OVER TEACHING EVOL	SANCHEZ, ANITA	9781543398168	4-6
THE MONKEY TRIAL : JOHN SCOPES AND THE BATTLE OVER TEACHING EVOL	SANCHEZ, ANITA	9781978542990	4-6
MONSTER LOCKER : 1	AGUIRRE, JORGE	9781978543003	4-8
MONSTER LOCKER : 1	AGUIRRE, JORGE	9781538287569	4-8
MOONWALKING	ELLIOTT, ZETTA	9781944020903	6-8
MOONWALKING	ELLIOTT, ZETTA	9781944020804	6-8
MOSQUITOES INFECT	OSORNIO, CATHERINE	9781338575040	5-9
MOST ARDENTLY : A PRIDE & PREJUDICE REMIX	NOVOA, GABE COLE	9781250314864	8-12
MOUNTAIN UPSIDE DOWN	RYAN, SARA	9781797235592	5-8
MOUSE AND HIS DOG	APPLEGATE, KATHERINE	9781662660214	4-6
MOUSE AND HIS DOG	APPLEGATE, KATHERINE	9781668947111	4-6
MY NEST OF SILENCE	FAULKNER, MATT	9780593697948	5-8
MY NEST OF SILENCE	FAULKNER, MATT	9780744311266	5-8
MYSTERIOUS DISAPPEARANCES : INVESTIGATING HISTORY'S MYSTERIES	SPILSBURY, LOUISE	9781523515868	5-8

MYSTERIOUS VIRGINIA HALL : WORLD WAR II'S MOST DANGEROUS SPY	FRIDDELL, CLAUDIA	9781641900355	7-12
MYSTERIOUS VIRGINIA HALL : WORLD WAR II'S MOST DANGEROUS SPY	FRIDDELL, CLAUDIA	9781641900362	7-12
THE MYSTERY OF LOCKED ROOMS	CURRIE, LINDSAY	9780358381693	4-8
THE MYSTERY OF THE RADCLIFFE RIDDLE	SOUDERS, TARYN	9781536239874	4-7
THE MYSTERY OF THE RADCLIFFE RIDDLE	SOUDERS, TARYN	9780593615614	4-7
NATURE'S MONUMENTS	BELL, SAMANTHA	9780716654964	4-7
NATURE'S MONUMENTS	BELL, SAMANTHA	9781678208141	4-7
NERDING OUT ABOUT ROLE-PLAYING	LOH-HAGAN, VIRGINIA	9781678209049	5-8
THE NEW GIRL : A GRAPHIC NOVEL	CALIN, CASSANDRA	9781678209063	4-8
NFL SUPER BOWL : THE GREATEST CHAMPIONSHIPS OF ALL TIME	GALLAGHER, JIM	9781678209087	7-12
NFL SUPER BOWL : THE GREATEST CHAMPIONSHIPS OF ALL TIME	GALLAGHER, JIM	9781678209100	7-12
NHL ENCYCLOPEDIA	CLARKE, DAVID J	9781678209124	5-7
THE NIGHT WAR	BRADLEY, KIMBERLY BRUBAKER	9781678209148	4-7
EL NINO	RYAN, PAM MUNOZ	9798888221815	4-7
NINO : (SPANISH)	RYAN, PAM MUNOZ	9780063067479	4-7
NINO : (SPANISH)	RYAN, PAM MUNOZ	9781631639166	4-7
NO PLACE LIKE HOME	BIRD, JAMES	9780593855782	6-8
NO PLACE LIKE HOME	BIRD, JAMES	9781668927410	6-8
NO PURCHASE NECESSARY	MARIANAYAGAM, MARIA	9781668928462	4-8
NOT AN EASY WIN	GILES, CHRYSTAL D	9780593621189	5-8
NOT AN EASY WIN	GILES, CHRYSTAL D	9780593621172	5-8
NOT QUITE A GHOST	URSU, ANNE	9780593483589	4-7
NOT QUITE A GHOST	URSU, ANNE	9780593483619	4-7
NOT QUITE A GHOST	URSU, ANNE	9781641901567	4-7
OATHBOUND	DEONN, TRACY	9781641901550	8-12
OCTOPUS MOON	PYRON, BOBBIE	9781416968269	4-8
OCTOPUS OCEAN : GENIUSES OF THE DEEP	LEIREN-YOUNG, MARK	9781419760242	4-8
ODE TO A NOBODY	DUBOIS, CAROLINE BROOKS	9781250370167	5-8
ODE TO A NOBODY	DUBOIS, CAROLINE BROOKS	9781338733969	5-8
THE OFFICIAL SKIBIDI TOILET SURVIVAL GUIDE		9781338733976	
THE OGRESS AND THE ORPHANS	BARNHILL, KELLY	9780316592857	4-8
THE OGRESS AND THE ORPHANS	BARNHILL, KELLY	9781678209322	4-8
ON AGAIN, AWKWARD AGAIN	KELLY, ERIN ENTRADA	9781459837072	7-12

ON AGAIN, AWKWARD AGAIN	KELLY, ERIN ENTRADA	9798892502184	7-12
ONCE FOR YES	MILLINGTON, ALLIE	9781646032037	4-7
ONE CRAZY SUMMER : THE GRAPHIC NOVEL	WILLIAMS-GARCIA, RITA	9781623543242	4-7
ONE CRAZY SUMMER : THE GRAPHIC NOVEL	WILLIAMS-GARCIA, RITA	9798892325202	4-7
ONE CRAZY SUMMER : THE GRAPHIC NOVEL	WILLIAMS-GARCIA, RITA	9781665957632	4-7
ONE LITTLE GOAT : A PASSOVER CATASTROPHE	HORN, DARA	9781541996748	7-12
ONE LITTLE GOAT : A PASSOVER CATASTROPHE	HORN, DARA	9781338859287	7-12
ONE WRONG STEP	NIELSEN, JENNIFER A	9798892502191	4-7
ONYEKA AND THE ACADEMY OF THE SUN	OKOGWU, TOLA	9781338701999	4-8
ONYEKA AND THE ACADEMY OF THE SUN	OKOGWU, TOLA	9780316600262	4-8
ONYEKA AND THE ACADEMY OF THE SUN	OKOGWU, TOLA	9780593705605	4-8
OPEN WIDE	EERIE, I M	9781669080770	4-6
OPEN WIDE	EERIE, I M	9781250793805	4-6
OURS TO TELL : RECLAIMING INDIGENOUS STORIES	YELLOWHORN, ELDON	9781339015033	7-12
OURS TO TELL : RECLAIMING INDIGENOUS STORIES	YELLOWHORN, ELDON	9781510784505	7-12
OUTSIDER KIDS	TANG, BETTY C	9780823457755	4-8
THE OUTSIDERS : (LARGE PRINT)	HINTON, S E	9780062495655	7-10
PAINTING THE GAME	MACLACHLAN, PATRICIA	9780593897027	4-6
PAINTING THE GAME	MACLACHLAN, PATRICIA	9781338678871	4-6
PAJE PERDIDO	DAHL, MICHAEL	9781637152379	4-7
PARACHUTE KIDS	TANG, BETTY C	9798892502207	4-8
THE PATRON THIEF OF BREAD	EAGAR, LINDSAY	9780711297807	6-8
THE PATRON THIEF OF BREAD	EAGAR, LINDSAY	9781779505026	6-8
PEACH THIEF	SMITH, LINDA JOAN	9781725352254	5-8
PEARL : A GRAPHIC NOVEL	SMITH, SHERRI L	9781725352261	5-8
THE PERIODIC TABLE	ROESSER, MARIE	9780063069596	3-6
THE PERIODIC TABLE	ROESSER, MARIE	9780063069602	3-6
UN PERRO VERDE CON ANTENAS	MARIA FERNANDA HEREDIA	9781678208189	3-5
THE PH SCALE	ROESSER, MARIE	9781098295721	3-6
THE PH SCALE	ROESSER, MARIE	9781419763595	3-6
PHOTOGRAPHS	NELSON, KRISTEN RAJCZAK	9780593125519	2-5
PIPPA PARK CRUSH AT FIRST SIGHT	YUN, ERIN	9781984897022	5-7
PIPPA PARK CRUSH AT FIRST SIGHT	YUN, ERIN	9781838740740	5-7
PIPPA PARK CRUSH AT FIRST SIGHT	YUN, ERIN	9781678205881	5-7
PIZZA FACE	OGLE, REX	9781419770135	4-8

PLAIN JANE AND THE MERMAID	BROSGOL, VERA	9781098292478	5-8
POETRY COMICS	SNIDER, GRANT	9781250906045	3-6
POETRY COMICS	SNIDER, GRANT	9781419765575	3-6
POETRY OF CAR MECHANICS	STEMPLE, HEIDI E Y	9781419765582	7-10
POLITICAL PARTIES	BELL, SAMANTHA	9781647008789	4-8
POPCORN	HARRELL, ROB	9781665963701	4-8
THE PREMONITIONS CLUB	WOMACK, GWENDOLYN	9781665963725	8-12
THE PRESIDENTS DECODED : A GUIDE TO THE LEADERS WHO SHAPED OUR NATION	KENNEDY, KATIE	9781978539020	5-8
PRODUCERS AND CONSUMERS	WILDEN, SLOANE	9781978539013	1-5
PRODUCERS AND CONSUMERS	WILDEN, SLOANE	9781773217666	1-5
PROJECT NOUGHT	FUREDI, CHELSEY	9781773217673	8-12
PROJECT NOUGHT	FUREDI, CHELSEY	9798888774380	8-12
THE PUPPETS OF SPELHORST	DICAMILLO, KATE	9781665922265	2-5
THE PUPPETS OF SPELHORST	DICAMILLO, KATE	9781338849325	2-5
PUZZLED : A MEMOIR ABOUT GROWING UP WITH OCD	COOKE, PAN	9781338849332	6-8
QUANTUM COMPUTERS AND OTHER QUANTUM TECH	JACKSON, TOM	9781546148470	
QUICK GUIDE TO EVALUATING INFORMATION ONLINE	STEFFENS, BRADLEY	9781546148494	7-12
QUICK GUIDE TO INSURANCE	ROWLEY, KRIS ERICKSON	9780823456109	6-12
QUICK GUIDE TO JOBS AND TAXES	VENTURA, MARNE	9781640269194	6-12
QUICK GUIDE TO LIVING ON A BUDGET	CROOKS-JOHNSON, JENNY	9780823456444	6-12
QUICK GUIDE TO LOANS AND CREDIT	VENTURA, MARNE	9798893592641	6-12
QUICK GUIDE TO RENTING	VENTURA, MARNE	9798893592726	6-12
QUICK GUIDE TO SAVING AND INVESTING	ROWLEY, KRIS ERICKSON	9780789214973	6-12
QUOKKA	GRODZICKI, JENNA	9781978542938	2-5
THE RABBIT'S GIFT	VITALIS, JESSICA	9781978542945	4-6
THE RABBIT'S GIFT	VITALIS, JESSICA	9780823455737	4-6
RACING THE CLOUDS	DUNLAP, SYDNEY	9780823449781	6-8
RADIANT	NELSON, VAUNDA MICHEAUX	9781978536623	6-8
RAREST PLACES	BELL, SAMANTHA	9781978536654	4-7
RAREST PLACES	BELL, SAMANTHA	9780063115859	4-7
THE RAVEN BOYS : THE GRAPHIC NOVEL	STIEFVATER, MAGGIE	9781665950473	8-12
THE RAVEN BOYS : THE GRAPHIC NOVEL	STIEFVATER, MAGGIE	9780593176931	8-12
THE RAVEN BOYS : THE GRAPHIC NOVEL	STIEFVATER, MAGGIE	9780593176948	8-12
RAVENFALL	JOSEPHSON, KALYN	9780593176924	5-8
RAVENFALL	JOSEPHSON, KALYN	9781665950671	5-8

RAVENFALL	JOSEPHSON, KALYN	9781546171461	5-8
READING MAPS	HARTS, MARIE	9781546171478	3-5
READING MAPS	HARTS, MARIE	9780593378489	3-5
REBELLION, 1776	ANDERSON, LAURIE HALSE	9780593378519	6-8
RECIPES FOR CHANGE : 12 DISHES INSPIRED BY A YEAR IN BLACK HISTORY	PLATT, MICHAEL	9780593899939	1-4
RED HOT SALSA : BILINGUAL POEMS ON BEING YOUNG AND LATINO IN	CARLSON, LORI MARIE	9780593899922	8-12
REFUGEE : THE GRAPHIC NOVEL	GRATZ, ALAN	9780897334532	5-8
REFUGEE : THE GRAPHIC NOVEL	GRATZ, ALAN	9781665919937	5-8
REFUGEE : THE GRAPHIC NOVEL	GRATZ, ALAN	9781665919944	5-8
REMEMBER MY STORY : A GIRL, A HOLOCAUST SURVIVOR, AND A FRIE	SARNOWSKI, CLAIRE	9781338671599	6-8
REMEMBER MY STORY : A GIRL, A HOLOCAUST SURVIVOR, AND A FRIE	SARNOWSKI, CLAIRE	9780823456819	6-8
REPRODUCTIVE RIGHTS	GAGNE, TAMMY	9781668920367	6-12
THE RIDE HOME	ANDERSON-DARGATZ, GAIL	9781668919347	7-9
THE RIDE HOME	ANDERSON-DARGATZ, GAIL	9781464258961	7-9
RIHANNA	RECTOR, REBECCA KRAFT	9780593425312	4-8
RIPPED AWAY	VERNICK, SHIRLEY REVA	9781668947487	6-9
RIPPED AWAY	VERNICK, SHIRLEY REVA	9781665917674	6-9
RIPPLE EFFECT	CAPRARA, REBECCA	9781678210113	5-7
THE RISE AND FALL OF THE MAYA CIVILIZATION	FAUST, D R	9781678210106	5-7
THE RISE AND FALL OF THE MAYA CIVILIZATION	FAUST, D R	9781678207748	5-7
RIVER OF SPIRITS	TARGOSZ, SHANA	9781678208226	4-6
RONALD REAGAN BECOMES US PRESIDENT : THE LUCKIEST PRESIDENT, HIS LIFE AND POLITICAL SUCCESS		9781779517999	7
THE RUBY CODE	KHOURY, JESSICA	9781799501251	4-7
RYAN REYNOLDS	DALGLEISH, SHARON	9781728297095	4-8
THE SALT THIEF : GANDHI'S HEROIC MARCH TO FREEDOM	BASCOMB, NEAL	9781668919569	8-12
THE SALT THIEF : GANDHI'S HEROIC MARCH TO FREEDOM	BASCOMB, NEAL	9781668920589	8-12
THE SAME BACKWARD AS FORWARD	BARNES, JENNIFER LYNN	9781668920534	7-12
SAME PAGE	SWARTZ, ELLY	9781668919552	5-8
SAQUEADOR DE TOMOS	DAHL, MICHAEL	9781668920572	4-7
SAVING SUNSHINE	FARUQI, SAADIA	9781668920558	4-7
SAY MY NAME! SAY MY NAME!	STINE, R L	9781250757814	4-6
SAY MY NAME! SAY MY NAME!	STINE, R L	9781250757821	4-6

SCARY STORIES TO TELL AT NIGHT : 13 MORE TERRIFYING TALES TO	JONES, STEPHEN	9781338305722	4-7
SCATTERGOOD	BOUWMAN, H M	9798765638972	4-8
SCREAM AND SCREAM AGAIN! : SPOOKY STORIES FROM MYSTERY WRITE	STINE, R L	9798765610091	4-6
SCREECH SCHOOL	KILLICK, JENNIFER	9780063296251	4-8
THE SECRET BATTLE OF EVAN PAO	SHANG, WENDY WAN-LONG	9780063296244	4-6
THE SECRET BATTLE OF EVAN PAO	SHANG, WENDY WAN-LONG	9781546122746	4-6
SECRETS OF CAMP WHATEVER : 3 : THE WITCHING HOUR	GRINE, CHRIS	9781482468151	4-7
SECRETS OF CAMP WHATEVER : 3 : THE WITCHING HOUR	GRINE, CHRIS	9781482468144	4-7
SELENA GOMEZ	TAYLOR, SUSAN JOHNSTON	9781990778032	4-8
SERIOUSLY HAPPY : 10 LIFE-CHANGING PHILOSOPHY LESSONS FROM STOICISM TO ZEN TO SUPERCHARGE YOUR MINDSET	ALDRIDGE, BEN	9781990778025	7-12
SHAZAM! THUNDERCRACK	MERCADO, YEHUDI	9781990778070	3-7
SHAZAM! THUNDERCRACK	MERCADO, YEHUDI	9781990778063	3-7
SHOOTING STARS	WASHBURNE, SOPHIE	9781433840487	2-4
SHOOTING STARS	WASHBURNE, SOPHIE	9780374391850	2-4
SHOT CLOCK	BUTLER, CARON	9780374391867	6-8
SHOT CLOCK	BUTLER, CARON	9781039815605	6-8
SHOT CLOCK	BUTLER, CARON	9781039815346	6-8
SIGNS OF DISTRESS : RECOGNIZING AND HELPING SOMEONE IN NEED	MOUNT, SARA ROWE	9780316592987	6-12
SIMONE BILES : GYMNASTICS LEGEND	WILLIAMS, HALEY	9781250346636	4-7
SINISTER SISTERS AND OTHER TERRIFYING TALES	BROWN, ROSEANNE A	9780062973900	4-8
SINISTER SISTERS AND OTHER TERRIFYING TALES	BROWN, ROSEANNE A	9780062973894	4-8
SINK OR SWIM	DURFEY-LAVOIE, LEE	9781339036335	4-6
SINK OR SWIM	DURFEY-LAVOIE, LEE	9781339036342	4-6
SINK OR SWIM	DURFEY-LAVOIE, LEE	9781536239041	4-6
SISTERS OF THE MIST	SPAAIJ, MARLYN	9781534489875	5-8
SISTERS OF THE MIST	SPAAIJ, MARLYN	9781499477283	5-8
SLEEP-DEPRIVED NATION : WHY SLEEP MATTERS	NARDO, DON	9780593379097	6-12
SMOKE & MIRRORS	RANSAW, ROSALYN	9780593379110	4-7
SOCCER STRATEGIES	CLARKE, DAVID J	9781250899835	4-8
THE SONG OF ORPHAN'S GARDEN	HEWITT, NICOLE M	9780063311299	4-6

SONG OF THE LIONESS : 1 : ALANNA	PIERCE, TAMORA	9781250835307	7-12
SONG OF THE LIONESS : 1 : ALANNA	PIERCE, TAMORA	9781250835314	7-12
SONG OF THE LIONESS : 1 : ALANNA	PIERCE, TAMORA	9781250367419	7-12
SONG OF THE LIONESS : 1 : ALANNA	PIERCE, TAMORA	9798765610077	7-12
SOULMATCH	DANZENBAKER, REBECCA	9781731657237	7-12
SOULMATCH	DANZENBAKER, REBECCA	9781541603295	7-12
SOUND	RILEY, PETER	9781250391933	2-5
SOUND	RILEY, PETER	9781250806871	2-5
SPACE ON EARTH : HOW THINKING LIKE AN ASTRONAUT CAN HELP SAV	WILLIAMS, DAVE	9781250379399	4-7
SPACE ON EARTH : HOW THINKING LIKE AN ASTRONAUT CAN HELP SAV	WILLIAMS, DAVE	9781250772862	4-7
SPACEWALKING WITH YOU : 1	DORONODA, INUHIKO	9781623544331	7-12
SPEAKING OF AMERICA : UNITED STATES PRESIDENTS AND THE WORDS	COHEN, JARED	9781665950817	3-5
SPEECHLESS : A GRAPHIC NOVEL	STEINKE, ARON NELS	9781665950824	4-7
SPEECHLESS : A GRAPHIC NOVEL	STEINKE, ARON NELS	9780374390457	4-7
SPEECHLESS : A GRAPHIC NOVEL	STEINKE, ARON NELS	9781665966443	4-7
SPIDER-MAN : ORIGINAL MANGA : SHADOW WARRIOR	AOKI, SHOGO	9781665966436	5-8
SPIDER-MAN : ORIGINAL MANGA : SHADOW WARRIOR	AOKI, SHOGO	9781524741600	5-8
THE STAR THAT ALWAYS STAYS	JOHNSON, ANNA ROSE	9780063384941	5-8
THE STAR THAT ALWAYS STAYS	JOHNSON, ANNA ROSE	9780063384910	5-8
STARBUCKS	DELL, PAMELA	9781682636831	7-10
STARRY, STARRY HEIST	BRINER, KAREN	9781665939751	4-6
THE STARS	MCMULLEN, GEMMA	9780063327757	3-5
THE STARS	MCMULLEN, GEMMA	9780358672500	3-5
STARS OF THE NBA	KJARTANSSON, KJARTAN ATLI	9781623543020	2-7
STATES OF MATTER	ROESSER, MARIE	9781368098458	3-6
STATES OF MATTER	ROESSER, MARIE	9781339042442	3-6
STORIES OF THE ISLANDS	ANGKASA, CLAR	9781546110514	6-8
STORIES OF THE ISLANDS	ANGKASA, CLAR	9780063082069	6-8
STORIES OF THE ISLANDS	ANGKASA, CLAR	9780063082076	6-8
THE STORY OF BILLY THE KID	LOWE, LINDSEY	9780316578578	5-8
THE STORY OF BLACKBEARD	LOWE, LINDSEY	9780316578585	5-8
THE STRONGEST HEART	FARUQI, SAADIA	9781419763571	5-8
A STUDY IN SECRETS	FLORENCE, DEBBI MICHIKO	9780063285774	4-7

THE SUBTLE KNIFE : THE GRAPHIC NOVEL	MELCHIOR, STEPHANE	9780063285767	5-9
THE SUBTLE KNIFE : THE GRAPHIC NOVEL	MELCHIOR, STEPHANE	9781250853301	5-9
THE SUBTLE KNIFE : THE GRAPHIC NOVEL	MELCHIOR, STEPHANE	9781250362667	5-9
THE SUBTLE KNIFE : THE GRAPHIC NOVEL	MELCHIOR, STEPHANE	9781499477214	5-9
SUENOS SALVAJES	ENGLE, MARGARITA	9780316462143	7-12
SUNRISE ON THE REAPING	COLLINS, SUZANNE	9781338882360	7-12
SUNRISE ON THE REAPING	COLLINS, SUZANNE	9781338882377	7-12
SUNRISE ON THE REAPING	COLLINS, SUZANNE	9780593379059	7-12
SUPER PANCAKE : 2 : SUPER PANCAKE AND THE MINI MUFFIN MAYHEM	LLOYD, MEGAN WAGNER	9780062985699	2-5
SUPER PANCAKE : 2 : SUPER PANCAKE AND THE MINI MUFFIN MAYHEM	LLOYD, MEGAN WAGNER	9780063008168	2-5
SUPER PANCAKE : 2 : SUPER PANCAKE AND THE MINI MUFFIN MAYHEM	LLOYD, MEGAN WAGNER	9780744081435	2-5
SUPER PANCAKE : 3 : SUPER PANCAKE AND THE TERRIBLE TOAST	LLOYD, MEGAN WAGNER	9780744098808	2-5
SUPER PANCAKE : 3 : SUPER PANCAKE AND THE TERRIBLE TOAST	LLOYD, MEGAN WAGNER	9780593323427	2-5
SUPER PANCAKE : 3 : SUPER PANCAKE AND THE TERRIBLE TOAST	LLOYD, MEGAN WAGNER	9780063355668	2-5
SUPERPOD : SAVING THE ENDANGERED ORCAS OF THE PACIFIC NORTHWEST	NICKUM, NORA	9781665963602	5-7
SUPERPOD : SAVING THE ENDANGERED ORCAS OF THE PACIFIC NORTHWEST	NICKUM, NORA	9798890429087	5-7
SUSIE KING TAYLOR	DUNBAR, ERICA ARMSTRONG	9781459838895	5-8
SUSIE KING TAYLOR	DUNBAR, ERICA ARMSTRONG	9781638892007	5-8
SUSIE KING TAYLOR	DUNBAR, ERICA ARMSTRONG	9781459834538	5-8
SWEET AND SOUR	FLORENCE, DEBBI MICHIKO	9781250346872	5-7
TABLE TITANS CLUB : 1	KURTZ, SCOTT	9780593562772	4-8
TABLE TITANS CLUB : 1	KURTZ, SCOTT	9781338777215	4-8
TALKING ABOUT RELIGION	HILLIARD, LACEY	9781665938044	2-5
TALKING ABOUT RELIGION	HILLIARD, LACEY	9781250863294	2-5
TASTES LIKE CANDY	LACY, JESSICA	9781338893205	7-10
TASTY : A HISTORY OF YUMMY EXPERIMENTS	ELLIOTT, VICTORIA GRACE	9781797206387	4-7
TAYLOR SWIFT'S SWIFTIES	LOH-HAGAN, VIRGINIA	9781427881489	5-8
TEAR THIS DOWN	DEE, BARBARA	9781250843074	5-8
TEEN CULTURE ACROSS THE GENERATIONS	ROCKLER, NAOMI	9781250362636	7-12

TEEN CULTURE ACROSS THE GENERATIONS	ROCKLER, NAOMI	9781338045840	7-12
TEEN GUIDE TO LIFE SKILLS	CURRIE-MCGHEE, LEANNE	9781250810434	7-12
TEEN GUIDE TO MANAGING MONEY	DIGGS, BARBARA	9781419745850	7-12
TEEN TITANS : STARFIRE	GARCIA, KAMI	9781250850478	8-12
TEEN TITANS : STARFIRE	GARCIA, KAMI	9781647410100	8-12
TEEN TITANS : STARFIRE	GARCIA, KAMI	9781682637173	8-12
A THOUSAND BROKEN PIECES	COLE, TILLIE	9780593570081	7-12
TICKET TO THE NBA FINALS	GITLIN, MARTIN	9781536243598	5-8
TICKET TO THE NBA FINALS	GITLIN, MARTIN	9798765626924	5-8
TICKET TO THE TENNIS GRAND SLAM	GITLIN, MARTIN	9781665971317	5-8
TICKET TO THE TRIPLE CROWN	GITLIN, MARTIN	9781546140986	5-8
TICKET TO THE TRIPLE CROWN	GITLIN, MARTIN	9781546141013	5-8
TICKET TO THE WORLD SERIES	GITLIN, MARTIN	9781547611195	5-8
TIFFANY'S GRIFFON	SIDDELL, MAGNOLIA PORTER	9781454945147	5-8
TIFFANY'S GRIFFON	SIDDELL, MAGNOLIA PORTER	9780525555056	5-8
TIFFANY'S GRIFFON	SIDDELL, MAGNOLIA PORTER	9781250327918	5-8
TIMID : A GRAPHIC NOVEL	TODD, JONATHAN	9780063027107	4-7
TRANSPORTATION THROUGH THE AGES : FROM STIRRUPS TO STEAM	WOODS, MICHAEL	9781464237980	6-12
TRANSPORTATION THROUGH THE AGES : FROM STIRRUPS TO STEAM	WOODS, MICHAEL	9780593647004	6-12
TROUBLE FINDS PLUM!	PHELAN, MATT	9780593645635	3-6
TROUBLE FINDS PLUM!	PHELAN, MATT	9780062912718	3-6
TROUBLE FINDS PLUM!	PHELAN, MATT	9781338859546	3-6
THE TROUBLE WITH SUNSHINE	MENDEZ, YAMILE SAIED	9781665913638	5-8
TRUCKS	GUNZI, CHRISTIANE	9798890980830	2-4
TRUCKS	GUNZI, CHRISTIANE	9781665974691	2-4
TRUCKS	GUNZI, CHRISTIANE	9781481479806	2-4
TRUE BEAUTY : 2	YAONGYI	9781536232523	8-12
TRUE BEAUTY : 2	YAONGYI	9780063207905	8-12
TRUE BEAUTY : 3	YAONGYI	9780593705841	8-12
TRUE BEAUTY : 3	YAONGYI	9780374311865	8-12
TRUE OR FALSE? : THE SCIENCE OF PERCEPTION, MISINFORMATION, AND DISINFORMATION	TONER, JACQUELINE B	9781947808324	6-9
TUCK EVERLASTING : THE GRAPHIC NOVEL	BABBITT, NATALIE	9780593111307	6-8
TUCK EVERLASTING : THE GRAPHIC NOVEL	BABBITT, NATALIE	9781250784148	6-8
TUCK EVERLASTING : THE GRAPHIC NOVEL	BABBITT, NATALIE	9781250362643	6-8
TURKEY VULTURE	KOHN, SAMANTHA	9780593570043	3-6
TURKEY VULTURE	KOHN, SAMANTHA	9781481465847	3-6

TWILIGHT	MEYER, STEPHENIE	9781250362650	8-12
UNBREAKABLE : THE SPIES WHO CRACKED THE NAZIS' SECRET CODE	BARONE, REBECCA E F	9781338826746	6-8
UNBREAKABLE : THE SPIES WHO CRACKED THE NAZIS' SECRET CODE	BARONE, REBECCA E F	9781250840882	6-8
UNHAPPY CAMPER	LAMOTTE, LILY	9780063309081	4-7
UNHAPPY CAMPER	LAMOTTE, LILY	9781250749734	4-7
UNHAPPY CAMPER	LAMOTTE, LILY	9781250866516	4-7
UNICO : 1 : AWAKENING : AN ORIGINAL MANGA	TEZUKA, OSAMU	9781250344991	4-7
UNICO : 1 : AWAKENING : AN ORIGINAL MANGA	TEZUKA, OSAMU	9781534477636	4-7
UNICO : 1 : AWAKENING : AN ORIGINAL MANGA	TEZUKA, OSAMU	9781728271415	4-7
UNLIKELY HEROES CLUB	FOSTER, KATE	9781546176473	4-6
UNSTUCK	DEE, BARBARA	9781250877611	4-8
UNSTUCK	DEE, BARBARA	9780593175248	4-8
VALUING DIFFERENCES	RATZER, MARY	9780062275165	6-10
VAMPIRIC VACATION	WHITE, KIERSTEN	9780823456048	4-6
VAMPIRIC VACATION	WHITE, KIERSTEN	9781643754017	4-6
VAMPIRIC VACATION	WHITE, KIERSTEN	9780062935588	4-6
VANYA AND THE WILD HUNT	MANDANNA, SANGU	9781665912624	4-6
VERY : BAD AT MATH	LARSON, HOPE	9781534499959	4-8
WAGNIFICENT : 1 : THE ADVENTURES OF THUNDER AND SAGE	MURGUIA, BETHANIE DEENEY	9781536229608	2-5
WAGNIFICENT : 2 : A NEW DOG IN THE DEN	MURGUIA, BETHANIE DEENEY	9781944020903	2-5
WAGNIFICENT : 2 : A NEW DOG IN THE DEN	MURGUIA, BETHANIE DEENEY	9781797235592	2-5
WARFARE THROUGH THE AGES : FROM BOWS TO BOMBS	WOODS, MICHAEL	9780358381693	6-12
WATER AND WEATHER	SCHWAB, CHRIS	9781536239874	5-8
WATER AND WEATHER	SCHWAB, CHRIS	9780063067479	5-8
WAVES IN AN IMPOSSIBLE SEA : HOW EVERYDAY LIFE EMERGES FROM	STRASSLER, MATT	9780593621189	
WE COULD BE MAGIC	MEYER, MARISSA	9780593483619	7-12
WE COULD BE MAGIC	MEYER, MARISSA	9781338733969	7-12
WE COULD BE MAGIC	MEYER, MARISSA	9780316592857	7-12
WE COULD BE MAGIC	MEYER, MARISSA	9781459837072	7-12
WE COULD BE MAGIC	MEYER, MARISSA	9781646032037	7-12
WEIRDO	WEAVER, TONY, JR	9798892325202	5-8
WEREWOLF HAMLET	MADDEN-LUNSFORD, KERRY	9781338701999	5-7
WESTFALLEN	BRASHARES, ANN	9781339015033	4-7
WESTFALLEN	BRASHARES, ANN	9781338678871	4-7
WHAT FELL FROM THE SKY	CUEVAS, ADRIANNA	9781637152379	4-6

WHAT IF YOU FALL FOR ME FIRST?	MILLER, G F	9781779505026	5-8
WHAT IF YOU FALL FOR ME FIRST?	MILLER, G F	9780063069602	5-8
WHAT IF YOU FALL FOR ME FIRST?	MILLER, G F	9781419763595	5-8
WHEN WINTER ROBESON CAME	WOODS, BRENDA	9781984897022	5-8
WHEN WINTER ROBESON CAME	WOODS, BRENDA	9781838740740	5-8
WHERE THE HEART SHOULD BE	CROSSAN, SARAH	9781647008789	8-12
WHERE THE HEART SHOULD BE	CROSSAN, SARAH	9781338849325	8-12
WHO OWNS THE MOON? : AND OTHER CONUNDRUMS OF EXPLORING AND U	LEVINSON, CYNTHIA	9780823456109	7-12
WILD DREAMERS	ENGLE, MARGARITA	9780823455737	7-12
THE WINDEBY PUZZLE : HISTORY AND STORY	LOWRY, LOIS	9780593176924	4-8
THE WINDEBY PUZZLE : HISTORY AND STORY	LOWRY, LOIS	9781546171461	4-8
THE WINDEBY PUZZLE : HISTORY AND STORY	LOWRY, LOIS	9780593378519	4-8
A WINDOW INTO THE OCEAN TWILIGHT ZONE : TWENTY-FOUR DAYS OF SCIENCE AT SEA	CUSOLITO, MICHELLE	9780593899922	4-8
WINGS OF STARLIGHT	SAFT, ALLISON	9780897334532	7-12
WISH I WAS A BALLER	SHAH, AMAR	9781665919937	5-8
WISH I WAS A BALLER	SHAH, AMAR	9780823456819	5-8
WISH MONSTER	WHITE, J A	9781779517999	4-7
WISH MONSTER	WHITE, J A	9781250757821	4-7
THE WISH SWITCH	PAINTER, LYNN	9780063296251	4-6
THE WISH SWITCH	PAINTER, LYNN	9781482468144	4-6
THE WITCH'S WINGS AND OTHER TERRIFYING TALES	MEJIA, TEHLOR KAY	9780374391867	4-8
THE WITCH'S WINGS AND OTHER TERRIFYING TALES	MEJIA, TEHLOR KAY	9781250346636	4-8
A WIZARD OF EARTHSEA: A GRAPHIC NOVEL	LE GUIN, URSULA K	9780062973894	7-12
A WIZARD OF EARTHSEA: A GRAPHIC NOVEL	LE GUIN, URSULA K	9781339036335	7-12
WOLFPACK : (YOUNG READERS EDITION)	WAMBACH, ABBY	9781534489875	6-8
THE WOMAN IN THE MOON : HOW MARGARET HAMILTON HELPED FLY THE FIRST ASTRONAUTS TO THE MOON	MAURER, RICHARD	9780593379110	6-9

THE WOMAN IN THE MOON : HOW MARGARET HAMILTON HELPED FLY THE FIRST ASTRONAUTS TO THE MOON	MAURER, RICHARD	9781731657237	6-9
WORKING FOR FAIRNESS	RATZER, MARY	9781250806871	6-10
WORLD MADE OF GLASS	POLONSKY, AMI	9781250379399	6-8
WORLD WAR II CLOSE UP : THEY BATTLED IN BLIZZARDS	HOPKINSON, DEBORAH	9781665966443	4-7
WORLD WAR II CLOSE UP : THEY BATTLED IN BLIZZARDS	HOPKINSON, DEBORAH	9781524741600	4-7
WRETCHED WATERPARK	WHITE, KIERSTEN	9780063327757	4-6
YONDER	STANDISH, ALI	9781419763571	4-8
YONDER	STANDISH, ALI	9781250362667	4-8
YOU ONLY LIVE ONCE, DAVID BRAVO	OSHIRO, MARK	9780062985699	4-7
YOU ONLY LIVE ONCE, DAVID BRAVO	OSHIRO, MARK	9780063008168	4-7

High School Library Books List October 2025

Title	Author	ISBN	Gr / IL
(S)KIN	ZOBOI, IBI	9780062888877	9-12
(S)KIN	ZOBOI, IBI	9780062888891	9-12
ADRIFT IN CURRENTS CLEAN AND CLEAR	MCGUIRE, SEANAN	9781250848338	10-Adult
ADRIFT IN CURRENTS CLEAN AND CLEAR	MCGUIRE, SEANAN	9781250848345	10-Adult
AFTER LIFE	FORMAN, GAYLE	9780063346161	9-12
AFTER LIFE	FORMAN, GAYLE	9780063346154	9-12
AFTER WE BURNED	NIJKAMP, MARIEKE	9781728291208	8-12
AFTER WE BURNED	NIJKAMP, MARIEKE	9781728291215	8-12
ALL BETTER NOW	SHUSTERMAN, NEAL	9781534432772	9-12
ALL THE HIDDEN MONSTERS	JORDAN, AMIE	9781546136613	9-12
ALL THE HIDDEN MONSTERS	JORDAN, AMIE	9781546136620	9-12
ALL THE NOISE AT ONCE	DAVIS, DEANDRA	9781665952668	9-12
ALL THE NOISE AT ONCE	DAVIS, DEANDRA	9781665952651	9-12
ALL THE NOISE AT ONCE	DAVIS, DEANDRA	9781665952675	9-12
ALL THE TOMORROWS AFTER	YI, JOANNE	9781665972574	8-12
ALL THE TOMORROWS AFTER	YI, JOANNE	9781665972550	8-12
ALL-NIGHTER	VINESSE, CECILIA	9780063285927	9-12
ALL-NIGHTER	VINESSE, CECILIA	9780063285958	9-12
AMELIA, IF ONLY	ALBERTALLI, BECKY	9780063045927	9-12
AMELIA, IF ONLY	ALBERTALLI, BECKY	9780063045941	9-12
AMERICAN SPIRITS : THE FAMOUS FOX SISTERS AND THE MYSTERIOUS FAD THAT HAUNTED A NATION	ROSENSTOCK, BARB	9781635928051	9-12
AMERICAN SPIRITS : THE FAMOUS FOX SISTERS AND THE MYSTERIOUS FAD THAT HAUNTED A NATION	ROSENSTOCK, BARB	9781635928068	9-12
AMONG SERPENTS	GREGSON, MARC J	9781682637067	9-12
AMONG SERPENTS	GREGSON, MARC J	9781682637074	9-12
AMONG SERPENTS	GREGSON, MARC J	9781682638552	9-12
AND THE RIVER DRAGS HER DOWN	YUN, JIHYUN	9780593904879	9-12
AND THE RIVER DRAGS HER DOWN	YUN, JIHYUN	9780593904893	9-12
AND THE TREES STARE BACK	GRIFFIS, GIGI	9780823459124	9-12
AND THE TREES STARE BACK	GRIFFIS, GIGI	9780823463015	9-12
AND THEY WERE ROOMMATES	POWARS, PAGE	9781250347657	9-12
AND THEY WERE ROOMMATES	POWARS, PAGE	9781250347640	9-12
AND THEY WERE ROOMMATES	POWARS, PAGE	9781250423399	9-12
THE APOTHECARY DIARIES : 10	HYUUGA, NATSU	9781646091362	9-12
THE APOTHECARY DIARIES : 11	HYUUGA, NATSU	9781646092529	9-12
THE APOTHECARY DIARIES : 12	HYUUGA, NATSU	9781646092963	9-12
APOTHECARY DIARIES : 13	HYUUGA, NATSU	9781646093472	9-12
THE APOTHECARY DIARIES : 2	HYUUGA, NATSU	9781646090716	9-12
THE APOTHECARY DIARIES : 4	HYUUGA, NATSU	9781646090730	9-12
THE APOTHECARY DIARIES : 5	HYUUGA, NATSU	9781646090747	9-12

THE APOTHECARY DIARIES : 6	HYUUGA, NATSU	9781646090860	9-12
THE APOTHECARY DIARIES : 7	HYUUGA, NATSU	9781646091201	9-12
THE APOTHECARY DIARIES : 8	HYUUGA, NATSU	9781646091348	9-12
THE APOTHECARY DIARIES : 9	HYUUGA, NATSU	9781646091355	9-12
ARIEL : (SPANISH)	PLATH, SYLVIA	9788418067952	11-Adult
THE ART THIEF : A TRUE STORY OF LOVE, CRIME, AND A DANGEROUS OBSESSION	FINKEL, MICHAEL	9780525657323	11-Adult
THE ASSASSIN'S GUIDE TO BABYSITTING	PARKER, NATALIE C	9781536240238	9-12
THE ASSASSIN'S GUIDE TO BABYSITTING	PARKER, NATALIE C	9781536247916	9-12
ATMOSPHERE : A LOVE STORY	REID, TAYLOR JENKINS	9780593158715	11-Adult
AUDRE & BASH ARE JUST FRIENDS	WILLIAMS, TIA	9780316511087	10-12
AUDRE & BASH ARE JUST FRIENDS	WILLIAMS, TIA	9780316480697	10-12
AVENGERS ASSEMBLE : 1 : THE SERPENT SCENARIO	ORLANDO, STEVE	9781302961022	8-Adult
B*WITCH	MCKENZIE, PAIGE	9780759556003	9-12
BAD BOY : A GRAPHIC MEMOIR	MYERS, WALTER DEAN	9780063099944	8-12
BAD BOY : A GRAPHIC MEMOIR	MYERS, WALTER DEAN	9780063099937	8-12
BAD BOY : A GRAPHIC MEMOIR	MYERS, WALTER DEAN	9780063099920	8-12
BAD IN THE BLOOD	CERILLI, MATTEO L	9781774882337	9-12
BAD IN THE BLOOD	CERILLI, MATTEO L	9781774882344	9-12
BALANCING ACT	CHASE, PAULA	9781250809407	9-12
BALANCING ACT	CHASE, PAULA	9781250809391	9-12
BEAUTIFUL UGLY	FEENEY, ALICE	9781250337788	11-Adult
BEST OF ALL WORLDS	OPPEL, KENNETH	9781546158202	9-12
BEST OF ALL WORLDS	OPPEL, KENNETH	9781546158219	9-12
BETTING ON YOU	PAINTER, LYNN	9781665921244	9-12
BETWEEN THESE BROKEN HEARTS	RYAN, LEXI	9780063311954	9-12
BETWEEN THESE BROKEN HEARTS	RYAN, LEXI	9780063311978	9-12
THE BIG ASK	GREEN, SIMON JAMES	9781454960317	8-12
BINGSU FOR TWO	WITHERSPOON, SUJIN	9781454954033	9-12
BINGSU FOR TWO	WITHERSPOON, SUJIN	9781454954026	9-12
BINGSU FOR TWO	WITHERSPOON, SUJIN	9781454954040	9-12
BIRD IN THE AIR MEANS WE CAN STILL BREATHE	BROWNE, MAHOGANY L	9780593486474	9-12
BIRD IN THE AIR MEANS WE CAN STILL BREATHE	BROWNE, MAHOGANY L	9780593486498	9-12
BIRD IN THE AIR MEANS WE CAN STILL BREATHE	BROWNE, MAHOGANY L	9780593486504	9-12
BLACK IN BLUES : HOW A COLOR TELLS THE STORY OF MY PEOPLE	PERRY, IMANI	9780062977397	11-Adult
THE BLACKWOODS	COLBERT, BRANDY	9780063091603	9-12
BLADES OF FURRY : 1	MUNIZ, DEYA	9780316459839	9-12
BLADES OF FURRY : 1	MUNIZ, DEYA	9780316459938	9-12
BLADES OF FURRY : 1	MUNIZ, DEYA	9780316460040	9-12
BOOK OF HEARTBREAK	CEREN, OVA	9798892421751	9-12
BOOK OF HEARTBREAK	CEREN, OVA	9798892422765	9-12

BOOK OF HEARTBREAK	CEREN, OVA	9798892421768	9-12
BREADCRUMBS : COMING OF AGE IN POST-SOVIET POLAND	BABIS, KASIA	9781250877871	9-12
BREADCRUMBS : COMING OF AGE IN POST-SOVIET POLAND	BABIS, KASIA	9781250877888	9-12
BREADCRUMBS : COMING OF AGE IN POST-SOVIET POLAND	BABIS, KASIA	9781250435019	9-12
BREAK TO YOU	SHUSTERMAN, NEAL	9780062875778	9-12
BREATH OF THE DRAGON	LEE, FONDA	9781250902689	9-12
BREATH OF THE DRAGON	LEE, FONDA	9781250391148	9-12
BREWED WITH LOVE	PAGE, SHELLY	9780593897638	8-12
BREWED WITH LOVE	PAGE, SHELLY	9780593897621	8-12
THE BRIGHTWOOD CODE	HESSE, MONICA	9780316045445	9-12
BROWNSTONE	TEER, SAMUEL	9780358394747	9-12
A BURNING IN THE BONES	REINTGEN, SCOTT	9781665930499	9-12
A BURNING IN THE BONES	REINTGEN, SCOTT	9781665930512	9-12
A BURNING IN THE BONES	REINTGEN, SCOTT	9781665930505	9-12
BUTCHER'S MASQUERADE	DINNIMAN, MATT	9780593955994	11-Adult
THE BUTCHERING ART : JOSEPH LISTER'S QUEST TO TRANSFORM THE GRISLY WORLD OF VICTORIAN MEDICINE	FITZHARRIS, LINDSEY	9780374537968	11-Adult
BUTTERFLY HEART	ASTOT, MOA BACKE	9781646146062	9-12
BUTTERFLY HEART	ASTOT, MOA BACKE	9781646145751	9-12
CALM	BAKER, S J	9781911107934	9-12
CANTO CONTIGO	VILLA, JONNY GARZA	9781250875754	9-12
CAPITANA	JAMES, CASSANDRA	9780063345638	9-12
CAPITANA	JAMES, CASSANDRA	9780063345614	9-12
CAPITANA	JAMES, CASSANDRA	9780063345621	9-12
CARL'S DOOMSDAY SCENARIO	DINNIMAN, MATT	9780593820261	11-Adult
CARVING SHADOWS INTO GOLD	KEMMERER, BRIGID	9781547610112	9-12
CASA ENTRE LOS PINOS	REYES, ANA	9788419965134	11-Adult
CAT + CRAZY : 1	NADATANI, WATARU	9781506747088	9-12
CAT + CRAZY : 1	NADATANI, WATARU	9781506752242	9-12
CAT GOT YOUR TONGUE? : CURIOUS FELINE PHRASES FROM AROUND TH	SHAW, HANNAH	9780593836385	4-Adult
CAT GOT YOUR TONGUE? : CURIOUS FELINE PHRASES FROM AROUND TH	SHAW, HANNAH	9780593836392	4-Adult
CATALOG OF BURNT OBJECTS	YOUNGDAHL, SHANA	9780593405536	10-12
CATALOG OF BURNT OBJECTS	YOUNGDAHL, SHANA	9780593405536	10-12
CATALOG OF BURNT OBJECTS	YOUNGDAHL, SHANA	9780593405512	10-12
THE CENTRE	SIDDIQI, AYESHA MANAJ	9781638930549	
CHAOS KING	CALLENDER, KACEN	9781250890283	10-12
CHAOS KING	CALLENDER, KACEN	9781250890290	10-12
CHAOS KING	CALLENDER, KACEN	9781250890306	10-12
UNA CHICA DIFERENTE	ADAMO, MEREDITH	9786073920070	10-12
UNA CHICA DIFERENTE	ADAMO, MEREDITH	9786073920070	10-12
CHUCO PUNK : SONIC INSURGENCY IN EL PASO	LOPEZ, TARA	9781477324813	

CLEMENTINE : BOOK 3	WALDEN, TILLIE	9781534397378	9-Adult
CLEMENTINE : BOOK 3	WALDEN, TILLIE	9781534397378	9-Adult
CLIMATE OF CHAOS	NEWBOULD, CASSANDR	9781682637982	9-12
CLIMATE OF CHAOS	NEWBOULD, CASSANDR	9781682637579	9-12
CLOWN IN A CORNFIELD	CESARE, ADAM	9780063454439	9-12
CODEBREAKER	MARTEL, JAY	9781250355560	8-12
CODEBREAKER	MARTEL, JAY	9781250355546	8-12
CODEBREAKER	MARTEL, JAY	9781250355553	8-12
CODEBREAKER	MARTEL, JAY	9781250355553	8-12
COFFEESHOP IN AN ALTERNATE UNIVERSE	LEE, C B	9781250417336	9-12
COFFEESHOP IN AN ALTERNATE UNIVERSE	LEE, C B	9781250778031	9-12
COFFEESHOP IN AN ALTERNATE UNIVERSE	LEE, C B	9781250778024	9-12
COME AS YOU ARE	ADLER, DAHLIA	9781250871671	10-12
COME AS YOU ARE	ADLER, DAHLIA	9781250871695	10-12
COME HOME TO MY HEART	REDGATE, RILEY	9781454957119	9-12
COME HOME TO MY HEART	REDGATE, RILEY	9781454957126	9-12
COMPOUND FRACTURE	WHITE, ANDREW JOSEF	9781682636121	9-12
COPE FIELD	SIMPSON, T L	9781635831061	9-12
COPE FIELD	SIMPSON, T L	9781635831054	9-12
COPE FIELD	SIMPSON, T L	9781635831061	9-12
THE CORRUPTION OF HOLLIS BROWN	ANCRUM, K	9780063285835	9-12
THE CORRUPTION OF HOLLIS BROWN	ANCRUM, K	9780063285842	9-12
A CRANE AMONG WOLVES	HUR, JUNE	9781250858085	9-12
A CRANE AMONG WOLVES	HUR, JUNE	9781250858092	9-12
CRUEL SUMMER	EULBERG, ELIZABETH	9781546176756	9-12
CRUEL THIRST	MONTOYA, ANGELA	9780593643389	9-12
CRUEL THIRST	MONTOYA, ANGELA	9780593643372	9-12
CRUEL THIRST	MONTOYA, ANGELA	9780593643396	9-12
CRUEL THIRST	MONTOYA, ANGELA	9780593643402	9-12
DAN IN GREEN GABLES : A GRAPHIC NOVEL : A MODERN REIMAGINING	TERCIERO, REY	9780593385586	9-12
DAN IN GREEN GABLES : A GRAPHIC NOVEL : A MODERN REIMAGINING	TERCIERO, REY	9780593385579	9-12
DAN IN GREEN GABLES : A GRAPHIC NOVEL : A MODERN REIMAGINING	TERCIERO, REY	9798217049677	9-12
DARING : THE LIFE AND ART OF ELISABETH VIGEE LE BRUN	POMEROY, JORDANA	9781947440104	8-12
THE DARK MIRROR	SHANNON, SAMANTHA	9781639733965	10-Adult
THE DARK MIRROR	SHANNON, SAMANTHA	9781639734849	10-Adult
DAUGHTER OF DOOM	VAN RIJCKEGHEM, JEAN	9781646145409	9-12
DAUGHTER OF DOOM	VAN RIJCKEGHEM, JEAN	9781646145034	9-12
DAUGHTER OF THE UNDERWORLD	CORR, KATHARINE	9798331966911	9-12
DAUGHTER OF THE UNDERWORLD	CORR, KATHARINE	9781536244533	9-12
DEAD HAPPY	SILVER, JOSH	9780593812099	9-12
DEAD HAPPY	SILVER, JOSH	9780593812068	9-12

DEAD HAPPY	SILVER, JOSH	9780593812082	9-12
THE DEAD OF SUMMER	LA SALA, RYAN	9781546125877	9-12
THE DEAD OF SUMMER	LA SALA, RYAN	9781546125891	9-12
DEADSTREAM	ROMASCO-MOORE, MAR	9780593691885	9-12
DEADSTREAM	ROMASCO-MOORE, MAR	9780593691885	9-12
DEADSTREAM	ROMASCO-MOORE, MAR	9780593691885	9-12
DEADSTREAM	ROMASCO-MOORE, MAR	9780593691892	9-12
DEAR MANNY	STONE, NIC	9780593308011	9-12
DEAR MANNY	STONE, NIC	9780593308035	9-12
DEAR MANNY	STONE, NIC	9780593308028	9-12
DEAR MANNY	STONE, NIC	9780593308042	9-12
DEAR WRITER : PEP TALKS & PRACTICAL ADVICE FOR THE CREATIVE	SMITH, MAGGIE	9781982170844	
DEATH IN THE CARDS	MANANSALA, MIA P	9780593897942	9-12
DEATH IN THE CARDS	MANANSALA, MIA P	9780593897928	9-12
DEATH IN THE CARDS	MANANSALA, MIA P	9780593897935	9-12
DEATH IN THE CARDS	MANANSALA, MIA P	9780593897959	9-12
DEATH IN THE CARDS	MANANSALA, MIA P	9780593897935	9-12
DEATH IN THE DARK	MOORE, BRYCE	9781728293363	9-12
DEATH IN THE JUNGLE : MURDER, BETRAYAL, AND THE LOST DREAM OF JONESTOWN	FLEMING, CANDACE	9780593480076	7-12
DEATH IN THE JUNGLE : MURDER, BETRAYAL, AND THE LOST DREAM OF JONESTOWN	FLEMING, CANDACE	9780593480069	7-12
DEATH IN THE JUNGLE : MURDER, BETRAYAL, AND THE LOST DREAM OF JONESTOWN	FLEMING, CANDACE	9780593480083	7-12
THE DEVIL'S IN THE DANCERS	YU, CATHERINE	9798890032331	9-12
THE DEVIL'S IN THE DANCERS	YU, CATHERINE	9798890032348	9-12
DEVILS LIKE US	THOMPSON, L T	9781547615193	9-12
DEVILS LIKE US	THOMPSON, L T	9781547615209	9-12
THE DEVOURER	AMES, ALISON	9798890030788	9-12
THE DEVOURER	AMES, ALISON	9798890030795	9-12
THE DEVOURING LIGHT	ELLIS, KAT	9780063355248	9-12
DIECISEIS ALMAS	TALBOT, ROSIE	9788419449719	9-12
DIVINING THE LEAVES	THAKRAR, SHVETA	9780063255289	9-12
DIVINING THE LEAVES	THAKRAR, SHVETA	9780063255265	9-12
DONUT SUMMER	KELLY, ANITA	9781335012890	8-12
DONUT SUMMER	KELLY, ANITA	9780369761477	8-12
DRAGONFRUIT	LUCIER, MAKIIA	9780358272106	9-12
DREAM BY THE SHADOWS	KARLIE, LOGAN	9780316588157	9-12
DREAM BY THE SHADOWS	KARLIE, LOGAN	9780316587761	9-12
DUNGEON ANARCHIST'S COOKBOOK	DINNIMAN, MATT	9780593820285	11-Adult
DUNGEON CRAWLER CARL	DINNIMAN, MATT	9780593820247	11-Adult
ELIZA, FROM SCRATCH	LEE, SOPHIA	9780063372658	9-12
ELIZA, FROM SCRATCH	LEE, SOPHIA	9780063372634	9-12

EMBRACE THE SERPENT	MARA, SUNYA	9780063386136	9-12
EMBRACE THE SERPENT	MARA, SUNYA	9780063386150	9-12
EMPTY HEAVEN	KOLSCH, FREDDIE	9781454951629	9-12
EMPTY HEAVEN	KOLSCH, FREDDIE	9781454951643	9-12
EVE (ADAPTED FOR YOUNG ADULTS) : HOW THE FEMALE BODY SHAPED	BOHANNON, CAT	9780593811900	9-Adult
EVE (ADAPTED FOR YOUNG ADULTS) : HOW THE FEMALE BODY SHAPED	BOHANNON, CAT	9780593811887	9-Adult
EVE (ADAPTED FOR YOUNG ADULTS) : HOW THE FEMALE BODY SHAPED	BOHANNON, CAT	9780593811917	9-Adult
EVERY BORROWED BEAT	STEWART, ERIN	9780593710685	9-12
EVERY BORROWED BEAT	STEWART, ERIN	9780593710661	9-12
EVERY BORROWED BEAT	STEWART, ERIN	9780593710692	9-12
EVERY SPIRAL OF FATE	MAFI, TAHEREH	9780063315365	9-12
EVERY SPIRAL OF FATE	MAFI, TAHEREH	9780063315341	9-12
EVERYTHING I PROMISED YOU	UPPERMAN, KATY	9781464217784	10-12
EVERYTHING I PROMISED YOU	UPPERMAN, KATY	9781464217784	10-12
EVERYTHING I PROMISED YOU	UPPERMAN, KATY	9781464217784	10-12
EVERYTHING I PROMISED YOU	UPPERMAN, KATY	9781464217791	10-12
EVERYTHING IS POISON	MCCULLOUGH, JOY	9780593855898	9-12
EVERYTHING IS TUBERCULOSIS : THE HISTORY AND PERSISTENCE OF OUR DEADLIEST	GREEN, JOHN	9780525556572	10-Adult
EVERYTHING IS TUBERCULOSIS : THE HISTORY AND PERSISTENCE OF OUR DEADLIEST	GREEN, JOHN	9781101592410	10-Adult
EVIL-ISH	TARRELL, KENNEDY	9781250839961	9-12
EVIL-ISH	TARRELL, KENNEDY	9781250839954	9-12
EVIL-ISH	TARRELL, KENNEDY	9781250438669	9-12
THE EXECUTIONERS THREE	DENNARD, SUSAN	9781250334671	9-12
THE EXECUTIONERS THREE	DENNARD, SUSAN	9781250334664	9-12
EXTRAORDINARY QUESTS FOR AMATEUR WITCHES	COTTINGHAM, KAYLA	9780593814031	9-12
EXTRAORDINARY QUESTS FOR AMATEUR WITCHES	COTTINGHAM, KAYLA	9780593814017	9-12
EYE OF THE BEDLAM BRIDE	DINNIMAN, MATT	9780593956014	11-Adult
FABLE FOR THE END OF THE WORLD	REID, AVA	9780063211551	9-12
FABLE FOR THE END OF THE WORLD	REID, AVA	9780063211575	9-12
FABLE FOR THE END OF THE WORLD	REID, AVA	9780063211568	9-12
FABRICANTE DE LAGRIMAS	DOOM, ERIN	9788410298507	9-12
FALL IN LOVE, YOU FALSE ANGELS : 1	UZUKI, COCO	9798888773772	8-12
FALLING LIKE LEAVES	WILSON, MISTY	9781665975193	9-12
FALLING LIKE LEAVES	WILSON, MISTY	9781665975209	9-12
FALLING LIKE LEAVES	WILSON, MISTY	9781665975216	9-12
THE FAMILY I'M IN	FLAKE, SHARON G	9781338573220	9-12
THE FAMILY I'M IN	FLAKE, SHARON G	9781338573206	9-12
FANGIRL : 3 : THE MANGA	ROWELL, RAINBOW	9781974738878	10-Adult
FANGIRL : 4 : THE MANGA	ROWELL, RAINBOW	9781974746880	10-Adult

FATE OF THE DAY : THE WAR FOR AMERICA, FORT TICONDEROGA TO C	ATKINSON, RICK	9780593799185	Adult
FATELESS	KAGAWA, JULIE	9781335448804	8-12
FIGHT AIDS! : HOW ACTIVISM, ART, AND PROTEST CHANGED THE COURSE OF A DEADLY EPIDEMIC AND RESHAPED A NATION	LONG, MICHAEL G	9781324053538	9-12
FIGHT AIDS! : HOW ACTIVISM, ART, AND PROTEST CHANGED THE COURSE OF A DEADLY EPIDEMIC AND RESHAPED A NATION	LONG, MICHAEL G	9781324053545	9-12
FINDING NORMAL	DOKTORSKI, JENNIFER	9781646035649	8-12
FINDING NORMAL	DOKTORSKI, JENNIFER	9781646035632	8-12
FIREBIRD	WEIN, ELIZABETH	9781454962724	8-12
FIREBLOOMS	VILLASANTE, ALEXANDF	9780525514053	9-12
FIREBLOOMS	VILLASANTE, ALEXANDF	9780525514060	9-12
FIRST LOVE LANGUAGE	VALENTINE, STEFANY	9780593750964	9-12
FIRST LOVE LANGUAGE	VALENTINE, STEFANY	9780593750971	9-12
FIRST LOVE LANGUAGE	VALENTINE, STEFANY	9798217142927	9-12
A FIRST TIME FOR EVERYTHING	WALTHER, K L	9781464253454	10-12
A FIX OF LIGHT	MENTON, KEL	9781915071644	9-12
A FIX OF LIGHT	MENTON, KEL	9781915071699	9-12
FLIP	FRASER, REBECCA	9781761112898	9-12
FLIP SIDE	WALZ, JASON	9780593617991	9-12
FLIP SIDE	WALZ, JASON	9780593618011	9-12
FLIP SIDE	WALZ, JASON	9780593618028	9-12
FLIP!	UKAZU, NGOZI	9781250179517	9-12
FLIP!	UKAZU, NGOZI	9781250179524	9-12
THE FLOATING WORLD	OH, AXIE	9781250853080	9-12
THE FLOATING WORLD	OH, AXIE	9781250853073	9-12
THE FORBIDDEN BOOK	LAMB, SACHA	9781646144563	9-12
THE FOREST KING'S DAUGHTER	BLAKE, ELLY	9780316395724	9-12
THE FOREST KING'S DAUGHTER	BLAKE, ELLY	9780316395922	9-12
THE FOREST KING'S DAUGHTER	BLAKE, ELLY	9780316395823	9-12
A FORGERY OF FATE	LIM, ELIZABETH	9780593650622	9-12
A FORGERY OF FATE	LIM, ELIZABETH	9780593650615	9-12
A FORGERY OF FATE	LIM, ELIZABETH	9780593650639	9-12
FRIEREN : BEYOND JOURNEY'S END : 10	YAMADA, KANEHITO	9781974743612	9-12
FRIEREN : BEYOND JOURNEY'S END : 10	YAMADA, KANEHITO	9781974743612	9-12
FRIEREN : BEYOND JOURNEY'S END : 12	YAMADA, KANEHITO	9781974751815	9-12
FRIEREN : BEYOND JOURNEY'S END : 12	YAMADA, KANEHITO	9781974751815	9-12
FRIEREN : BEYOND JOURNEY'S END : 13	YAMADA, KANEHITO	9781974752911	9-12
FRIEREN : BEYOND JOURNEY'S END : 13	YAMADA, KANEHITO	9781974752911	9-12

FRIEREN : BEYOND JOURNEY'S END : 2	YAMADA, KANEHITO	9781974727230	9-12
FRIEREN : BEYOND JOURNEY'S END : 2	YAMADA, KANEHITO	9781974727230	9-12
FRIEREN : BEYOND JOURNEY'S END : 3	YAMADA, KANEHITO	9781974727247	9-12
FRIEREN : BEYOND JOURNEY'S END : 3	YAMADA, KANEHITO	9781974727247	9-12
FRIEREN : BEYOND JOURNEY'S END : 4	YAMADA, KANEHITO	9781974727254	9-12
FRIEREN : BEYOND JOURNEY'S END : 4	YAMADA, KANEHITO	9781974727254	9-12
FRIEREN : BEYOND JOURNEY'S END : 5	YAMADA, KANEHITO	9781974730070	9-12
FRIEREN : BEYOND JOURNEY'S END : 5	YAMADA, KANEHITO	9781974730070	9-12
FRIEREN : BEYOND JOURNEY'S END : 6	YAMADA, KANEHITO	9781974734009	9-12
FRIEREN : BEYOND JOURNEY'S END : 6	YAMADA, KANEHITO	9781974734009	9-12
FRIEREN : BEYOND JOURNEY'S END : 7	YAMADA, KANEHITO	9781974736201	9-12
FRIEREN : BEYOND JOURNEY'S END : 7	YAMADA, KANEHITO	9781974736201	9-12
FRIEREN : BEYOND JOURNEY'S END : 8	YAMADA, KANEHITO	9781974738601	9-12
FRIEREN : BEYOND JOURNEY'S END : 8	YAMADA, KANEHITO	9781974738601	9-12
FRIEREN : BEYOND JOURNEY'S END : 9	YAMADA, KANEHITO	9781974740604	9-12
FRIEREN : BEYOND JOURNEY'S END : 9	YAMADA, KANEHITO	9781974740604	9-12
FROM 1000 TO THE 1800S-GUIDO D'AREZZO TO FREDERIC CHOPIN	GORLINSKI, GINI	9781499474916	9-12
FROM 1500 TO THE LATE 1700S-MIRA BAI TO MARIE-ANTOINETTE	KUIPER, KATHLEEN	9781641900690	9-12
FROM 1600 TO 1800-WILLIAM HARVEY TO GEORGES CUVIER	ROGERS, KATE	9781499474763	9-12
FROM 1600 TO 1800-WILLIAM HARVEY TO GEORGES CUVIER	ROGERS, KATE	9781499474763	9-12
FROM 1600 TO 1800-WILLIAM HARVEY TO GEORGES CUVIER	ROGERS, KATE	9781499474756	9-12
FROM 1800 TO 1860 : ALEXANDER VON HUMBOLDT TO GREGOR MENDEL	ROGERS, KATE	9781499474794	9-12
FROM 1800 TO 1860 : ALEXANDER VON HUMBOLDT TO GREGOR MENDEL	ROGERS, KATE	9781499474794	9-12
FROM 1800 TO 1860 : ALEXANDER VON HUMBOLDT TO GREGOR MENDEL	ROGERS, KATE	9781499474787	9-12
FROM 1800 TO 1900-FRANZ LISZT TO ARNOLD SCHOENBERG	GORLINSKI, GINI	9781499474947	9-12

FROM 1860 TO 1920-LOUIS PASTEUR TO HENRIETTA SWAN LEAVITT	ROGERS, KATE	9781499474824	9-12
FROM 1860 TO 1920-LOUIS PASTEUR TO HENRIETTA SWAN LEAVITT	ROGERS, KATE	9781499474824	9-12
FROM 1860 TO 1920-LOUIS PASTEUR TO HENRIETTA SWAN LEAVITT	ROGERS, KATE	9781499474817	9-12
FROM 1900 TO 1930-CHARLES IVES TO UMM KULTHUM	GORLINSKI, GINI	9781499474978	9-12
FROM 1920 TO 1960-ERNEST RUTHERFORD TO J. ROBERT OPPENHEIMER	ROGERS, KATE	9781499474855	9-12
FROM 1920 TO 1960-ERNEST RUTHERFORD TO J. ROBERT OPPENHEIMER	ROGERS, KATE	9781499474855	9-12
FROM 1920 TO 1960-ERNEST RUTHERFORD TO J. ROBERT OPPENHEIMER	ROGERS, KATE	9781499474848	9-12
FROM 1930 TO 1980-COUNT BASIE TO B. B. KING	GORLINSKI, GINI	9781499475005	9-12
FROM 1940 TO 1990-MILES DAVIS TO BOB DYLAN	GORLINSKI, GINI	9781499475036	9-12
FROM 1960 TO 2000-ARETHA FRANKLIN TO JAY-Z	GORLINSKI, GINI	9781499475067	9-12
FROM 1960 TO 2000-HANS BETHE TO STEVEN PINKER	ROGERS, KATE	9781499474886	9-12
FROM 1960 TO 2000-HANS BETHE TO STEVEN PINKER	ROGERS, KATE	9781499474886	9-12
FROM 1960 TO 2000-HANS BETHE TO STEVEN PINKER	ROGERS, KATE	9781499474879	9-12
FROM ANCIENT EGYPT TO 1500-HATSHEPSUT TO ISABELLA I	KUIPER, KATHLEEN	9781641900669	9-12
FROM ANCIENT GREECE TO 1600-ASCLEPIUS TO JOHANNES KEPLER	ROGERS, KATE	9781499474732	9-12
FROM ANCIENT GREECE TO 1600-ASCLEPIUS TO JOHANNES KEPLER	ROGERS, KATE	9781499474732	9-12
FROM ANCIENT GREECE TO 1600-ASCLEPIUS TO JOHANNES KEPLER	ROGERS, KATE	9781499474725	9-12
FROM THE EARLY 1900S TO THE MID-1900S-MARIE STOPES TO MOTHER	KUIPER, KATHLEEN	9781641900782	9-12
FROM THE LATE 1700S TO THE LATE 1800S-ELISABETH VIGEE-LEBRUN	KUIPER, KATHLEEN	9781641900720	9-12
FROM THE LATE 1800S TO THE EARLY 1900S-HARRIET TUBMAN TO ANN	KUIPER, KATHLEEN	9781641900751	9-12
FROM THE MID-1900S TO THE LATE 1900S-LUCILLE BALL TO DIANA,	KUIPER, KATHLEEN	9781641900812	9-12
FUTURE MILLIONAIRES : GET A JUMPSTART ON YOUR FINANCIAL SUCC	RODGERS, RACHEL	9780310158202	9-12
GATE OF THE FERAL GODS	DINNIMAN, MATT	9780593955970	11-Adult
GECKO GIRL = LAGARTIJITA	CHACON, DANIEL	9798893750140	
GENERATION QUEER : STORIES OF YOUTH ORGANIZERS, ARTISTS, AND	TOPPING, KIMM	9781643795218	9-12

GENERATION QUEER : STORIES OF YOUTH ORGANIZERS, ARTISTS, AND	TOPPING, KIMM	9781643795201	9-12
GENOCIDE	SPRINGER, JANE	9781773067605	9-12
GINSENG ROOTS	THOMPSON, CRAIG	9780593700778	
A GIRL WALKS INTO THE FOREST	ROUX, MADELEINE	9780063284845	9-12
A GIRL WALKS INTO THE FOREST	ROUX, MADELEINE	9780063284951	9-12
THE GIRL YOU KNOW	ROSE, ELLE GONZALEZ	9781547616039	9-12
THE GIRL YOU KNOW	ROSE, ELLE GONZALEZ	9781547616046	9-12
GIRLMODE	VISAGGIO, MAGDALENE	9780063060654	9-12
GIRLMODE	VISAGGIO, MAGDALENE	9780063060654	9-12
THE GIRLS I'VE BEEN	SHARPE, TESS	9780593353820	9-12
THE GIRLS I'VE BEEN	SHARPE, TESS	9780593353820	9-12
GIRLS WITH GOALS : HOW WOMEN'S SOCCER TOOK OVER THE WORLD	CASTRO-MALASPINA, CI	9781836001898	9-12
GLORIOUS RIVALS	BARNES, JENNIFER LYN	9780316481311	9-12
THE GOLDEN BOY'S GUIDE TO BIPOLAR	REYES, SONORA	9780063358416	9-12
THE GOLDEN BOY'S GUIDE TO BIPOLAR	REYES, SONORA	9780063358409	9-12
THE GONE BOOK	CLOSE, HELENA	9781912417445	9-12
THE GONE BOOK	CLOSE, HELENA	9781912417612	9-12
A GOOD GIRL'S GUIDE TO MURDER	JACKSON, HOLLY	9781984896360	9-12
THE GOOD VAMPIRE'S GUIDE TO BLOOD AND BOYFRIENDS	D'AMATO, JAMIE	9781250321206	9-12
THE GOOD VAMPIRE'S GUIDE TO BLOOD AND BOYFRIENDS	D'AMATO, JAMIE	9781250321213	9-12
GOODBYE, MY PRINCESS	FEI, WO SI CUN	9781665971041	9-12
GOODBYE, MY PRINCESS	FEI, WO SI CUN	9781665971065	9-12
THE GRANDEST GAME	BARNES, JENNIFER LYN	9780316481113	9-12
THE GRANDEST GAME	BARNES, JENNIFER LYN	9780316481113	9-12
GRAVE FLOWERS	KRAUSE, AUTUMN	9781682636503	9-12
GRAVE FLOWERS	KRAUSE, AUTUMN	9781682636497	9-12
THE GREAT MISFORTUNE OF STELLA SEDGWICK	ISABELLE, S	9781335006967	8-12
THE GROVE	PHILLIPS, BROOKS WHIT	9780593202128	9-12
THE GROVE	PHILLIPS, BROOKS WHIT	9780593202142	9-12
A GUIDE TO FALLING OFF THE MAP	ARNOT, ZANNI	9781546138440	8-12
A GUIDE TO FALLING OFF THE MAP	ARNOT, ZANNI	9781546138457	8-12
HANGRY HEARTS	CHEN, JENNIFER	9781250865694	9-12
HANGRY HEARTS	CHEN, JENNIFER	9781250865687	9-12
HANGRY HEARTS	CHEN, JENNIFER	9781250865687	9-12
HANGRY HEARTS	CHEN, JENNIFER	9781250374400	9-12
HEIR OF STORMS	MURRAY, LAURYN HAMI	9781250348142	9-12
HEIR OF STORMS	MURRAY, LAURYN HAMI	9781250348159	9-12
HEIR OF STORMS	MURRAY, LAURYN HAMI	9781250423412	9-12
HELLO SUNSHINE	YOUNG, KEEZY	9780316509671	9-12
HELLO SUNSHINE	YOUNG, KEEZY	9780316509473	9-12
HELLO SUNSHINE	YOUNG, KEEZY	9780316509572	9-12

HEMLOCK & SILVER	KINGFISHER, T	9781250342034	
HICK : THE TRAILBLAZING JOURNALIST WHO CAPTURED ELEANOR ROOS	MILLER, SARAH	9780593649107	9-12
HICK : THE TRAILBLAZING JOURNALIST WHO CAPTURED ELEANOR ROOS	MILLER, SARAH	9780593649091	9-12
HICK : THE TRAILBLAZING JOURNALIST WHO CAPTURED ELEANOR ROOS	MILLER, SARAH	9780593649114	9-12
HIDDEN VALLEY ROAD : INSIDE THE MIND OF AN AMERICAN FAMILY	KOLKER, ROBERT	9780385543767	Adult
HIS FACE IS THE SUN	CORPORA, MICHELLE JA	9781464224614	9-12
HIS FACE IS THE SUN	CORPORA, MICHELLE JA	9781464224584	9-12
HIS FACE IS THE SUN	CORPORA, MICHELLE JA	9781464224591	9-12
HIS MORTAL DEMISE	LE, VANESSA	9781250881540	9-12
HIS MORTAL DEMISE	LE, VANESSA	9781250411082	9-12
HIS MORTAL DEMISE	LE, VANESSA	9781250881533	9-12
THE HISTORY OF EVERYTHING	EVANS, VICTORIA	9780063268906	9-12
THE HISTORY OF EVERYTHING	EVANS, VICTORIA	9780063268890	9-12
THE HISTORY OF EVERYTHING	EVANS, VICTORIA	9780063268913	9-12
HOLLOW	GROTHE, TAYLOR	9781682637777	9-12
HOLLOW	GROTHE, TAYLOR	9781682638613	9-12
HOLY TERRORS	OWEN, MARGARET	9781250831170	9-12
HOLY TERRORS	OWEN, MARGARET	9781250334602	9-12
HOMEBODY	PARISH, THEO	9780063319585	9-12
HOMEBODY	PARISH, THEO	9780063319585	9-12
HONEYSUCKLE AND BONE	TOBIAS, TRISHA	9781638931027	9-12
THE HOUSE NO ONE SEES	KING, ADINA	9781250337191	9-12
THE HOUSE NO ONE SEES	KING, ADINA	9781250337382	9-12
HOW TO SURVIVE A HORROR MOVIE	DUNMORE, SCARLETT	9781454963356	9-12
HOW TO SURVIVE A HORROR MOVIE	DUNMORE, SCARLETT	9781454963332	9-12
HOW TO SURVIVE A HORROR MOVIE	DUNMORE, SCARLETT	9781454963349	9-12
HOW TO SURVIVE A SLASHER	WINANS, JUSTINE PUCE	9781547616312	9-12
HOW TO SURVIVE A SLASHER	WINANS, JUSTINE PUCE	9781547616329	9-12
HUDA F WANTS TO KNOW?	FAHMY, HUDA	9780593855645	9-12
HUDA F WANTS TO KNOW?	FAHMY, HUDA	9780593855621	9-12
HUDA F WANTS TO KNOW?	FAHMY, HUDA	9780593855614	9-12
HUNGER'S BITE	ROBIN, TAYLOR	9781454960096	8-12
HUNGER'S BITE	ROBIN, TAYLOR	9781454950240	8-12
HUNGER'S BITE	ROBIN, TAYLOR	9781454950257	8-12
HYO THE HELLMAKER	GHOSH, MINA IKEMOTO	9781546152668	8-12
HYO THE HELLMAKER	GHOSH, MINA IKEMOTO	9781546152644	8-12
HYO THE HELLMAKER	GHOSH, MINA IKEMOTO	9781546152651	8-12
I AM MADE OF DEATH	ANDREW, KELLY	9781546104490	9-12
I AM MADE OF DEATH	ANDREW, KELLY	9781546104483	9-12
I AM NOT JESSICA CHEN	LIANG, ANN	9781488230554	9-12
I AM NOT JESSICA CHEN	LIANG, ANN	9781335523129	9-12

I AM THE CAGE	GRANT, ALLISON SWEE	9780593616925	10-12
I AM THE CAGE	GRANT, ALLISON SWEE	9780593616918	10-12
I AM THE SWARM	CHEWINS, HAYLEY	9780593623862	10-12
I AM THE SWARM	CHEWINS, HAYLEY	9780593623879	10-12
I AM THE SWARM	CHEWINS, HAYLEY	9780593623886	10-12
I HOPE THIS DOESN'T FIND YOU	LIANG, ANN	9781338827170	9-12
I HOPE THIS DOESN'T FIND YOU	LIANG, ANN	9781338827170	9-12
I KILLED THE KING	HANNAH, ANDREA	9780063379619	9-12
I KILLED THE KING	HANNAH, ANDREA	9780063379633	9-12
I WISH I DIDN'T HAVE TO TELL YOU THIS : A GRAPHIC MEMOIR	YELCHIN, EUGENE	9781536227321	10-12
I WISH I DIDN'T HAVE TO TELL YOU THIS : A GRAPHIC MEMOIR	YELCHIN, EUGENE	9781536215533	10-12
IF I COULD GO BACK	JOHNSON, BRIANA	9781682637975	9-12
IF I COULD GO BACK	JOHNSON, BRIANA	9781682637753	9-12
IF WE SURVIVE THIS	MARIE, RACQUEL	9781250352699	9-12
IF WE SURVIVE THIS	MARIE, RACQUEL	9781250352705	9-12
ILLUSIONS OF FIRE	SHARMA, NISHA	9781454947776	9-12
ILLUSIONS OF FIRE	SHARMA, NISHA	9781454947783	9-12
IN CASE YOU READ THIS	UNDERHILL, EDWARD	9780063373778	9-12
IN CASE YOU READ THIS	UNDERHILL, EDWARD	9780063373792	9-12
IN THE COMPANY OF KILLERS	COOK, ELORA	9780316574167	9-12
IN THE COMPANY OF KILLERS	COOK, ELORA	9780316574150	9-12
INCIDENTS AROUND THE HOUSE	MALERMAN, JOSH	9780593723128	11-Adult
THE INVISIBLE WILD	VAN DE CAR, NIKKI	9780762487066	9-12
THE INVISIBLE WILD	VAN DE CAR, NIKKI	9780762487073	9-12
KILL CREATURES	POWER, RORY	9780593302316	9-12
KILL CREATURES	POWER, RORY	9780593302330	9-12
KILL CREATURES	POWER, RORY	9780593302323	9-12
KILL THE LAX BRO	BALOGH, CHARLOTTE L	9780593899274	9-12
KILL THE LAX BRO	BALOGH, CHARLOTTE L	9780593899298	9-12
KILLER HOUSE PARTY	ANDERSON, LILY	9781250394699	9-12
KING : A LIFE (YOUNG READERS' EDITION)	EIG, JONATHAN	9780374393106	9-12
KING : A LIFE (YOUNG READERS' EDITION)	EIG, JONATHAN	9780374393106	9-12
KING : A LIFE (YOUNG READERS' EDITION)	EIG, JONATHAN	9780374393090	9-12
KING : A LIFE (YOUNG READERS' EDITION)	EIG, JONATHAN	9780374393090	9-12
KING : A LIFE (YOUNG READERS' EDITION)	EIG, JONATHAN	9780374393090	9-12
KIRBY'S LESSONS FOR FALLING (IN LOVE)	GAO, LAURA	9780063067813	9-12
KIRBY'S LESSONS FOR FALLING (IN LOVE)	GAO, LAURA	9780063067790	9-12
KIRBY'S LESSONS FOR FALLING (IN LOVE)	GAO, LAURA	9780063067806	9-12

KIRBY'S LESSONS FOR FALLING (IN LOVE)	GAO, LAURA	9780063067790	9-12
KNOCKING ON WINDOWS : A MEMOIR	ATKINS, JEANNINE	9781665977548	9-12
KNOCKING ON WINDOWS : A MEMOIR	ATKINS, JEANNINE	9781665977562	9-12
KNUCKLEHEAD : POEMS	KEITH, TONY, JR	9780063296053	9-12
KNUCKLEHEAD : POEMS	KEITH, TONY, JR	9780063296077	9-12
LADY OR THE TIGER	HERRMAN, HEATHER M	9781984816733	9-12
LADY OR THE TIGER	HERRMAN, HEATHER M	9781984816740	9-12
LADY'S KNIGHT	KAUFMAN, AMIE	9780062893390	9-12
LADY'S KNIGHT	KAUFMAN, AMIE	9780062893413	9-12
A LANGUAGE OF DRAGONS	WILLIAMSON, S F	9780063353848	9-12
A LANGUAGE OF DRAGONS	WILLIAMSON, S F	9780063353848	9-12
A LANGUAGE OF DRAGONS	WILLIAMSON, S F	9780063353824	9-12
A LANGUAGE OF DRAGONS	WILLIAMSON, S F	9780063353817	9-12
LAST BOOKSTORE ON EARTH	BRAUN-ARNOLD, LILY	9780593899502	9-12
LAST BOOKSTORE ON EARTH	BRAUN-ARNOLD, LILY	9780593899489	9-12
LAST BOOKSTORE ON EARTH	BRAUN-ARNOLD, LILY	9780593899519	9-12
THE LAST TIGER	RIEW, JULIA	9798217002047	8-12
THE LAST TIGER	RIEW, JULIA	9798217002054	8-12
THE LEAVING ROOM	MCBRIDE, AMBER	9781250908087	9-12
THE LEAVING ROOM	MCBRIDE, AMBER	9781250908094	9-12
LEAVING THE STATION	ARLOW, JAKE MAIA	9780063078772	9-12
LEAVING THE STATION	ARLOW, JAKE MAIA	9780063078796	9-12
LEGENDARY FRYBREAD DRIVE-IN : INTERTRIBAL STORIES	SMITH, CYNTHIA LEITICH	9780063314269	8-12
LEGENDARY FRYBREAD DRIVE-IN : INTERTRIBAL STORIES	SMITH, CYNTHIA LEITICH	9780063314283	8-12
LET THEM STARE	VAN NESS, JONATHAN	9780063346246	9-12
LET THEM STARE	VAN NESS, JONATHAN	9780063346260	9-12
LIBRARY OF LOST GIRLS	PIPPS, KRISTEN	9780593900475	9-12
LIES ON THE SERPENT'S TONGUE	PEARSALL, KATE	9780593531051	9-12
LIES ON THE SERPENT'S TONGUE	PEARSALL, KATE	9780593531068	9-12
LIGHT ENOUGH TO FLOAT	SEAL, LAUREN	9780593700143	9-12
LONG LIVE THE PUMPKIN QUEEN : THE GRAPHIC NOVEL	MARSHAM, LIZ	9781524126018	9-12
LONG LIVE THE PUMPKIN QUEEN : THE GRAPHIC NOVEL	MARSHAM, LIZ	9781524124298	9-12
LOUDMOUTH : EMMA GOLDMAN VS. AMERICA (A LOVE STORY)	HEILIGMAN, DEBORAH	9781250823076	9-12
LOUDMOUTH : EMMA GOLDMAN VS. AMERICA (A LOVE STORY)	HEILIGMAN, DEBORAH	9781250823083	9-12
LOVE AT FULL TILT	HOWE, JENNY L	9780593809105	9-12
LOVE AT FULL TILT	HOWE, JENNY L	9780593809105	9-12
LOVE AT FULL TILT	HOWE, JENNY L	9780593809112	9-12
LOVE AT FULL TILT	HOWE, JENNY L	9780593809112	9-12
LOVE AT SECOND SIGHT	LUKENS, F T	9781665950961	9-12
LOVE AT SECOND SIGHT	LUKENS, F T	9781665950947	9-12
LOVE AT SECOND SIGHT	LUKENS, F T	9781665950954	9-12

LOVE STORIES	EULBERG, ELIZABETH	9781546176732	9-12
LOVE, MISHA	ADEN, JAM	9781250866219	9-12
LOVE, MISHA	ADEN, JAM	9781250866226	9-12
LOVE, MISHA	ADEN, JAM	9781250435033	9-12
LOVER BIRDS	EGAN, LEANNE	9781546138051	9-12
LOVESICK FALLS	DRAKE, JULIA	9780759557444	9-12
LOVESICK FALLS	DRAKE, JULIA	9780759557826	9-12
LUCHA OF THE FORGOTTEN SPRING	MEJIA, TEHLOR KAY	9780593378403	9-12
LUCHA OF THE FORGOTTEN SPRING	MEJIA, TEHLOR KAY	9780593378427	9-12
LUCHA OF THE NIGHT FOREST	MEJIA, TEHLOR KAY	9780593378397	9-12
MAKE ME A MONSTER	BAYRON, KALYNN	9781547615865	9-12
MAMA DIDNT RAISE A LOSER : A BOOK OF ANTI-AFFIRMATIONS AND T	ACOSTA, CAROLINA	9781963183078	
A MASTERY OF MONSTERS	SAMBURY, LISELLE	9781665957366	9-12
A MASTERY OF MONSTERS	SAMBURY, LISELLE	9781665957380	9-12
MEET ME ON LOVE STREET	HERON, FARAH	9781665957595	8-12
MEET ME ON LOVE STREET	HERON, FARAH	9781665957571	8-12
MESSENGER : THE LEGEND OF MUHAMMAD ALI	BERNARDIN, MARC	9781250881632	9-12
MESSY PERFECT	BOTEJU, TANYA	9780063358492	9-12
MESSY PERFECT	BOTEJU, TANYA	9780063358515	9-12
MINDWALKER	DYLAN, KATE	9781529392722	9-12
MINDWALKER	DYLAN, KATE	9781529392722	9-12
MISTRESS OF BONES	MEDINA, MARIA Z	9781250888235	9-12
MISTRESS OF BONES	MEDINA, MARIA Z	9781250888242	9-12
MOB PSYCHO 100 : 11	ONE	9781506730738	9-12
MOB PSYCHO 100 : 11	ONE	9781506730738	9-12
MOB PSYCHO 100 : 12	ONE	9781506730745	9-12
MOB PSYCHO 100 : 12	ONE	9781506730745	9-12
MOB PSYCHO 100 : 13	ONE	9781506737980	9-12
MOB PSYCHO 100 : 13	ONE	9781506737980	9-12
MOB PSYCHO 100 : 14	ONE	9781506737997	9-12
MOB PSYCHO 100 : 14	ONE	9781506737997	9-12
MOB PSYCHO 100 : 2	ONE	9781506709888	9-12
MOB PSYCHO 100 : 2	ONE	9781506709888	9-12
MOB PSYCHO 100 : 3	ONE	9781506709895	9-12
MOB PSYCHO 100 : 3	ONE	9781506709895	9-12
MOB PSYCHO 100 : 4	ONE	9781506713694	9-12
MOB PSYCHO 100 : 4	ONE	9781506713694	9-12
MOB PSYCHO 100 : 5	ONE	9781506713700	9-12
MOB PSYCHO 100 : 5	ONE	9781506713700	9-12
MOB PSYCHO 100 : 6	ONE	9781506713717	9-12
MOB PSYCHO 100 : 6	ONE	9781506713717	9-12
MOB PSYCHO 100 : 8	ONE	9781506727608	9-12
MOB PSYCHO 100 : 8	ONE	9781506727608	9-12
MOB PSYCHO 100 : 9	ONE	9781506727615	9-12
MOB PSYCHO 100 : 9	ONE	9781506727615	9-12

MONSTRILIO	CORDOVA, GERARDO S	9781638930365	
MOONSICK	O'DONNELL, TOM	9781250353092	9-12
MOONSICK	O'DONNELL, TOM	9781250353115	9-12
A MOST PERILOUS WORLD : THE TRUE STORY OF THE YOUNG ABOLITIONI	GADDY, KRISTINA R	9780593855522	9-12
A MOST PERILOUS WORLD : THE TRUE STORY OF THE YOUNG ABOLITIONI	GADDY, KRISTINA R	9780593855539	9-12
A MOST PERILOUS WORLD : THE TRUE STORY OF THE YOUNG ABOLITIONI	GADDY, KRISTINA R	9780593855539	9-12
MURDER AT MINNESOTA POINT : UNRAVELING THE CAPTIVATING MYSTERY OF A LONG-FORGOTTEN TRUE CRIME	SAUVE, JEFFREY M	9780578341392	9-Adult
MY FAIRY GOD SOMEBODY	ALLEN, CHARLENE	9780063212862	9-12
MY FAIRY GOD SOMEBODY	ALLEN, CHARLENE	9780063212848	9-12
MY HERO ACADEMIA : 40	HORIKOSHI, KOHEI	9781974752737	9-12
MY HERO ACADEMIA : 40	HORIKOSHI, KOHEI	9781974752737	9-12
MY MOTHER, THE MERMAID CHASER	HOANG, JAMIE JO	9780593643006	9-12
MY MOTHER, THE MERMAID CHASER	HOANG, JAMIE JO	9780593643013	9-12
MY MOTHER, THE MERMAID CHASER	HOANG, JAMIE JO	9780593643020	9-12
MY PERFECT FAMILY	VANBRAKLE, KHADIJAH	9780823454860	9-12
MY PERFECT FAMILY	VANBRAKLE, KHADIJAH	9780823463213	9-12
MYSTERY ROYALE	CAVALANCIA, KAITLYN	9781368099080	9-12
NAHIA	JONES, EMILY	9780823458356	9-12
NAHIA	JONES, EMILY	9780823462087	9-12
NAHIA	JONES, EMILY	9780823462087	9-12
LOS NAUFRAGOS DEL WAGER	GRANN, DAVID	9788439744573	Adult
NAV'S FOOLPROOF GUIDE TO FALLING IN LOVE	LEWIS, JESSICA	9781335012388	9-12
NEEDY LITTLE THINGS	DESAMOURS, CHANNEL	9781250334817	9-12
NEEDY LITTLE THINGS	DESAMOURS, CHANNEL	9781250334824	9-12
NEVER THOUGHT I'D END UP HERE	LIANG, ANN	9781546110675	9-12
NEVER THOUGHT I'D END UP HERE	LIANG, ANN	9781546110682	9-12
NIGHT OWLS	VISHNY, A R	9780063327313	9-12
NIGHTBLOOD PRINCE	CHANG, MOLLY X	9780593897362	9-12
NIGHTBLOOD PRINCE	CHANG, MOLLY X	9780593897386	9-12
NOBODY IN PARTICULAR	GONZALES, SOPHIE	9781250352507	9-12
NOBODY IN PARTICULAR	GONZALES, SOPHIE	9781250352491	9-12
NUMB TO THIS : MEMOIR OF A MASS SHOOTING	NEELY, KINDRA	9780316462099	10-12
NUMB TO THIS : MEMOIR OF A MASS SHOOTING	NEELY, KINDRA	9780316462099	10-12
OCEAN APART	TEW, JILL	9780593903971	9-12
OCEAN APART	TEW, JILL	9780593903957	9-12
OCEAN APART	TEW, JILL	9780593903940	9-12
OF FLAME AND FURY	BRIDGE, MIKAYLA	9780374393410	9-12

OF FLAME AND FURY	BRIDGE, MIKAYLA	9780374393427	9-12
OF FLAME AND FURY	BRIDGE, MIKAYLA	9781250423436	9-12
ON HER GAME : CAITLIN CLARK AND THE REVOLUTION IN WOMEN'S SP	BRENNAN, CHRISTINE	9781668090190	10-Adult
ON HER GAME : CAITLIN CLARK AND THE REVOLUTION IN WOMEN'S SP	BRENNAN, CHRISTINE	9781668090213	10-Adult
ON MUSCLE : THE STUFF THAT MOVES US AND WHY IT MATTERS	TSUI, BONNIE	9781643753089	
ON STARLIT SHORES	GLENDINING, BEX	9781419765049	9-12
ON STARLIT SHORES	GLENDINING, BEX	9781419765056	9-12
ON THE WINGS OF LA NOCHE	TORRES, VANESSA L	9780593426173	9-12
ON THE WINGS OF LA NOCHE	TORRES, VANESSA L	9780593426197	9-12
ONE OF THE BOYS	ZELLER, VICTORIA	9781646145331	8-12
ONE OF THE BOYS	ZELLER, VICTORIA	9781646145027	8-12
ONE STEP FORWARD	ATKINS, MARCIE FLINCH	9780063339316	9-12
ONE STEP FORWARD	ATKINS, MARCIE FLINCH	9780063339330	9-12
THE OTHER SIDE OF THE OCEAN	NETTO, J D	9781625677204	9-12
OTHERWHERE POST	TAYLOR, EMILY J	9780593404546	9-12
OTHERWHERE POST	TAYLOR, EMILY J	9780593404553	9-12
OTHERWHERE POST	TAYLOR, EMILY J	9780593404560	9-12
OUR INFINITE FATES	STEVEN, LAURA	9781250333889	9-12
OUR INFINITE FATES	STEVEN, LAURA	9781250333896	9-12
OUR INFINITE FATES	STEVEN, LAURA	9781250333902	9-12
OUT OF AIR	REISS, RACHEL	9781250366146	9-12
OUT OF AIR	REISS, RACHEL	9781250422224	9-12
OUT OF AIR	REISS, RACHEL	9781250366153	9-12
PANTOMIME	SEBELA, CHRISTOPHER	9781545816264	8-12
PANTOMIME	SEBELA, CHRISTOPHER	9781545816783	8-12
PANTOMIME	SEBELA, CHRISTOPHER	9781952303098	8-12
PERFECT GIRL	BANGHART, TRACY	9781250902863	9-12
PERFECT GIRL	BANGHART, TRACY	9781250902856	9-12
PERSONA 3 : 10	ATLUS	9781772940817	9-12
PERSONA 3 : 11	ATLUS	9781772940824	9-12
PERSONA 3 : 2	ATLUS	9781927925867	9-12
PERSONA 3 : 3	ATLUS	9781927925874	9-12
PERSONA 3 : 4	SOGABE, SHUJI	9781927925881	9-12
PERSONA 3 : 5	SOGABE, SHUJI	9781927925898	9-12
PERSONA 3 : 6	SOGABE, SHUJI	9781927925904	9-12
PERSONA 3 : 7	ATLUS	9781772940787	9-12
PERSONA 3 : 8	ATLUS	9781772940794	9-12
PERSONA 3 : 9	ATLUS	9781772940800	9-12
PERSONA 4 : 1	SOGABE, SHUJI	9781927925577	10-12
PERSONA 4 : 10	ATLUS	9781772940893	10-12
PERSONA 4 : 11	ATLUS	9781772941326	10-12
PERSONA 4 : 12	ATLUS	9781772941333	10-12
PERSONA 4 : 13	ATLUS	9781772941340	10-12
PERSONA 4 : 2	SOGABE, SHUJI	9781927925669	10-12

PERSONA 4 : 4	SOGABE, SHUJI	9781927925812	10-12
PERSONA 4 : 5	ATLUS	9781927925829	10-12
PERSONA 4 : 6	SOGABE, SHUJI	9781927925836	10-12
PERSONA 4 : 7	ATLUS	9781772940657	10-12
PERSONA 4 : 8	ATLUS	9781772940763	10-12
PERSONA 4 : 9	ATLUS	9781772940886	10-12
PREDATORY NATURES	GOLDSMITH, AMY	9780593814338	9-12
PREDATORY NATURES	GOLDSMITH, AMY	9780593814314	9-12
PREDATORY NATURES	GOLDSMITH, AMY	9780593814345	9-12
THE PREMONITIONS CLUB	WOMACK, GWENDOLYN	9780744311266	8-12
PRETTY GIRL COUNTY	WILSON, LAKITA	9780593525647	9-12
PRETTY GIRL COUNTY	WILSON, LAKITA	9780593525661	9-12
PRIVATE RITES	ARMFIELD, JULIA	9781250344311	
PROYECTO HAIL MARY	WEIR, ANDY	9788418037016	10-Adult
PROYECTO HAIL MARY	WEIR, ANDY	9788418037016	10-Adult
RANDOM MINIS : WE WERE LIARS	LOCKHART, E	9780593126097	9-12
THE RAVEN BOYS : THE GRAPHIC NOVEL	STIEFVATER, MAGGIE	9780593621196	8-12
THE RAVEN BOYS : THE GRAPHIC NOVEL	STIEFVATER, MAGGIE	9780593621189	8-12
THE RAVEN BOYS : THE GRAPHIC NOVEL	STIEFVATER, MAGGIE	9780593621172	8-12
THE RAVEN BOYS : THE GRAPHIC NOVEL	STIEFVATER, MAGGIE	9780593621189	8-12
REASONS TO HATE ME	METALLO, SUSAN	9781536247565	9-12
REASONS TO HATE ME	METALLO, SUSAN	9781536240351	9-12
THE REBEL GIRLS OF ROME	TAYLOR, JORDYN	9780063340312	8-12
THE REBEL GIRLS OF ROME	TAYLOR, JORDYN	9780063340305	8-12
THE REBEL GIRLS OF ROME	TAYLOR, JORDYN	9780063340299	8-12
REBEL WITCH	CICCARELLI, KRISTEN	9781250866929	9-12
REBEL WITCH	CICCARELLI, KRISTEN	9781250866936	9-12
REBIS : BORN AND REBORN	MARCHESINI, IRENE	9781250359070	10-12
REBIS : BORN AND REBORN	MARCHESINI, IRENE	9781250359087	10-12
REBIS : BORN AND REBORN	MARCHESINI, IRENE	9781250424518	10-12
RECOMMENDED READING	COCCIA, PAUL	9781638931492	9-12
THE RED CAR TO HOLLYWOOD	LIU, JENNIE	9781728493213	9-12
RED FLAGS AND BUTTERFLIES	AZZAM, SHERYL	9781770868076	8-12
RED FLAGS AND BUTTERFLIES	AZZAM, SHERYL	9781770868069	8-12
RED IN TOOTH AND CLAW	MCBRIDE, LISH	9781984815620	9-12
RED IN TOOTH AND CLAW	MCBRIDE, LISH	9781984815644	9-12
RENEGADE GIRLS : A QUEER TALE OF ROMANCE AND RABBLE-ROUSING	NEUS, NORA	9780316440035	9-12
RENEGADE GIRLS : A QUEER TALE OF ROMANCE AND RABBLE-ROUSING	NEUS, NORA	9780316439831	9-12
RENEGADE GIRLS : A QUEER TALE OF ROMANCE AND RABBLE-ROUSING	NEUS, NORA	9780316439930	9-12
REWIND TO US	MORRIS, MOLLY	9781250289728	9-12
REWIND TO US	MORRIS, MOLLY	9781250289735	9-12

RHINO'S RUN	LIPSYTE, ROBERT	9780063343870	9-12
RHINO'S RUN	LIPSYTE, ROBERT	9780063343894	9-12
RIGHT BESIDE YOU	SHAW, TUCKER	9781250327109	9-12
RIGHT BESIDE YOU	SHAW, TUCKER	9781250327093	9-12
THE RIVAL	LORD, EMMA	9781250904027	9-12
THE RIVAL	LORD, EMMA	9781250904034	9-12
THE RIVAL	LORD, EMMA	9781250904041	9-12
ROAR OF THE LAMBS	SHEA, JAMISON	9781250381729	9-12
ROAR OF THE LAMBS	SHEA, JAMISON	9781250381736	9-12
ROMANCE RIVALRY	LEE, SUSAN	9781335012876	10-12
ROMANCE RIVALRY	LEE, SUSAN	9781335012876	10-12
THE ROMANTIC TRAGEDIES OF A DRAMA KING	TREVALDWYN, HARRY	9781250366788	9-12
THE ROMANTIC TRAGEDIES OF A DRAMA KING	TREVALDWYN, HARRY	9781250366795	9-12
THE ROMANTIC TRAGEDIES OF A DRAMA KING	TREVALDWYN, HARRY	9781250381309	9-12
ROSA BY ANY OTHER NAME	ALCARAZ, HAILEY	9780593525579	9-12
ROSA BY ANY OTHER NAME	ALCARAZ, HAILEY	9780593525593	9-12
THE ROSE BARGAIN	SMITH, SASHA PEYTON	9780063372542	9-12
THE ROSE BARGAIN	SMITH, SASHA PEYTON	9780063372528	9-12
THE ROSE BARGAIN	SMITH, SASHA PEYTON	9780063372528	9-12
THE ROSE BARGAIN	SMITH, SASHA PEYTON	9780063372535	9-12
THE ROSE BARGAIN	SMITH, SASHA PEYTON	9780063372535	9-12
THE ROSEWOOD HUNT	REED, MACKENZIE	9780063287617	9-12
THE ROSEWOOD HUNT	REED, MACKENZIE	9780063287617	9-12
ROYAL HEIRS ACADEMY	DUGA, LINDSEY	9780316578660	9-12
ROYAL HEIRS ACADEMY	DUGA, LINDSEY	9780316578691	9-12
ROYAL HEIRS ACADEMY	DUGA, LINDSEY	9780316578714	9-12
THE RULES OF ROYALTY	DIETRICH, CALE	9781250887757	9-12
THE RULES OF ROYALTY	DIETRICH, CALE	9781250887771	9-12
THE RULES OF ROYALTY	DIETRICH, CALE	9781250887764	9-12
RUN AWAY WITH ME	SELZNICK, BRIAN	9781339035529	9-12
RUN AWAY WITH ME	SELZNICK, BRIAN	9781546110224	9-12
RUN LIKE A GIRL	EGBE, AMAKA	9781335009937	8-12
THE SALMON CANNON AND THE LEVITATING FROG : AND OTHER SERIOUS DISCOVERIES OF SILLY SCIENCE	YORK, CARLY ANNE	9781541605213	10-Adult
THE SALMON CANNON AND THE LEVITATING FROG : AND OTHER SERIOUS DISCOVERIES OF SILLY SCIENCE	YORK, CARLY ANNE	9781541605220	10-Adult
SALVACION	PROUDMAN, SANDRA	9781250895080	9-12
SALVACION	PROUDMAN, SANDRA	9781250895097	9-12
SAVING ELLEN : A MEMOIR OF HOPE AND RECOVERY	CASEY, MAURA	9781510783867	9-12
SAVING ELLEN : A MEMOIR OF HOPE AND RECOVERY	CASEY, MAURA	9781510780774	9-12

SAY A LITTLE PRAYER	VORIS, JENNA	9780593692745	9-12
SAY A LITTLE PRAYER	VORIS, JENNA	9780593692745	9-12
SAY A LITTLE PRAYER	VORIS, JENNA	9780593692752	9-12
THE SCAMMER	JACKSON, TIFFANY D	9780063271272	9-12
SEA CHANGE	FLETCHER, SUSAN	9781419773921	9-12
SEA CHANGE	FLETCHER, SUSAN	9798887072982	9-12
SEA CHANGE	FLETCHER, SUSAN	9781419773938	9-12
SECRET ASTRONOMERS	WALKER, JESSICA	9780593692677	8-12
SECRET ASTRONOMERS	WALKER, JESSICA	9780593692691	8-12
SECRET PUBLIC : HOW MUSIC MOVED QUEER CULTURE FROM THE MARGI	SAVAGE, JON	9781324096108	11-Adult
SHAMPOO UNICORN	LOVETT, SAWYER	9781368108959	10-12
SHAMPOO UNICORN	LOVETT, SAWYER	9781368113830	10-12
SILENCE : 1	VORNIERE, YOANN	9798887074474	9-12
SILENCE : 1	VORNIERE, YOANN	9781419777691	9-12
SILENCED	WALLACH, DIANA RODR	9780593898512	9-12
SILENCED	WALLACH, DIANA RODR	9780593898543	9-12
SILENCED VOICES : RECLAIMING MEMORIES FROM THE GUATEMALAN GENOCIDE	LEON, PABLO	9780063223561	9-12
SILENCED VOICES : RECLAIMING MEMORIES FROM THE GUATEMALAN GENOCIDE	LEON, PABLO	9780063223554	9-12
SILENCED VOICES : RECLAIMING MEMORIES FROM THE GUATEMALAN GENOCIDE	LEON, PABLO	9780063223578	9-12
THE SINGULAR LIFE OF ARIA PATEL	AHMED, SAMIRA	9780316548687	9-12
THE SINGULAR LIFE OF ARIA PATEL	AHMED, SAMIRA	9780316549387	9-12
SISTERS IN THE WIND	BOULLEY, ANGELINE	9781250328533	9-12
SISTERS IN THE WIND	BOULLEY, ANGELINE	9781250328540	9-12
SIXTEEN SOULS	TALBOT, ROSIE	9781339018218	9-12
SKIPSHOCK	O'DONOGHUE, CAROLIN	9781536228816	9-12
SKIPSHOCK	O'DONOGHUE, CAROLIN	9781536242140	9-12
THE SLEEPLESS	WILLIAMS, JEN	9781250409256	9-12
THE SLEEPLESS	WILLIAMS, JEN	9781250409263	9-12
SNOWGLOBE 2	PARK, SOYOUNG	9780593809150	9-12
SNOWGLOBE 2	PARK, SOYOUNG	9780593809143	9-12
SNOWGLOBE 2	PARK, SOYOUNG	9780593809174	9-12
SOLO	O'BRIEN, GRAINNE	9781915071798	9-12
SOLO	O'BRIEN, GRAINNE	9781915071934	9-12
SOMADINA	EMEZI, AKWAEKE	9780593309070	9-12
SOMADINA	EMEZI, AKWAEKE	9780593309094	9-12
SOMADINA	EMEZI, AKWAEKE	9780593309100	9-12
SOMETIMES THE GIRL	MASON-BLACK, JENNIFE	9781728493299	9-12
SONG OF A BLACKBIRD	VAN LIESHOUT, MARIA	9781250869814	9-12
SONG OF A BLACKBIRD	VAN LIESHOUT, MARIA	9781250869821	9-12
SONG OF A BLACKBIRD	VAN LIESHOUT, MARIA	9781250412119	9-12

SONGS FOR GHOSTS	KUMAGAI, CLARA	9781419768538	9-12
SONGS FOR GHOSTS	KUMAGAI, CLARA	9798887070483	9-12
SOUNDTRACK	REYNOLDS, JASON	9780593863473	9-Adult
SPEAKING ON CLIMATE : A GUIDE TO SPEECHWRITING FOR A BETTER FUTURE	NIELSEN, RUNE KIER	9798765627570	9-12
SPEAKING ON CLIMATE : A GUIDE TO SPEECHWRITING FOR A BETTER FUTURE	NIELSEN, RUNE KIER	9798765627587	9-12
THE SPLENDID AND THE VILE : A SAGA OF CHURCHILL, FAMILY, AND	LARSON, ERIK	9780385348737	11-Adult
THE SPLENDID AND THE VILE : A SAGA OF CHURCHILL, FAMILY, AND	LARSON, ERIK	9780385348737	11-Adult
SPLIT THE SKY	ARNOLD, MARIE	9780316582933	9-12
SPLIT THE SKY	ARNOLD, MARIE	9780316582872	9-12
STATUS ROYALE : 2	XU, RU	9781974752522	9-12
STATUS ROYALE : 2	XU, RU	9781974752522	9-12
STAY DEAD	HENRY, APRIL	9780316480390	9-12
STAY DEAD	HENRY, APRIL	9780316480390	9-12
STORY OF MY ANGER	MENDEZ, JASMINNE	9780593531884	9-12
STORY OF MY ANGER	MENDEZ, JASMINNE	9780593531877	9-12
STRANGE BEDFELLOWS	RIES, ARIEL SLAMET	9780063158092	9-12
STRANGE BEDFELLOWS	RIES, ARIEL SLAMET	9780063158092	9-12
STRANGE BEDFELLOWS	RIES, ARIEL SLAMET	9780063158085	9-12
STRANGE BEDFELLOWS	RIES, ARIEL SLAMET	9780063158085	9-12
STRANGE BEDFELLOWS	RIES, ARIEL SLAMET	9780063158108	9-12
STRANGE BEDFELLOWS	RIES, ARIEL SLAMET	9780063158085	9-12
STUCK UP AND STUPID	RICE, ANGOURIE	9781536244861	9-12
STUCK UP AND STUPID	RICE, ANGOURIE	9781536239034	9-12
STUCK UP AND STUPID	RICE, ANGOURIE	9781536251210	9-12
STUDENT GOVERNMENT	JUSTUS, DAVE	9781545816103	9-12
STUDENT GOVERNMENT	JUSTUS, DAVE	9781545816622	9-12
SUMMER GIRLS	DUGAN, JENNIFER	9780593696897	9-12
SUMMER GIRLS	DUGAN, JENNIFER	9780593696903	9-12
SUMMER GIRLS	DUGAN, JENNIFER	9780593696910	9-12
SUNLIGHT PLAYING OVER A MOUNTAIN	BI, SELINA LI	9781641296489	9-12
SUNLIGHT PLAYING OVER A MOUNTAIN	BI, SELINA LI	9781641296496	9-12
SURROUNDED : AMERICA'S FIRST SCHOOL FOR BLACK GIRLS, 1832	LUPANO, WILFRID	9781681123486	9-12
SURROUNDED : AMERICA'S FIRST SCHOOL FOR BLACK GIRLS, 1832	LUPANO, WILFRID	9781681123493	9-12
THE SURVIVOR WANTS TO DIE AT THE END	SILVERA, ADAM	9780063240872	9-12
THE SURVIVOR WANTS TO DIE AT THE END	SILVERA, ADAM	9780063240858	9-12
THE SWANS OF HARLEM (ADAPTED FOR YOUNG ADULTS) : FIVE BLACK BALL	VALBY, KAREN	9780593643587	9-12

THE SWANS OF HARLEM (ADAPTED FOR YOUNG ADULTS) : FIVE BLACK BALL	VALBY, KAREN	9780593643563	9-12
THE SWANS OF HARLEM (ADAPTED FOR YOUNG ADULTS) : FIVE BLACK BALL	VALBY, KAREN	9780593643563	9-12
SWARM	LYLE, JENNIFER D	9781728270913	9-12
SWARM	LYLE, JENNIFER D	9781728270913	9-12
SWARM	LYLE, JENNIFER D	9781728270913	9-12
SWARM	LYLE, JENNIFER D	9781728270913	9-12
TAKE A CHANCE ON ME	EULBERG, ELIZABETH	9781546129271	9-12
TAKE A CHANCE ON ME	EULBERG, ELIZABETH	9781546129288	9-12
TALL WATER	SINDU, SJ	9780063090163	9-12
TALL WATER	SINDU, SJ	9780063090156	9-12
TALL WATER	SINDU, SJ	9780063090170	9-12
TEARSMITH	DOOM, ERIN	9780593874387	9-12
TEMPEST	IBURA, K	9780063081031	9-12
TENDER BEASTS	SAMBURY, LISELLE	9781665903523	9-12
TENDERLY, I AM DEVOURED	CLIPSTONE, LYNDALL	9781250348906	9-12
TENDERLY, I AM DEVOURED	CLIPSTONE, LYNDALL	9781250348913	9-12
THAT DEVIL, AMBITION	MILLER, LINSEY	9780063388611	9-12
THAT DEVIL, AMBITION	MILLER, LINSEY	9780063388642	9-12
THERE'S NO WAY I'D DIE FIRST	SPRINGER, LISA	9780593643204	9-12
THERE'S NO WAY I'D DIE FIRST	SPRINGER, LISA	9780593643174	9-12
THESE BODIES AIN'T BROKEN	DYER, MADELINE	9798890033024	9-12
THESE BODIES AIN'T BROKEN	DYER, MADELINE	9798890033031	9-12
THEY ALL HAD A REASON	LEATHERS, MICHELE	9781464260223	9-12
THEY BLOOM AT NIGHT	TRAN, TRANG THANH	9781547611119	9-12
THEY BLOOM AT NIGHT	TRAN, TRANG THANH	9781547611126	9-12
THIS BOOK MIGHT BE ABOUT ZINNIA	MORRIS, BRITTNEY	9781665904018	8-12
THIS BOOK MIGHT BE ABOUT ZINNIA	MORRIS, BRITTNEY	9781665904032	8-12
THIS BOOK WILL BURY ME	WINSTEAD, ASHLEY	9781728270005	10-Adult
THIS COULD BE FOREVER	LADELLE, EBONY	9781665948692	9-12
THIS COULD BE FOREVER	LADELLE, EBONY	9781665948678	9-12
THIS DELICIOUS DEATH	COTTINGHAM, KAYLA	9781728236445	9-12
THIS DELICIOUS DEATH	COTTINGHAM, KAYLA	9781728236445	9-12
THIS INEVITABLE RUIN	DINNIMAN, MATT	9798217190041	11-Adult
THIS IS THE YEAR	MUNOZ, GLORIA	9780823458363	9-12
THIS IS THE YEAR	MUNOZ, GLORIA	9780823462186	9-12
THIS IS WHERE WE DIE	HE, CINDY R X	9781728293424	9-12
THIS IS WHERE WE DIE	HE, CINDY R X	9781728293431	9-12
THIS MOTH SAW BRIGHTNESS	VACHARAT, A A	9780593698600	9-12
THIS MOTH SAW BRIGHTNESS	VACHARAT, A A	9780593698600	9-12
THIS MOTH SAW BRIGHTNESS	VACHARAT, A A	9780593698624	9-12
THIS PLACE KILLS ME	TAMAKI, MARIKO	9781419768453	9-12
THIS PLACE KILLS ME	TAMAKI, MARIKO	9781419768460	9-12
THIS PLACE KILLS ME	TAMAKI, MARIKO	9798887070445	9-12

THIS THING OF OURS	JOSEPH, FREDERICK	9781536244878	9-12
THIS THING OF OURS	JOSEPH, FREDERICK	9781536233469	9-12
THORN SEASON	AZAR, KIERA	9780063427792	9-12
THORN SEASON	AZAR, KIERA	9780063427815	9-12
THE THRASHERS	SOTO, JULIE	9781250377180	9-12
THE THRASHERS	SOTO, JULIE	9781250377173	9-12
THE THRASHERS	SOTO, JULIE	9781250377173	9-12
THE THRASHERS	SOTO, JULIE	9781250377197	9-12
THE THRASHERS	SOTO, JULIE	9781250377197	9-12
TIME AFTER TIME	DAUGHTRY, MIKKI	9780593533826	9-12
TIME AFTER TIME	DAUGHTRY, MIKKI	9780593533840	9-12
TITAN OF THE STARS	JOHNSTON, E K	9781774884096	9-12
TITAN OF THE STARS	JOHNSTON, E K	9781774884089	9-12
TO STEAL FROM THIEVES	LOBB, M K	9780316575485	9-12
TO STEAL FROM THIEVES	LOBB, M K	9780316575508	9-12
TO STEAL FROM THIEVES	LOBB, M K	9780316575492	9-12
A TOUCH OF BLOOD	PATEL, SAJNI	9781368098779	9-12
THE TOURNAMENT	BARROW, REBECCA	9781665932301	9-12
THE TOURNAMENT	BARROW, REBECCA	9781665932325	9-12
TREEKEEPERS : THE RACE FOR A FORESTED FUTURE	OAKES, LAUREN E	9781541603349	11-Adult
TRIPPING OVER YOU : 1	HARCUM, SUZANA	9781250330710	10-12
TRIPPING OVER YOU : 1	HARCUM, SUZANA	9781250330727	10-12
TRUE GRETCH : YOUNG ADULT EDITION : LESSONS FOR ANYONE WHO WANTS TO MAKE A DIFFERENCE	WHITMER, GRETCHEN	9781665983761	9-12
TRUE GRETCH : YOUNG ADULT EDITION : LESSONS FOR ANYONE WHO WANTS TO MAKE A DIFFERENCE	WHITMER, GRETCHEN	9781665983785	9-12
TRUE LIFE IN UNCANNY VALLEY	CALETTI, DEB	9780593708637	9-12
TRUE LIFE IN UNCANNY VALLEY	CALETTI, DEB	9780593708613	9-12
TRUE LIFE IN UNCANNY VALLEY	CALETTI, DEB	9780593708644	9-12
TRUTH IS	SAWYERR, HANNAH V	9781419776830	9-12
TRUTH IS	SAWYERR, HANNAH V	9798887074016	9-12
TWELFTH KNIGHT	FOLLMUTH, ALEXENE F/	9781250884916	9-12
TWELFTH KNIGHT	FOLLMUTH, ALEXENE F/	9781250884916	9-12
TWENTY-FOUR SECONDS FROM NOW : A REGULAR LOVE STORY	REYNOLDS, JASON	9781665961271	10-12
TWENTY-FOUR SECONDS FROM NOW : A REGULAR LOVE STORY	REYNOLDS, JASON	9781665961288	10-12
UNDER THE SAME STARS	BRAY, LIBBA	9780374388942	9-12
UNDER THE SAME STARS	BRAY, LIBBA	9780374388959	9-12
UNDER THE SAME STARS	BRAY, LIBBA	9781250812735	9-12
UNDER THIS FORGETFUL SKY	YERO, LAUREN	9781665913805	9-12
THE UNEXPECTED CONSEQUENCE OF BLEEDING ON A TUESDAY	TONEY, KELSEY B	9780593811528	9-12

THE UNEXPECTED CONSEQUENCE OF BLEEDING ON A TUESDAY	TONEY, KELSEY B	9780593811511	9-12
THE UNEXPECTED CONSEQUENCE OF BLEEDING ON A TUESDAY	TONEY, KELSEY B	9780593811535	9-12
UNHALLOWED HALLS	WILKINSON, LILI	9780593811009	9-12
UNHALLOWED HALLS	WILKINSON, LILI	9780593811016	9-12
UNHALLOWED HALLS	WILKINSON, LILI	9780593810989	9-12
UNHALLOWED HALLS	WILKINSON, LILI	9780593811016	9-12
UNLOCK THE DARK	HAWK, SASA	9780063335035	8-12
UNLOCK THE DARK	HAWK, SASA	9780063335059	8-12
UNORDINARY : 3	URU-CHAN	9780063327771	9-12
UNORDINARY : 3	URU-CHAN	9780063327764	9-12
UP IN SMOKE	BROOKS, NICK	9781250359933	9-12
UP IN SMOKE	BROOKS, NICK	9781250359926	9-12
UPON A STARLIT TIDE	WOODS, KELL	9781250852526	10-Adult
UPON A STARLIT TIDE	WOODS, KELL	9781250852519	10-Adult
UPON A STARLIT TIDE	WOODS, KELL	9781250852533	10-Adult
VALID : DYSTOPIAN AUTOFICTION	BERGERON, CHRIS	9781487011130	
VERITY VOX AND THE CURSE OF FOXFIRE	MARTIN, DON	9798890032713	9-12
VERITY VOX AND THE CURSE OF FOXFIRE	MARTIN, DON	9798890032706	9-12
VESUVIUS	BIEHN, CASS	9781682637999	9-12
VESUVIUS	BIEHN, CASS	9781682637326	9-12
VOICE OF THE OCEAN	IMPICCICHE, KELSEY	9798212980906	
VOYAGE OF THE DAMNED	WHITE, FRANCES	9780778387909	10-Adult
VOYAGE OF THE DAMNED	WHITE, FRANCES	9780778387428	10-Adult
VOYAGE OF THE DAMNED	WHITE, FRANCES	9780369762092	10-Adult
THE WAGER : A TALE OF SHIPWRECK, MUTINY AND MURDER	GRANN, DAVID	9780385534260	Adult
WAKE THE WILD CREATURES	SUMA, NOVA REN	9781616206727	9-12
WAKE THE WILD CREATURES	SUMA, NOVA REN	9781523533275	9-12
WATCH ME	MAFI, TAHEREH	9780063419025	9-12
WATCH ME	MAFI, TAHEREH	9780063419001	9-12
WATCH ME	MAFI, TAHEREH	9780063419018	9-12
WE ARE VILLAINS	CALLENDER, KACEN	9781647004132	9-12
WE ARE VILLAINS	CALLENDER, KACEN	9781419756894	9-12
WE CAN NEVER LEAVE	EDGMON, H E	9781250853653	10-12
WE CAN NEVER LEAVE	EDGMON, H E	9781250853660	10-12
WE USED TO LIVE HERE	KLIEWER, MARCUS	9781982198787	Adult
WENDY'S EVER AFTER	WRIGHT, JULIE	9781639933877	9-12
WENDY'S EVER AFTER	WRIGHT, JULIE	9781649333582	9-12
WHAT THE WOODS TOOK	GOULD, COURTNEY	9781250340672	9-12
WHAT THE WOODS TOOK	GOULD, COURTNEY	9781250340689	9-12
WHAT THE WOODS TOOK	GOULD, COURTNEY	9781250340696	9-12
WHAT WAKES THE BELLS	TESCH, ELLE	9781250322814	9-12
WHAT WAKES THE BELLS	TESCH, ELLE	9781250322807	9-12
WHAT WAKES THE BELLS	TESCH, ELLE	9781250322791	9-12

WHEN DEVILS SING	KAUR, XAN	9781250357175	9-12
WHEN DEVILS SING	KAUR, XAN	9781250357168	9-12
WHEN THE BONES SING	SAIN, GINNY MYERS	9780593625484	9-12
WHEN THE BONES SING	SAIN, GINNY MYERS	9780593625491	9-12
WHEN THE MOON HITS YOUR EYE	SCALZI, JOHN	9780765389091	
WHEN WE GO MISSING	HENRY, APRIL	9780316479998	9-12
WHEN WE GO MISSING	HENRY, APRIL	9780316480192	9-12
WHEN WE RIDE	OGLE, REX	9781324052838	9-12
WHEN WE RIDE	OGLE, REX	9781324052821	9-12
WHEN WE WERE MONSTERS	NIVEN, JENNIFER	9781524713027	9-12
WHEN WE WERE MONSTERS	NIVEN, JENNIFER	9781524713041	9-12
WHERE SHADOWS BLOOM	BAKEWELL, CATHERINE	9780063359086	9-12
WHERE SHADOWS BLOOM	BAKEWELL, CATHERINE	9780063359109	9-12
WHERE SHADOWS BLOOM	BAKEWELL, CATHERINE	9780063359093	9-12
WHILE WE'RE YOUNG	WALTHER, K L	9780593813966	9-12
WHILE WE'RE YOUNG	WALTHER, K L	9780593813959	9-12
THE WHITE GUY DIES FIRST : 13 SCARY STORIES OF FEAR AND POWER	BENTON-WALKER, TERR	9781250861276	9-12
WHITE LIES : HOW THE SOUTH LOST THE CIVIL WAR BUT LIED TO WIN THE HISTORY	BAUSUM, ANN	9781250816573	7-12
WHITE LIES : HOW THE SOUTH LOST THE CIVIL WAR BUT LIED TO WIN THE HISTORY	BAUSUM, ANN	9781250816580	7-12
WHITE WIDOW : SECRET SISTERS	SHARPE, TESS	9781368101998	9-12
WHITE WIDOW : SECRET SISTERS	SHARPE, TESS	9781368115025	9-12
WHO'S ALL GOING (TO DIE)?	SPRINGER, LISA	9780593900581	9-12
WHO'S ALL GOING (TO DIE)?	SPRINGER, LISA	9780593900574	9-12
WICKED DARLINGS	TAYLOR, JORDYN	9780593709856	9-12
WICKED DARLINGS	TAYLOR, JORDYN	9780593709870	9-12
THE WICKED UNSEEN	GRIFFIS, GIGI	9780593644102	9-12
WIN LOSE KILL DIE	MURPHY, CYNTHIA	9780593705476	9-12
WIN LOSE KILL DIE	MURPHY, CYNTHIA	9780593705476	9-12
WISH UPON A K-STAR	CHO, KAT	9781368103787	9-12
WISH UPON A K-STAR	CHO, KAT	9781368103015	9-12
THE WITCH OF COLCHIS : MEDEA'S STORY	HEWLETT, ROSIE	9781728299013	11-Adult
THE WITCH OF COLCHIS : MEDEA'S STORY	HEWLETT, ROSIE	9781728299013	11-Adult
WITCH'S LIFE IN MONGOL : 1	SOUP, TOMATO	9798855414219	9-12
THE WITCHSTONE	NEFF, HENRY H	9798212015547	11-Adult
WOLFSBANE : THE MOONLIGHT EDITION	CADY, RYAN	9781952126680	9-12
WOMEN, LIFE, FREEDOM : POEMS FOR THE IRANIAN REVOLUTION	ZAN, BANOO	9781771839723	
WOVEN FROM CLAY	BIRCH, JENNIFER	9781250365460	9-12
WOVEN FROM CLAY	BIRCH, JENNIFER	9781250365477	9-12
YOMIGAERI TUNNEL	MURASHIGE, KELLY	9781641297035	9-12

YOMIGAERI TUNNEL	MURASHIGE, KELLY	9781641297042	9-12
YOU AND ME ON REPEAT	SHYNE, MARY	9781250851857	10-12
YOU AND ME ON REPEAT	SHYNE, MARY	9781250851840	10-12
YOU AND ME ON REPEAT	SHYNE, MARY	9781250430519	10-12
YOU STARTED IT	KHALILIEH, JACKIE	9781774884751	9-12
YOU STARTED IT	KHALILIEH, JACKIE	9781774884768	9-12
YOU STARTED IT	KHALILIEH, JACKIE	9781774884768	9-12
YOUR FINAL MOMENTS	COLES, JAY	9781546125570	9-12
YOUR FINAL MOMENTS	COLES, JAY	9781546125563	9-12
YOUTH GROUP	MORRIS, JORDAN	9781250789228	9-12

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025

  D.
  ADDITIONAL CONSENT AGENDA ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Adoption of Proposed Revisions to Board Operating Procedures Handbook

JUSTIFICATION STATEMENT:
To adopt proposed revisions to the Board Operating Procedures Handbook

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Board President Hanany and Board of Trustees

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:
The Board of Trustees met on September 23 and September 30, 2025, to review and propose revisions to the Board Operating Procedures Handbook, which was last revised on April 21, 2015. The Board will consider adopting the sections of the Handbook, which were reviewed at the September 2025 workshops. Additional workshops to review and propose revisions to the remaining sections will be scheduled at a later date.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board adopt the proposed revisions to the Board Operating Procedures Handbook, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

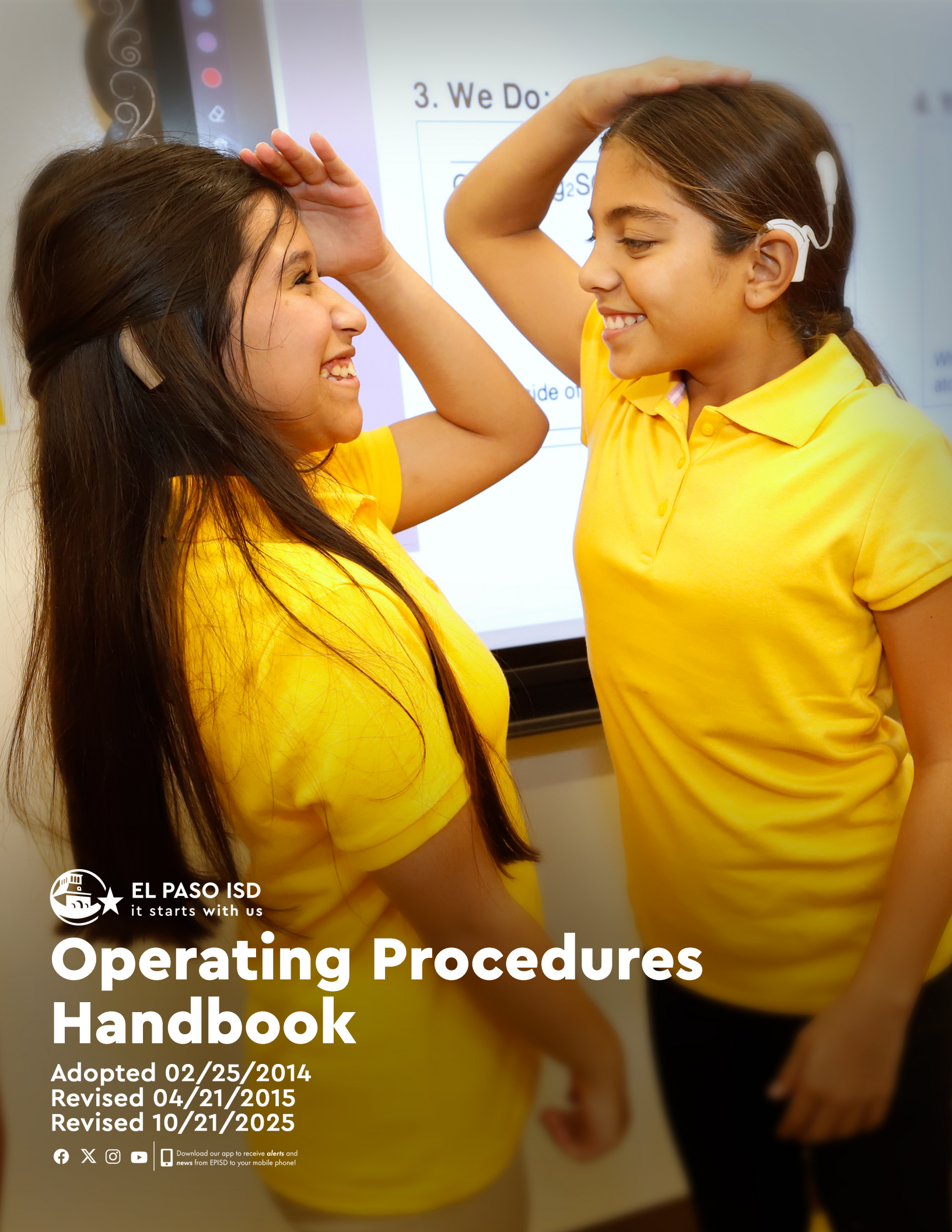
IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
OperatingProceduresHandbook - DRAFT.pdf



EL PASO ISD
it starts with us

Operating Procedures Handbook

Adopted 02/25/2014
Revised 04/21/2015
Revised 10/21/2025

Download our app to receive ***alerts*** and ***news*** from EPISD to your mobile phone!

Table of Contents

Preface 2
Mission, Vision, and Core Belief Statements 2
Five Strategic Levers and Essential Actions with Key Targets 3
Framework for Governance Leadership and School Board Development 6
ETHICS for School Board Members 7
Communicating with Team Members Between Meetings 8
Communicating with the Media and Community 9
Social Media 9
Communicating with Vendors 9
Responding to Community or Employee Complaints 9
Visiting Campuses as a Board Member 9
Rules of Order for Board Meetings 10
Preparing the Board Meeting Agenda 10
Requesting Information About Meeting Agenda Items 11
Participating in the Board Meeting as a Board Member 12
Participating as a Board Member in Public Forum 12
Requesting Information Not Related to Agenda Items 12
Board Committees and Conducting Board Committee Meetings 13
Advisory Committee Meetings 14
District Issued Equipment and Supplies 14
Board Attendance at Graduations 14
Board Member Travel and Expenses 15
Required Training for Board Members 15
Orientation of New Board Members 16
Compliance with Operating Procedures 16
Exhibit A 18

DRAFT

Preface

This Operating Procedures Handbook is intended to restate and elaborate on pertinent Board policies pertaining to operations of the Board of Trustees. In case of conflict, the language of officially adopted Board policies will take precedence over any contrary provisions in this handbook.

The Board Operating Procedures Handbook will be reviewed and adopted by the Board and updated as needed as a part of Board training.

MISSION

In partnership with our families and community, we will uphold the highest standards to provide inclusive and fair learning experiences that support the whole child.

VISION

INSPIRE and EMPOWER learners to THRIVE.

CORE BELIEFS

The foundation of success, for our students and our school system, is rooted in our core beliefs and these beliefs define the EL Paso ISD Way. Our six core beliefs affirm who we are, what we stand for, how we treat each other, what we prioritize, and what guiding principles we live by as members of the El Paso ISD family.

Whole Child
We champion a well-rounded educational experience to ensure all students are healthy, safe, valued, engaged, and academically challenged.

Opportunity
We honor and cultivate the unique needs and interests of all learners through relationships and personalization.

Excellence
We embrace a culture of creativity, exploration, and innovation to sustain our growth and improvement.

Equity
We commit to removing barriers to ensure our schools and programs are inclusive and equitable.

Community
We build community through authentic engagement, collaboration, and honoring diversity of thought.

Accountability
We foster high expectations, continuous growth, and high achievement.

Related Policy: BAA (Legal)

DRAFT

FIVE STRATEGIC LEVERS AND ESSENTIAL ACTIONS WITH KEY TARGETS

Lever 1 Whole Child Development	
Essential Action 1: Create a classroom culture where each student has access to personalized learning and is supported by caring adults.	
Key Target 1.1.1	Employee, student, and parent perspectives and experiences measured by a culture climate survey will increase annually from the baseline.
Key Target 1.1.2	Increase PK-12th grade student participation in UIL, extra-curricular, co-curricular activities at all levels by 5%. [Supt. Eval 1.2]
Essential Action 2: Use Community Schools model to create an integrated system of school supports, extended learning opportunities, and community partnerships.	
Key Target 1.2.1	Increase extended PK – 6 extended learning opportunities by X%.[Supt. Eval 1.1] (Extended Day Learning Centers & After school Learning Centers)
Key Target 1.2.2	Increase and maintain the number of meaningful community and youth-based organizations in formal partnerships with the district by X%. [Supt. Eval 1.3]
Essential Action 3: Build mindsets, healthy habits, and skills that strengthen students' social, emotional, and academic competence.	
Key Target 1.3.1	Elementary counselors will carry a caseload of 1:500 students or less at 100% of campuses by 2025. (Total Elementary Campuses =43) [Supt. Eval 1.4]
Key Target 1.3.2	PK-8 and middle school counselors will carry a caseload of 1:350 students or less at 100% of campuses by 2025. (Total PK8 and Middle School Campuses =15) [Supt. Eval 1.5]
Key Target 1.3.3	Principal and academic support team PBIS/SEL fidelity walkthrough data (measured by an inventory instrument) will meet all established percentages for schoolwide behavior expectations, classrooms procedures and instruction, and student and staff awareness in 70% of all campuses by 2025. [Supt. Eval 1.6]
Essential Action 4: Implement meaningful, engaging practices that develop students' ability to manage and own their behavior.	
Key Target 1.4.1	Reduce the percent of all ISS, OSS, Disciplinary Removal for all student groups from 7% to 5%.
Essential Action 5: Provide relevant and challenging coursework through multiple pathways such as advanced placements, International Baccalaureate, dual-enrollment programs to all interested students.	
Key Target 1.5.1	Increase percent of students in grades 9-12 who earn college credit by completing an Advanced Placement (AP)/International Baccalaureate (IB), On Ramps, or dual credit course by 2025. [Supt. Eval 1.7]
Lever 2 Academic Excellence	
Essential Action 1: Develop and implement a guaranteed and viable student-centered District curriculum to ensure access to high quality learning experiences for every student.	
Key Target 2.1.1	Principal and academic support team curriculum fidelity walkthrough data (measured by an inventory instrument) will meet all established percentages for rigor, instructional model, and scope and sequence for reading language arts, math, science, and social studies instruction in 70% of all campuses by 2025. [Supt. Eval 2.1]
Key Target 2.1.2	Principal and academic support team dual language fidelity walkthrough data (measured by an inventory instrument) will meet all established percentages for instructional model, classroom environment and instruction, and language acquisition in 70% of all campuses with a dual language program by 2025. [Supt. Eval 2.5]

DRAFT

Essential Action 2: Increase student achievement outcomes by closing the performance gap in Literacy and STEM.	
Key Target 2.2.1	Increase Domain 1 Student Achievement STAAR results from 45% to 50% by June 2025
Key Target 2.2.2	The Percent of 3rd grade students that score "Meets" Grade level or above on STAAR reading will increase from 52% to 61% by June 2025 with all student groups meeting board approved metrics. [HB3]
Key Target 2.2.3	The Percent of 3rd grade students that score "Meets" grade level or above on STAAR math will increase from 42% to 61% by June 2025 with all student groups meeting board approved metrics. [HB3]
Key Target 2.2.4	All students and two lowest performing student groups demonstrating achievement on 6-8 Grade at the Meet or Masters Level will increase in reading over a three-year period.(SPED from 14% - 20%, & EB from 32% - 47%) [Supt. Eval 2.2]
Key Target 2.2.5	All students and two lowest performing student groups demonstrating achievement on 6-8 Grade at the Meet or Masters Level will increase in math over a three-year period. .(SPED from 7% - 13%, & EB from 21% - 30%) [Supt. Eval 2.3]
Essential Action 3: Increase graduation rates and ensure all students graduate prepared for college and/or career with a viable postsecondary plan.	
Key Target 2.3.1	Increase 4-year graduation rate from 84% to 90% with student groups EB increasing from 73% to 80% and SPED increasing from 69% to 75% by June 2025
Key Target 2.3.2	Increase students who earn at least one College, Career and Readiness (CCR) Focus measure from 64% to 73% by June 2025 with all student groups meeting board approved metrics [HB3]
Key Target 2.3.3	Increase the percent of 9th-12th grade students completing TSIA2 by 10% by June 2025 as well as students average SAT score 5% from 952 to 989 [HB3 progress measure]
Key Target 2.3.4	Increase the number of students that meet criteria for CCMR Outcome Bonus by 5% [from 706 students (Econ Dis),700 students (Non-Econ Dis), 17 (SPED) to 741 students (Econ Dis) , 735 (Non-Econ Dis), 18 SPED by June 2025 [HB3 progress measure]
Key Target 2.3.5	Increase percent of students in grades 9-12 who earn post-secondary credentials beyond high school diploma by completing an associates degree from 4% to 5%, Level 1 certificate from 0% to 2%, or industry certification in an aligned program of study from 5% to 14% by 2025. [Supt. Eval 2.4] [HB3 progress measure]
Lever 3 Destination District	
Essential Action 1: Develop and implement detailed strategic facilities master plan for modernizing schools and rightsizing the district.	
Key Target 3.1.1	Stabilizing enrollment by increasing the number of new students enrolling or transferring back to EPISD by 1% (500 students), over a three-year period. [Supt. Eval 3.1]
Key Target 3.1.2	Reduce the three-year projected deficit by $8M annually for a three-year period. [Supt. Eval 3.2]
Key Target 3.1.3	Strengthen the district's financial solvency by strategically rightsizing facilities by 15% by 2025. *Strengthen the district's financial solvency by creating a facilities master plan that includes facilities assessment, demographic study, school boundary outlook, recommended program expansion, and rightsizing measures. [Supt. Eval 3.3]
Essential Action 2: Attract, grow, and retain top talent equipped and empowered to meet the needs of all students.	
Key Target 3.2.1	Implement an employee recruiting and retention plan designed to increase % filled positions on first day of school from 91% to 95% by 2025.
Essential Action 3: Effectively market and communicate information to the district's public.	
Key Target 3.3.1	Improve the district's image as reflected through an increase in stakeholder satisfaction via marketing and consistent messaging on all communication platforms. [Supt. Eval 3.4]
Essential Action 4: Expand the integration of 21st century learning and innovation skills.	
Key Target 3.4.1	Develop and implement an instructional technology campus support plan.

DRAFT

Lever 4 Culture of Accountability	
Essential Action 1: Foster a welcoming and safe environment where all students, families, staff, and community members feel supported.	
Key Target 4.1.1	Increase student attendance rate from 89% to 94%. [Supt. Eval 4.1]
Key Target 4.1.2	Increase level of accountability by ensuring 100% of schools offer all required community events over a three-year period. [Supt. Eval 4.2]
Essential Action 2: Ensure effective two-way communication with families, students, and community.	
Key Target 4.2.1	Implement a two-way communication plan designed to increase the number and quality of opportunities to engage, inform, train, and gather input from family and community stakeholders as measured on Thought Exchange (3 times per year with 40% response rate) and Let's Talk Platform (customer satisfaction rating from 7.8 to 9 and response rate from 10.5 days to 3 days)
Essential Action 3: Continue to be an accountable entity that is fiscally responsible, efficient in its use of resources, and strives for transparency with public-facing information.	
Key Target 4.3.1	Increase the annual percentage of entitlement program expenditures (i.e., Title I Part A: Improving Basic Programs, Title I Part C: Migrant, Title I Part D, Subpart 2: Delinquent Programs, Title II Part A: Supporting Effective Instruction, Title III Part A: ELA, and Title IV Part A, Subpart 1). [Supt. Eval 4.3]
Key Target 4.3.2	Increase the annual percentage of state allotment expenditures for special programs (Bilingual and State Compensatory Education). [Supt. Eval 4.4]
Key Target 4.3.3	Maintain a healthy unassigned general fund balance. [Supt. Eval 4.5]
Lever 5 Equity by Design	
Essential Action 1: Foster equitable access to opportunities by eliminating barriers for all students.	
Key Target 5.1.1	Develop and implement a Comprehensive Equity Plan designed to address system equity disparities based on the result of an equity audit.
Key Target 5.1.2	Increase percent of underrepresented (i.e., special education and emergent bilingual) middle school students who complete high school credits by 5% within a three-year period. [Supt. Eval 5.1]
Key Target 5.1.3	Increase enrollment of underrepresented (i.e., special education and emergent bilingual) high school student groups in advanced academic courses (AP/IB, On Ramps, and Dual Credit) by 5% within a three-year period. [Supt. Eval 5.2]
Key Target 5.1.4	Reduce the percentage of long-term Emergent Bilinguals Achieving Beg/Int on TELPAS Composite from 30% to 19% as well as reduce the number of Emergent Bilingual Achieving Beginning on TELPAS reading from 14% to 7% [RDA]
Essential Action 2: Provide high-quality, relevant, and differentiated resources matched to each school's needs and strengths.	
Key Target 5.2.1	Design and implement an Equity/Diversified Funding Model aligned with recommendations from Equity Study
Key Target 5.2.2	Increase the percent of campus staff that have 5+ years of experience and are certified in the roles to which they are assigned and decrease the rate of staff mobility in the lowest performing campuses by 2025. [Supt. Eval 5.3]
Key Target 5.2.3	Develop a Teacher Profile and Rubric that reflects teacher experience, effectiveness, and campus specific instructional needs. [Supt. Eval 5.4]

DRAFT

Related Policy: BAA (Legal)

Framework for Governance Leadership and School Board Development

The Board of Trustees is the educational policy-making body for Texas public school districts. To effectively meet the challenges of public education, school boards and superintendents must function together as a leadership team. The Framework for School Board Development has been approved by the State Board of Education to provide the critical areas of development for all public school boards.

I. Vision - The board ensures creation of a shared vision that promotes enhanced student achievement.

- The board keeps the district focus on the educational welfare of all children.
- The board adopts a shared vision based on community beliefs to guide local education.
- The board ensures that the vision supports the state's mission, objectives, expresses the present and future needs of the children and community, and goals for education established by law and/or rule.
- Individual board members should not have **individual agendas** separate and apart from the shared vision.

II. Structure - The board provides guidance and direction for accomplishing the vision.

- The board recognizes the respective roles of the legislature, State Board of Education, the Texas Education Agency, and local boards of trustees in the governance of the public schools.
- The board fulfills the statutory duties of the local board of trustees and upholds all laws, rules, ethical procedures, and court orders pertaining to schools and school employees.
- The board focuses its actions on policy making, planning, and evaluation, and **restricts its involvement in management to the responsibility of oversight.**
- The board develops and adopts policies that provide guidance for accomplishing the district's vision, mission, and goals.
- The board adopts a budget that incorporates sound business and fiscal practices and provides resources to achieve the district's vision, mission, and goals, not individual Trustee projects.
- The board adopts goals, approves student performance objectives, and establishes policies that provide a well-balanced curriculum resulting in improved student learning.
- The board approves goals, policies, and programs that ensure a safe and disciplined environment conducive to learning.
- The board oversees the management of the district by employing a superintendent and evaluating the superintendent's performance in support of the district’s vision

III. Accountability - The board measures and communicates how well the vision is being accomplished.

- The board ensures progress toward achievement of district goals through a systematic, timely, and comprehensive review of reports prepared by or at the direction of the superintendent.
- The board monitors the effectiveness and efficiency of instructional programs by reviewing reports prepared by or at the direction of the superintendent and directs the superintendent to make modifications that promote maximum achievement for all students.

DRAFT

- The board reviews district policies for effective support of the district's vision, mission, and goals.
- The board evaluates the superintendent's performance annually in compliance with state laws and regulations.
- The board annually evaluates its own performance in fulfilling the board's duties and responsibilities, and the board's ability to work with the superintendent as a team.

IV. Advocacy - The board promotes the vision.

- The board demonstrates its commitment to the shared vision, mission, and goals by clearly communicating them to the superintendent, the staff and community.
- The board leads in recognizing the achievements of students, staff, and others in education.
- The board provides input and feedback to the legislature, State Board of Education, and the Texas Education Agency regarding proposed changes to ensure maximum effectiveness and benefit to the schoolchildren in their district.

V. Unity - The board works with the superintendent to lead the district toward the vision.

- The board ensures that its members understand and respect the need to function as a team in governing and overseeing the management of the district.
- The board develops skills in teamwork, problem solving, and decision making.
- The board establishes and follows local policies, procedures, and ethical standards governing the conduct and operations of the board.
- The board understands and adheres to laws and local policies regarding the board's responsibility to set policy and the superintendent's responsibility to manage the school district and to direct employees in district and campus matters.
- The board understands it does not manage or engage individual employees.
- The board recognizes the leadership role of the board president and adheres to law and local policies regarding the duties and responsibilities of the board president and other officers.
- The board adopts and adheres to established policies and procedures for receiving and addressing ideas and concerns from students, parents, employees, and the community.
- The board makes decisions as a whole only at properly called meetings and recognizes that individual members have no authority to take individual action in policy or district and campus administrative matters.
- The board supports decisions of the majority after honoring the right of individual members to express opposing viewpoints and vote their convictions.

A Board Activities Calendar, which includes Board action items as well as budget and evaluation timelines, has been incorporated as Exhibit B.

Related Policies: BAA (Legal), BBD (Legal, Local, Exhibit), BBE (Local), and BF (Local)

ETHICS for School Board Members

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

Equity in attitude

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.

DRAFT

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

Trustworthiness in stewardship

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise the performance of my responsibilities.

Honor in conduct

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than suppositions, opinion, or public favor.

Integrity of character

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will keep confidential information that is privileged by law or that will needlessly harm the District if disclosed.

Commitment to service

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

Student-centered focus

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

Related Policy: BBF (Local)

Communicating with Team Members Between Meetings

Board Members may communicate with other individual Board Members or the Superintendent for the purpose of asking clarifying questions, providing clarifying information or socializing under circumstances that do not conflict with or circumvent the Texas Open Meetings Act.

Board members who wish to share information relevant to District business will relay the information to the Superintendent's Office for distribution to all members.

Related Policies: BBE (Local) and BJA (Local)

DRAFT

Communicating with the Media and Community

1. Board Members are elected representatives of the public and have the right to express their individual views to the community or the media. In speaking with the media, Board members should understand that they are speaking as an individual and not on behalf of the district.
2. In the interests of promoting consensus building through collegial discussion in light of all relevant facts, input and viewpoints, it is considered best practice for a Board Member to avoid stating an opinion on an upcoming issue that is scheduled for discussion at a Board meeting.
3. Board members are encouraged to participate in community activities as liaisons between the public and the District. Board members are encouraged to interact in a positive manner and make no commitments on behalf of the District.

Related Policies: BBF (Local), BJA (Local), and GBBA (Local)

Social Media

The District does not provide or sponsor social meeting accounts for Board members. Board members that have social media accounts or post on social media do so in their individual capacity and not as a spokesperson for the Board or District. Board Members should not use online communications as a vehicle for communicating with other Board members to avoid a risk of violation of the Texas Open Meetings Act.

Communicating with Vendors

An individual Board member who is contacted by persons regarding their commercial business matters with the District shall refer those persons to the Superintendent's Office for administrative response through the review/appeal process outlined in GF (Local). Board Members should not discuss District business with vendors as they cannot make individual buying decisions.

Related Policies: BBFA (Legal, Local, and Exhibit) CHE (Legal and Local), and GF (Legal and Local)

Responding to Community or Employee Complaints

Listen respectfully. Remind the complainant of the Board's responsibility to remain impartial and noncommittal because complaints may ultimately be brought to the Board on appeal. Refer that complainant to the Superintendent's Office.

Related Policies: DGBA (Legal and Local), FNG (Legal and Local), and GF (Legal and Local)

Visiting Campuses as a Board Member

1. Board members are encouraged to visit campuses and school events provided they contact the campus principal to schedule their visit at least two (2) business days in advance and they notify both the superintendent's and the principal's offices prior to their arrival.
2. Board members may go into teacher classrooms or individual buildings, but not for the purposes of evaluation.
3. Board members may interact with any staff member or student provided they do not disrupt the learning process.
4. Upon arrival to any campus, Board Members must check in per District safety and security protocols.

DRAFT

5. Board Members may host community meetings at campuses unless actively engaged in a political campaign.
6. When visiting with teachers of their own children, Board members will make it clear that they are acting as parents rather than as Board members.

Related Policies: BBE (Local), BBF (Local), BBFA (Legal and Local), GF (Local), GKA (Legal), and GKC (Legal and Local)

Rules of Order for Board Meetings

1. Board members shall conduct meetings guided by the parliamentary procedures in the most current edition of Robert's Rules of Order.
2. Board Members will receive the most current edition of Robert's Rules of Order.
3. Board Members will be encouraged to attend training on Robert's Rules of Order.

Related Policies: BE (Local)

Preparing the Board Meeting Agenda

1. Board Meetings are scheduled on the third Tuesday of each month, except in the event of a conflict with a District holiday or as rescheduled by the Board President and Superintendent.
2. A Board workshop will be scheduled one-week preceding the regularly scheduled Board meeting.
3. Agendas are created by the Superintendent and Board President prior to being presented to the Board Members. The Vice President or Secretary may attend agenda reviews.
4. Any two Board members together may request in writing that an item be placed on the agenda for Board consideration by contacting the Board President or Superintendent within the prescribed timeline (twelve business days) prior to the meeting.
5. Items submitted for inclusion after the deadline or those requiring significant preparation time might, at the discretion of the Board President, be added to the current agenda or be deferred to a later meeting, but no later than the next regular Board meeting. The decision is based on the time needed to prepare supporting information.
6. A draft agenda will be developed by the Superintendent and presented to the Board President for approval at least ten business days prior to the meeting for which the agenda is being prepared.
7. Use of a consent agenda to present items for a single vote without discussion will conform to the following guidelines:
    a) Placement of items on the consent agenda will be at the discretion of the Board President and Superintendent.
    b) Examples of items that may be included on the consent agenda are:
        i. Routine items
        ii. Minutes of regular and special Board meetings
        iii. Budget amendments
        iv. Monthly personnel reports
        v. Purchases requiring Board approval
        vi. Annual renewals of agreements or contracts
8. A Board Member may request items on the consent agenda to be removed for individual consideration.
9. Executive session is a meeting of the Board in private and is governed by state law and District policy. Chapter 551 of the Texas Government Code specifies the topics that can be discussed in executive session.

DRAFT

Related Policies: BE (Legal and Local) and BEC (Legal and Local)

Requesting Information About Meeting Agenda Items

1. The agenda packet is generally posted to Peak and notice is e-mailed to all Board Members **one week in advance** before scheduled Board Meetings.

2. Board Members will direct their individual requests for additional materials or information relating to agenda items to the Superintendent or designee via e-mail, while copying the request to the Superintendent prior to the Board meeting. If the requested information can be provided from readily available data with no diversion of the staff time, then it will be provided within a reasonable amount of time after the request.

3. In order to honor the time of District staff, Board Members will make every attempt to request additional materials or information relating to the Board meeting agenda as soon as possible before the scheduled meeting.

4. The Superintendent or designee will ensure that any additional materials or information that is provided to one Board Member is provided to all Board Members. This operating procedure will not limit a Board Member's ability to ask questions during the Board meeting.

5. If the requested information is not readily available or requires a special report or a significant investment of time that will divert staff from established priorities, the Superintendent will notify the requestor and the Board President prior to the start of the meeting. The requestor has the option of pulling the item from the consent agenda and/or making a motion to postpone the agenda item for further consideration.

   a. The Board President will place the request for information on the next meeting agenda if at least two Board Members agree the requested information is important for future decision-making.
   b. If the Board agrees that the information is important for future decision-making, then the Superintendent will direct that a report be developed and provided as requested by the Board and commit to a time frame for providing the information.

6. The Superintendent will ensure that any additional materials or information that will be used by the Superintendent or its designee during the presentation of any agenda item, including any PowerPoint presentation or data to be discussed with the Board, will be provided to all Board Members at least twenty-four (24) hours prior to the scheduled Board meeting.

DRAFT

Participating in the Board Meeting as a Board Member

1. Any time a majority of the Members of the Board are gathered to discuss District business, it is considered a meeting, and must be posted as such according to Board Policy and the Texas Open Meetings Act.
2. Unless a quorum (majority of the Members of the Board) is established, no business of the Board can be conducted.
3. All Board Members will be prepared to address items on the agenda.
4. The Board President will have full authority to follow and enforce *Robert's Rules of Order* (Newly Revised), designated in policy as the Board's parliamentary authority, except as modified by Board policy.
5. A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use his or her position to seek personal advantage.

Related Policy: BE (Legal and Local)

Participating as a Board Member in Public Forum

1. The Board Meeting is held in public to facilitate public understanding, not for the purpose of public participation. However, at all regular Board Meetings, the public may address the Board during the Public Forum portion of the meeting. Persons wishing to address the Board during Public Forum shall comply with the provisions of policy BED (Local) that outline the specific times and procedures applicable to the public comments during Board meetings.
2. During the Public Forum section of the meeting, Board members will listen to comments but, as the designated spokesperson, only the presiding officer may respond if a response to the speaker is required. Those responses are limited to:
   a. Specific factual information
   b. Recitation of existing policy
3. Speakers with specific complaints shall be referred to the administrative resolution process established in Board Policy as follows:
   Employee complaints: DGBA
   Student or parent complaints: FNG
   Public complaints: GF
4. The Board must bear in mind that persons who speak during Public Forum have First Amendment rights. The Board should seek legal advice before disallowing a person's contribution to Public Forum based solely on the content of the speaker's comments.

Related Policies: BED (Legal and Local), DGBA (Local), FNG (Local) and GF (Local).

Requesting Information Not Related to Agenda Items

1. Members should request information not related to a meeting agenda item directly from the Superintendent.
2. The Superintendent will determine if the information requested is available from existing sources or records.
3. If the requested information can be provided from readily available data with no diversion of staff time, then it will be provided to all Board Members.
4. Individual Board Members shall not direct or require District employees to prepare reports or any information in existing District records or to create a new record compiled from information in existing district records. In the event the request requires a special

DRAFT

report that will divert staff time from established priorities, the Superintendent will notify the requestor and the Board President of this fact. Directives to staff regarding the preparation of reports shall be by Board action.

5. All Board Members will receive a copy of any report generated by a Board member's request in accordance with this procedure.

Section 11.1512 of the Education Code was amended to require a school district to provide a member of its board of trustees, when acting in the member's official capacity, access to any information, documents, and records maintained by the school district without requiring the member to submit a request under the Public Information Act, Chapter 552 of the Government Code. However, a school district is permitted to withhold or redact information requested by a board member to the extent the item is excepted from public disclosure under the Public Information Act or other law, including records not subject to disclosure under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g). See Education Code § 11.1512(c).

Additionally, Section 11.1512 requires a school district to report annually, no later than September 1 of each year, to the Texas Education Agency, the number of requests submitted by a member of its board of trustees during the preceding school year and the total cost to the district for that school year of responding to such requests. See Education Code § 11.1512(e).

Related Policy: BBE (Legal and Local)

Board Committees and Conducting Board Committee Meetings

Board Committee meetings are designed to facilitate indepth dialogue between the Administration and Trustees, enabling thorough discussion of matters prior to Board action. These matters include those that are:

1. Time sensitive and/or discussion intensive;
2. Required by law, rule or policy; or
3. Is necessary for the efficient and effective operation of the District.

A Board committee is a committee composed only of current Board members. Formation of a Board committee shall be by Board action. When establishing a Board committee, the Board action shall, at a minimum, specify the:

- Number of Board members on the committee;
- Process to appoint Board members to the committee;
- Term of committee membership; and
- Responsibilities of the committee.

A Board committee shall be fact-finding, deliberative, and advisory, and shall make recommendations in the areas of their responsibility. Board committees shall report their findings and recommendations to the Board and shall not assume administrative duties or responsibilities.

Related Policy: BDB (Legal and Local)

DRAFT

Designated Board Committees are:

1. Audit Committee: Members are responsible for engaging with the Chief Internal Auditor with the intent to understand and evaluate the Internal Audit Department's activities in accordance with Board Policy CFC (Legal, Local, and Exhibit);

Related Policy: BDB (Legal and Local)

Advisory Committees

An advisory committee is a committee composed primarily of District staff, parents, other community members, and/or students. An advisory committee may also include Board members in numbers less than a quorum of the Board. Formation of an advisory committee shall be by Board action. When establishing an advisory committee, the Board action shall, at a minimum, specify the:

- *Number of members on the committee;*
- *Process to appoint members to the committee;*
- *Term of committee membership; and*
- *Responsibilities of the committee.*

An advisory committee shall be fact-finding, deliberative, and advisory and shall not assume administrative duties or responsibilities. Advisory committees shall report their findings and recommendations to the Board.

An advisory committee may transact business only within the specific authority granted by the Board. To be binding, all such committee recommendations must be reported to the Board at a regular or special meeting for approval and entry into the minutes as a public record.

An advisory committee shall be dissolved upon completion of the assigned task or Board action.

Related Policy: BDF (Legal and Local)

District Issued Equipment and Supplies

Board members will be loaned a District technology for the purpose of viewing Board Meeting materials during Board Meetings. Access cards to the main building and identification cards will also be issued. Other items relating to the role of Board members, including stationery and business cards, shall also be provided upon request. All such equipment and other items shall be returned to the District by the Board Member at the end of the Board Member's tenure as such.

Board Attendance at Graduations

Board members are responsible for attending ceremonies, presenting diplomas, and may be asked to provide a brief speech that the district's Communications Department will prepare.

Current and former Board members may, at their option, sit on the stage and hand the High School Diploma to their graduating child or grandchild. It will be the responsibility of the former Board member to let the current Superintendent know that he/she would like to participate in such graduation ceremony.

DRAFT

Board Member Travel and Expenses

A Board member shall be reimbursed for reasonable, allowable expenses incurred in carrying out Board business only at the Board's request and for reasonable, allowable expenses incurred while attending meetings and conventions as an official representative of the Board. Payment for authorized and documented travel expenses shall be made in accordance with legal requirements by reimbursement, not to exceed the allowable rates, for use of a personal car or commercial transportation plus parking, taxi fares, lodging, meals, and other incidental expenses. When commercial air transportation is available, but a Board member elects to drive a personal vehicle, the total reimbursement for mileage shall not exceed the cost of the coach air fare available for the destination. Accounting records shall accurately reflect that no state or federal funds were used to reimburse travel expenses beyond those authorized for state employees.

All travel arrangements (conference registrations, air travel, room reservations, car rental) should be made through the Operations Manager for Superintendent/Board of Trustees, in conjunction with the Travel Office. In order to provide opportunities for each Board member to attend staff development sessions, each individual Board Member may use up to 15% of the Board's travel allotment. Should any Board Member exceed this amount, then additional expenses must be approved by the Board President and the Superintendent. Only one member of the Board may attend the Leadership TASB Course in any given year. Any travel and hotel cancellations should be done by the cancellation deadline in order to avoid penalty fees. Board Members shall reimburse the District for any expenses that are not recoverable if payments were already made by the District. The Office of the Superintendent shall promptly notify the Board Member of the costs to be repaid to the District.

For any authorized expense incurred, the Board member shall submit a statement, with receipts to the extent feasible, documenting actual expenses and in accordance with procedures applicable to employee expense reimbursement. Expenses for meals associated with authorized overnight travel not related to a state or federal grant shall be paid to Board members on a per diem basis. No receipts shall be required for expenses paid on a per diem basis.

Related Policy: BBG (Legal and Local)

Required Training for Board Members

Board Members must complete any training required by the State Board of Education. The minutes of the last regular meeting of the Board held during a calendar year must reflect whether each Board Member has met or is delinquent in meeting the training required to be completed as of the date of the meeting - *Education Code 11.159*. The Texas Administrative Code requires that at the meeting at which the call for election of Board members is scheduled, the current Board president shall announce the name of each Board member who completed, who exceeded, and who is deficient in required continuing education hours. The minutes are to reflect this information, and it is to be made available to the local media.

Exhibit A contains an Overview of Continuing Education Requirements for School Board Members. It is recommended that a Board Self-Evaluation be completed by Board Members every two years.

DRAFT

Orientation of New Board Members

1. Local District orientation will be scheduled to take place within sixty days of the date a new Board member takes the oath of office.
2. The Superintendent will participate in the orientation. Additional administrative staff members may also be included to present specific information about the District.
3. Orientation will include but is not limited to:
   a) General District information such as:
      - Campus attendance boundaries
      - Number of students, teachers, and other employees
      - Number of campuses and their enrollments
      - Student demographics
      - Administrative structure and directory of key personnel
      - Ongoing issues of interest to patrons

   b) Overview of the District programs and operations such as:
      - District vision, mission, goals, and plans including,
        a) District planning and evaluation process and calendar
        b) Most recent TAPR report, campus report cards, and District annual report
      - District budget overview including,
        a) Current adopted budget summary
        b) Recent trends in revenue, appropriations, tax rates, property values
        c) Annual financial audit
        d) Development process and calendar
      - Overview of District curriculum objectives, standards, and instructional programs
      - Policy development and review process and location of manuals
      - Organizational chart, personnel hiring practices and salary schedule
      - Superintendent performance goals, current Superintendent evaluation instrument, process, and calendar

   c) Team operations, including:
      - Overview of roles and responsibilities of the Board and Superintendent
      - Required continuing education and calendar of training opportunities
      - Calendar of District and Board events
      - Current Board of Trustees Operating Procedures

   d) Ethics Training
   e) Role of the Internal Auditor

Related Policy: BBD (Legal)

Compliance with Operating Procedures

Individual Board Members and/or the Superintendent are encouraged to express their concerns about a Board Member's compliance with Board Operating Procedures directly with that member, verbally, followed by any written communication.

If the issue is not resolved after personal discussions between the individuals involved, then discussion with the Board President is appropriate. The Board President shall discuss the concern with the Board Members in question on behalf of the individual concerned, or the President shall moderate a discussion between those involved. If the concern involves the Board President, the Board Vice President shall serve this role.

If the issue still is not resolved, the Board President shall place an item on the next meeting agenda for a Closed/Executive Session posted as "Deliberation of Duties of a Public Officer."

DRAFT

Alternatively, three Board Members can notify the Board President and request the item be placed on the next meeting agenda.

In Closed/Executive Session, the individuals with the concern shall state their concern and provide specific examples to support that concern and the Board shall discuss the concern. Among other options to resolve the matter in Closed/Executive Session, Board Members may encourage the Board Member to attend specific training related to the Board Operating Procedures.

If the Board Member in question does not believe his or her behavior is in conflict with Board Operating Procedures even in the Closed/Executive Session discussion, the matter will be addressed by majority vote of the Board in open session, with options including, but not limited to, the following:

a. Require the Board Member to attend specific training related to the Board Operating Procedures.
b. Removal from any Board-appointed office.
c. Formally reprimanded in public meeting.

Discussions about compliance concerns should be intended to resolve the concern while avoiding any punitive actions. Discussions could include reminding the Board Members whose behavior is in question about the adopted Board Operating Procedures how the questionable behavior does not comply with those procedures. The discussion could also identify more appropriate alternatives to the questionable behavior or refer the Board Member to policies or procedures that outline approved ways to deal with the issue that prompted the questionable behavior.

While the Superintendent is encouraged by these procedures to report to the Board President or other members in the event a compliance concern is not addressed individually, Board Members will not take concerns about fellow Board Members to the Superintendent.

DRAFT

EXHIBIT A

Overview of Continuing Education Requirements for School Board Members

Continuing Education Required of Local School Board Members	Tier	First Year Board Member	Experienced Board Member	Provider
Local District Orientation	1	Three hours within the first 120 days in office or up to one year before after appointment or election	Not required	Local district
Orientation to the Texas Education Code	1	3 hours within the first 120 days in office	Not required	Education Service Center
Update to the Texas Education Code	1	Following each legislative session and of sufficient length to address major changes	After legislative session: length determined by issues addressed in legislation	Any registered provider, authorized provider, LSG coaches
Team-building Session/Assessment of Continuing Education Needs of the Board-Superintendent Team	2	At least 3 hours	At least 3 hours each year	Any registered provider, authorized provider, LSG coaches
Additional Continuing Education, based on assessed needs and the Framework for Governance Leadership	3	At least 10 hours	At least 5 hours each year	Any registered provider authorized provider, LSG coaches
Continuing Education Required of All Elected Public Officials – Effective 1/1/2006		**First Year Board Member**	**Experienced Board Member**	**Provider**
Evaluating and Improving Student Outcomes		**Three hours within the first 120 days in office**	**At least 3 hours every 2 years**	**Authorized providers and LSG coaches**
Sexual Abuse, Human Trafficking, and Other Maltreatment of Children		1 hour withing the first 120 days in office	1 hour every 2 years	Any registered provider authorized provider, LSG coaches
Open Meetings Training		1 hour Required within 90 days of election or appointment	Not required	Attorney General's Office or other approved provider
Public Information Act Training (Boards may delegate this training to the district's public information coordinator)		Check local district policy for any board requirement (BBD Local)1 hour within the first 90 days in office	Not required	Attorney General's Office

DRAFT

Cybersecurity		Varies by provider	Every year	Department of Information Resources
School Safety		2 hours within the first 120 days in office	Every 2 years	TEA Learn, Technical Support

DRAFT

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025

  D.
  ADDITIONAL CONSENT AGENDA ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Employee Conflict of Interest Report and Approval of Additional Employee Disclosure of Interest in a Business Entity Affidavits for 2025-2026

JUSTIFICATION STATEMENT:
To maintain compliance with District Policy DBD (Local), which requires disclosures to be presented to the Board for approval

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Haydee Pena

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
Board Policy DBD (Local) - Employment Requirements and Restrictions: Conflict of Interest requires that employees with budgetary and purchase approval authority, namely principals, directors, and above, must file an affidavit disclaiming or disclosing any conflict of interest. The policy also requires that employees who do not have primary purchasing-related approval responsibilities, but plan on doing business with the District (either personally or through personal relationships that meet the consanguinity or affinity definition), also file a disclosure affidavit.

The Procurement Services Department reports employee disclosures throughout the District's fiscal year. As required by District policy, disclosures are to be reported as they arise. A list of employees who have disclosed a conflict of interest, along with their respective notarized affidavits, is attached, as required.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board review and approve the 2025-2026 Employee Disclosure of Interest in a Business Entity affidavits, as presented.

FUNDING SOURCE: NA **ACCOUNT NO.:** NA

FISCAL IMPACT AND COST:
NA

IMPACT ON OTHER FUCTIONS/OPERATIONS:
NA

CONSEQUENCES OF NON-APPROVAL:

The District will be non-compliant with Board Policy DBD (Local)

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Conflict of Interest Report.pdf
DBD (Local) Policy.pdf

PROCUREMENT & SCHOOL RESOURCES
EL PASO ISD
it starts with us

October 21, 2025

Subject: Conflict of Interest Disclosures for Fiscal Year 2025-2026

According to District Policy DBD (Local), Employment Requirements and Restrictions: Conflict of Interest, District employees are required to file a disclosure and a Conflict of Interest (COI) Affidavit explaining an employee's (or their immediate family's) business interest (ownership or employment) in an entity conducting or planning to conduct business with the District.

Disclosures are filed per fiscal year in the Procurement Services office with the appointed records keeper. This is the first disclosure report for the Fiscal Year 2025-2026.

The following employees have disclosed a conflict of interest, and their respective notarized affidavits are attached.

Employees **WITHOUT** budget authority who filed an affidavit with disclosure

- Govea, Teresa

Conflict of Interest Disclosures

Employees WITHOUT Budget Authority

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**
Teresa Govea

2 **Office Held**
Campus Business Agent

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**
Home Depot

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**
Rosanna LaVecchia, sister (is employed)

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted N/A Description of Gift N/A

Date Gift Accepted N/A Description of Gift N/A

Date Gift Accepted N/A Description of Gift N/A

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

DIANA ROSALES VILLANUEVA
Notary ID #4955604
My Commission Expires
May 12, 2027

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by Teresa Govea this the 4th day of August, 20 25, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath: Diana Villanueva | Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of Local Government Officer (Declarant)

Affidavit Employee Disclosure of Interest in a Business Entity

STATE OF TEXAS COUNTY OF EL PASO

I, (NAME) TERESA ESQUIVEL as an employee of the El Paso Independent School District make this affidavit and hereby on oath state the following:

DISCLAIMER

☑ I am not employed by any business entity that conducts or plans to conduct business with the District and do not own, directly or indirectly (through immediate family) a business entity that conducts or plans to conduct business with the District.

DISCLOSURE

Ownership:

☐ ("I" OR NAME OF RELATIVE AND RELATIONSHIP) _____ have/has an interest in this business entity or real property as defined in policy DBD(LOCAL).

The business entity or real property is (NAME AND ADDRESS OF BUSINESS OR DESCRIPTION OF PROPERTY):

_____

_____

This business entity is interested in selling the following supplies, labor, services, materials, equipment, or real estate to the District:

_____

Employment:

☐ I, (NAME) _____, am employed by the following vendor who plans to or is currently conducting business with the District:

_____

Upon the filing of this affidavit, I affirm that I shall abstain from participation in any decision involving this business entity or real property.

Signed this: 10th Day of: September 20 19

Signature of employee: _____ Title: Business Analyst

Acknowledgment

STATE OF TEXAS COUNTY OF EL PASO

Before me, the undersigned authority, this day personally appeared Teresa Govea and on oath stated that the above-stated facts are true to the best of (his or her) knowledge and belief.

Sworn to and subscribed before me on this 10th day of September, 20 25.

Diana R. Villanueva

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

5/12/27

MY COMMISSION EXPIRES

Please submit all forms to the chief business officer for central processing and distribution.

DIANA ROSALES VILLANUEVA
Notary ID #4955604
My Commission Expires
May 12, 2027

Note: For conflicts of interest and gifts and gratuities related to federal grants and awards, see CB and CBB.

This policy shall govern employee conflict of interest situations not already prohibited by Board policy, state law, or the Educators' Code of Ethics at DH(EXHIBIT).

A District employee shall not directly or indirectly use coercive means, promise special treatment, or capitalize upon his or her position in order to influence professional decisions, purchases, adoptions, or colleagues. It is a violation of ethics for any employee to use his or her position with the District to seek personal or professional advantage. [See DH(EXHIBIT)]

The District has an obligation to eliminate or restrict all transactions that would indicate an apparent conflict of interest involving the District and any employee. Therefore, the District shall not enter into any business transactions or negotiations for services or for the purchase of any product with any of its employees, whether the employee is acting as an agent for any vendor or for his or her own interest in any separate business, except as expressly permitted by this policy.

Definitions

The following definitions shall apply for purposes of this policy.

Conflict of Interest

A conflict of interest is a situation in which the personal interests of a contractor or District employee are, or appear to be, at odds with the best interests of the District.

A conflict of interest arises when a District employee holds an interest in, is an employee of, and/or consultant with, another business if that business is a supplier of products or professional service to the District, employees, or students. Under certain circumstances, however, such conflict may be waived after full disclosure, as discussed further below.

Business Ownership

Business ownership shall be defined as any percentage interest of ownership in a business by an employee or his or her immediate family.

Immediate Family

For the purpose of this policy, "immediate family" shall include persons related to an employee in the first degree by consanguinity (blood) and affinity (marriage). Relationships by consanguinity include an employee's parents and children; relationships by affinity include an employee's spouse and the spouse's parents and children.

Disclaimer — A disclaimer is a statement to the effect that an employee (or his or her immediate family) has no business interest in any entity conducting or planning to conduct business with the District.

Disclosure Statement — A disclosure is a statement that makes known and explains an employee's (or his or her immediate family's) business interest (ownership or employment) in an entity conducting or planning to conduct business with the District.

Disclosure-General Standard — An employee shall disclose to his or her immediate supervisor 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 or with the best interest of the District.

Specific Disclosures

Substantial Interest — The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.

Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest, as defined by Local Government Code, 171.002, shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative.

Interest in Property — The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.

Affidavit / Disclosure of Ownership or Employment — District employees shall comply with the following guidelines in accordance with the District's conflict of interest policy:

1. Any District employee with primary purchasing responsibilities (employees with budget authority) shall file an affidavit with the District's executive director procurement and school resources. The executive director procurement and school resources shall file an affidavit with the chief financial officer.
2. The executive director procurement and school resources shall submit a statement to the chief financial officer that discloses a potential conflict of interest from District employees with primary purchasing responsibilities.
3. The aforementioned statement (that includes a listing of affidavits for employees with primary purchasing responsibilities) shall be approved by the Superintendent and submitted for approval by the Board at the beginning of the fiscal year. Any additions to that document shall also be submitted for Board approval.

4. Purchasing transactions shall be reviewed periodically (at least annually) under the direction of the Superintendent to ensure that conflicts of interest do not exist.

Requirements and Restrictions

The District shall make no purchase, either directly or indirectly, of labor, services, supplies, materials, equipment, or real estate from a District employee or from a business owned by a District employee or his or her immediate family.

Exceptions

If labor, services, supplies, materials, equipment, or real estate cannot be acquired from other sources or the price from other sources is greater than that of the business owned by an employee or his or her immediate family, then purchases may be made from this business after full disclosure and Board approval of said disclosure(s). Evidence must show that such labor, services, supplies, materials, equipment, or real estate are needed. Exceptions shall be made for businesses owned by employees when such employees have qualified and are chosen as certified vendors through an established cooperative purchase program approved by the Board.

The District shall not purchase from a business unless an affidavit is on file in the purchasing department.

Endorsements

Employees shall not recommend, endorse, or require students to purchase any product, material, or service in which they have a financial interest or that is sold by a company that employs the District employee during nonschool hours. Professional employees shall not recommend or require students to purchase a specific brand of school supplies if there are other brands that are equal and suitable for the intended instructional purpose.

Sales

Employees shall not use their positions with the District to gain entrance to a home within the District or to obtain an audience with any District resident for the purpose of attempting to sell products or services.

Textbooks

In the event any textbook recommended by the local textbook adoption committee is written, endorsed, or sponsored (in whole or in part) by any current or former employee of the District, an ad hoc committee composed of the Superintendent, the executive director for kindergarten-grade 12 curriculum, and a facilitator in the applicable field selected by the Superintendent shall review the recommended selection and shall advise the Board regarding the selection.

Gifts

District employees and their immediate families shall not accept any gift, favor, loan, or service that could influence the employee in the discharge of official duties.

District employees and their immediate families may accept the items listed below from those soliciting business relationships with the District or those already doing business with the District, providing acceptance is in keeping with good ethics and does not place the recipient under obligations to the giver:

1. Unsolicited gifts that are appropriate for ceremonial occasions or official events with a nominal intrinsic value of less than $50.
2. Unsolicited occasional business meals of nominal intrinsic value accepted as a guest.
3. Unsolicited infrequent entertainment or social invitations of nominal intrinsic value accepted as a guest.
4. Unsolicited advertising novelty or merchandise gifts of nominal intrinsic value ($25 or less).

Under no circumstances may a District employee or immediate family member accept cash or a negotiable instrument (e.g., check, draft, note, money order, and the like) in any amount. An employee shall obtain the Superintendent's prior approval before taking any vendor-related business trip as a guest and before accepting any trips in which a vendor is paying all or a portion of the expenses (food, lodging, transportation, or entertainment). The Superintendent shall obtain prior approval from the Board before accepting similar trips for himself or herself.

[See CAA, CB, and CBB]

Nondistrict Employment

An employee shall not engage in any outside business or employment that may interfere with the employee's assigned duties or regularly assigned hours of work.

Coaching or tutoring of students for pay is permitted off campus provided the student is not coached or tutored in a subject by a certified employee who is, at the time, teaching the student the subject. As an exception to the above rule, fine arts teachers may provide private lessons for pay to their own students as long as it is not done on school property. The District's tutorial program is exempt from the above.

Consultant Services

The following shall apply:

1. All requests to serve as a consultant for another educational institution must be submitted by the requesting institution to the Superintendent. Such applications must be submitted far enough in advance so that arrangements can be made for the absence.

2. An employee may be allowed to serve as a consultant a maximum of five duty days in a school year.

3. When an employee is approved and accepts a consultant assignment for another educational institution and is to be paid for his or her services, the employee may choose the consultant fee or the regular salary. If the employee accepts the consultant fee, he or she will be docked for the time off duty in order to serve as a consultant. If the employee chooses to be paid the District salary, any compensation paid for the employee's services must be turned in to the District's business office for deposit in the District's general account. Employees may accept reimbursement for actual out-of-pocket expenses incurred for travel to and from and per diem paid by the other educational institution.

4. Employees are at liberty to make whatever commitments they choose, and under such conditions as they may wish, during their vacation or nonduty periods. Employees may serve as consultants for organizations other than other educational institutions only during their vacation or nonduty periods. [See DCB(REGULATION) regarding nonduty days]

5. No part of the District's locally allocated travel allotment may be used by an employee when working with or for another educational institution. All travel costs must be borne by either the employee or the other educational institution.

6. None of the above provisions applies to requests from TEA. Such requests will be handled individually between the Superintendent and the person whose services are requested.

Violation of Policy

All documentation and information concerning an infraction of policy shall be referred to the Superintendent or designee for investigation.

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025

  D.
  ADDITIONAL CONSENT AGENDA ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Revision to 2025-2026 Extra Performance & Instructional Stipends Listing

JUSTIFICATION STATEMENT:
To provide compensation to EPISD employees

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Maria D. Alonso; Patricia Cortez

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
Pursuant to Board Policy DEA (Local) - the Superintendent shall recommend to the Board, for adoption, annual pay structures and a compensation plan for all district employees. This request is to revise the 2025 - 2026 Extra Performance & Instructional Stipends Listing.

Specifically, this request is for a proposed stipend, Parent-Teacher Home Visit (PTHV - UCLA Grant), giving participating teachers a $400 stipend for the year, based on completion of required actions and documentation. The proposed stipend will be funded with a recently awarded grant. The stipend will be paid out twice per year; $200 per semester.

PARENT-TEACHER HOME VISIT (PTHV - UCLA GRANT) – ON	
Teacher	$400
Participating teachers will receive a $400 stipend for the year, based on completion of required actions and documentation, paid out at $200 each semester.	

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board of Trustees approve the proposed revisions to the 2025-2026 Extra Performance & Instructional Stipends Listing.

FUNDING SOURCE: Grant Funded **ACCOUNT NO.:**

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:
N/A

CONSEQUENCES OF NON-APPROVAL:
Program objectives will be delayed

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
25-26 Extra Performance Pay and Instructional Stipends - 10.21.2025.pdf

EL PASO INDEPENDENT SCHOOL DISTRICT

2025-2026

Extra Performance and Instructional Stipends

NATIONAL BOARD COHORT CANDIDACY (NBCC) GRANT PROGRAM – ON	
National Board Candidates	$2,000

- Eligibility is based on the submission of component completion materials.
- Stipends are contingent on grant funding availability during the designated grant performance period.

TEACHER INCENTIVE ALLOTMENT – ON		
Recognized Designation	$3,000 - $9,000	Annual
Exemplary Designation	$6,000 - $18,000	Annual
Master Designation	$12,000 - $32,000	Annual

Texas teachers may earn a designation through:
- National Board certification. NBCTs employed as public school teachers with an active National Board certificate and active Texas teaching certificate may earn an automatic Recognized designation. The designation for National Board teachers will expire on July 31 following the expiration of the National Board certificate.
- Allotments are calculated annually. The allotment generated by a designation is tied to the designated teacher's campus of employment and is calculated based on the level of socioeconomic need and rural status.

FULL-DAY TEACHER RESIDENT PROGRAM – ON	
Mentor Teacher for Full-Day Teacher Resident	$1,000

FULL-DAY TEACHER RESIDENT PROGRAM – AS	
Teacher Resident	$12,000

For teacher residents selected through the application process.

PARENT-TEACHER HOME VISIT (PTHV - UCLA GRANT) – ON	
Teacher	$400

Participating teachers will receive a $400 stipend for the year, based on completion of required actions and documentation, paid out at $200 each semester.

STUDENT ACTIVITY MANAGER – AS	
Student Activity Manager	$6,000

DEPARTMENT HEADS/GRADE LEVEL LEADERS - ON		
Elementary Grade Level Leaders	$500	2-4 Teachers
	$650	5-9 Teachers
	$800	10+ Teachers
• Grade levels are PK3/PK4, K, 1st, 2nd, 3rd, 4th, 5th		
MS Department Head Core Only	$500	2-4 Teachers
MS Department Head Core Only	$800	5-9 Teachers
MS Department Head Core Only	$1,100	10+ Teachers
HS Department Head Non-Core	$500	5-9 Employees
HS Department Head Non-Core	$1,000	10 + Employees
HS Department Head Core	$700	2-4 Employees
HS Department Head Core	$1,000	5-9 Employees
HS Department Head Core	$1,300	10 + Employees

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025

  E.
  PURCHASES REQUIRING BOARD APPROVAL

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of Expenditures to Purchase Online Curriculum Platform, Licenses, Practice Tests, and Exams, from NCS Pearson, Inc., dba Certiport, a Business of NCS Pearson, Inc., Utilizing Ysleta Independent School District (YISD) Contract #221030 RFP-Informal, Career and Technical Education (Budgeted General Operating Funds - $160,703.00)

JUSTIFICATION STATEMENT:

To assist students enrolled in Career and Technical Education (CTE) courses in obtaining Industry-Based Certifications

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Fernando Marquez; Jason Long; Al Garcia; Haydee Pena

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever II: Academic Excellence - El Paso ISD empowers all learners to excel in current and future pursuits.

SUMMARY:

The Interlocal Cooperative Agreement is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031. Board Policy CH (Local) states, “The Board delegates to the Superintendent the authority to make single, budgeted purchases of goods and services that cost up to $100,000."

Certiport, a Business of NCS Pearson, provides an online curriculum platform, licenses, practice tests, and exams for high school students enrolled in Career and Technical Education (CTE) courses to obtain an industry-based certification that supports Microsoft Office and Adobe testing licenses. This purchase will provide students the opportunity to take a test at the end of the semester and earn an industry-recognized certification. Texas Education Code, Section 39.053, requires the Texas Education Agency (TEA) to account for high school students who earn an industry-based certification as one indicator within the student achievement domain of the state's public school accountability system.

Through the new A-F Accountability System, Career and Technical Education may contribute up to forty (40) percent of the College, Career, and Military Readiness indicator. Students may earn industry certifications and/or college credit through programs and courses offered by the Career and Technical Education Department. CTE instructors and administrators ensure students are prepared for the workforce and/or have the necessary skills to pursue post-secondary and/or career preparation programs. All CTE students will have the opportunity to take credentialing exams.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the expenditures to purchase an online curriculum platform, licenses, practice tests, and exams from NCS Pearson, Inc., dba Certiport, a business of NCS Pearson, Inc., utilizing Ysleta Independent School District (YISD) Contract #221030 RFP-Informal, Career and Technical Education, in the amount of $160,703.00, as presented.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.11.6397.813.22.102.813 and

199.31.6399.813.99.022.813

FISCAL IMPACT AND COST:
$160,703.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:
NA

CONSEQUENCES OF NON-APPROVAL:
The District will not have accountability indicators or performance acknowledgement for College and Career Readiness

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
NCS Perason Certiport Signed Agreement.pdf
CIP Form 1295.pdf
Cooperative_Contract_Infomation.pdf

VENDOR CONTRACT
(Goods and Services)

THIS VENDOR CONTRACT FOR GOODS AND SERVICES ("this Contract") is between NCS PEARSON, INC. D/B/A CERTIPORT, A BUSINESS OF NCS PEARSON, INC. (the "Vendor" or "Certiport") and the EL PASO INDEPENDENT SCHOOL DISTRICT ("District"). The Effective Date of this Contract is November 8, 2025 regardless of when executed. For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Term.**

1.1 Term. The term of this Contract shall be for a period from November 8, 2025 through November 7, 2026, [with 0 year(s) annual renewal(s)] unless earlier terminated in accordance with this Contract. Annual renewals, if any, shall be at the sole discretion of the District.

1.2 Non-Appropriation. In the event the Contract is awarded for a term greater than one year or extending beyond the District's current budget period, it will be subject to approval at the commencement of each of the District's budget years. Vendor agrees that the District has the continuing right to terminate this Contract without notice at the end of a District budget period in which funds for this Contract are not appropriated. In such event the Contract may be terminated as soon as practicable after the event of non-appropriation or upon 30-days' prior written notice whichever provides the longest notice.

2. **Cancellation/Termination.**

2.1 Termination. This Contract may be terminated as follows: (a) by either party in the event of material breach of this Contract by the other party which continues more than thirty (30) days after written notice of default from the non-breaching party to the breaching party; or (b) by the District at its option: (i) if Vendor fails, as determined by the District's representative, to satisfactorily perform the duties set out in this Contract, comply with any covenant herein required or breach any warranty provided herein; becomes insolvent, files or has filed against it a petition in bankruptcy, proposes or accomplishes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; (ii) if a receiver, trustee, custodian, or similar agent is appointed or takes possession of any property or business of Vendor; (iii) if, at the expiration of each District budget period occurring during the term of this Contract, funds for this Contract are not appropriated as provided in Section 1.2 above; or (iv) with or without cause upon thirty days prior written notice from the District to Vendor. In the event of early termination of the Contract for any reason, the total compensation which may be claimed by Vendor under this Contract shall be limited [subject to other limitations in this Contract or applicable law] to the payment for the conforming Goods and/or Services timely provided by the date of termination.

2.2 Effect. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Contract, Vendor shall submit to District its claims, in detail, for the monies owed by District for Services satisfactorily performed or Goods delivered and accepted under this Contract through the effective date of termination. **Failure by Vendor to submit its claims within forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Vendor of any and all right or claims to collect monies that Vendor may rightfully be otherwise entitled to for Services satisfactorily performed or Goods delivered under this Contract.** Regardless of how this Contract is terminated, Vendor shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Contract, Vendor shall cease all operations of Services being performed or delivery of Goods by Vendor, or any of its subcontractors, pursuant to this Contract. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Vendor, in connection with the Services rendered by Vendor under this Contract, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Vendor's sole cost and expense. Payment of compensation due or to become due to Vendor is conditioned upon delivery of all such documents.

3. **Right to Assurance.** Whenever the District in good faith has reason to question the Vendor's intent to perform, the District may demand that the Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five business (5) days, the District may treat this failure as an anticipatory repudiation of the Contract.

4. **Remedies.** In the event of default of this Contract by Vendor, the District shall have all of, and may exercise one or more of, the following rights and remedies: (a) the right to recover damages; (b) the right to seek injunctive relief; (c) the right to seek declaratory relief; (d) the right to off-set and/or retain from payments otherwise due to Vendor damages, fees, and costs sustained or incurred by the District in connection with such breach; (e) the right to terminate this Contract as provided herein; and (f) any of its rights and remedies in law or equity. In no event shall District's action of terminating this Contract, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Vendor for any default hereunder or other action.

5. **Force Majeure.** If by reason of Force Majeure (i.e. acts of God, strikes, lockouts, or other industrial disturbances, etc.), either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

6. **Goods and Services to Be Delivered.**

6.1 Delivery, Packaging and Acceptance of Goods.

A. Vendor agrees to provide the Goods listed and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes [or any subsequent Goods required to be delivered to the District under this Contract] (collectively, the "Goods"). Unless otherwise stated in Exhibit "A", the Goods shall be delivered in accordance with the following Standard Delivery Terms:

(i) F.O.B. District's James Gamble Facility, 4900 Woodrow Bean Drive, El Paso, Texas 79924.

(ii) Goods will be packed in accordance with good commercial practice and in a manner which will facilitate securing the lowest transportation costs, conform to requirements of common carriers and any applicable specifications. Each shipping container shall be clearly and permanently packed and identified with: (a) Vendor's name and address; (b) if applicable, consignee's name, address and purchase order and bid number; (c) container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Vendor shall bear cost of packaging unless otherwise provided. The District's count or weight determination shall be final and conclusive on shipments not accompanied by packing slips/lists. The Goods will be delivered with an Operator's Manual and a Maintenance and Parts Manual, if one exists.

(iii) The District assumes no liability for Goods delivered in damaged or in unacceptable condition. The Vendor shall handle all claims with insurance carriers, and in the event that Goods are damaged in transit shall ship replacement Goods immediately upon notification by the District of damage. Delivery will be made between the hours of 8:00 a.m. and 3:30 p.m. (MDT/MST) unless otherwise specified by the District in writing. Vendor is not authorized to ship the Goods under reservation and no tender of a Bill of Lading will operate as a tender of Goods. The District shall have the right to inspect the Goods at delivery before accepting them and no Goods will be accepted until written acceptance is provided by authorized District Representative. Any written warranties will commence upon acceptance of the Goods by the District.

(iv) Repair and Replacement Information. As the situation requires, the Vendor shall provide alternative quotes for both repair and replacement of any damaged Goods, if

appropriate to the request. In the event the cost of repair is equal to or greater than seventy-five percent (75%) of the price of a new item, Vendor shall provide a written recommendation to the District representative regarding the relative merits of repair or replacement of the item. Failure to adhere to these requirements may be grounds for the termination of the Contract.

6.2 Delivery of Services and Standard of Care.

A. Delivery. Vendor agrees to provide the Services listed and described in Exhibit "B," which is attached hereto and incorporated herein by reference for all purposes (collectively, the "Services"). Nothing contained in this Contract shall require District to pay for any unsatisfactory Services, as determined by District's representative, or for work that does not comply with the terms of this Contract.

B. Standard of Care. If the Services are performed by a non-professional Vendor, Vendor represents, covenants, and warrants that it will devote its good faith, best efforts in provision of the Services and will provide the Services with reasonable care and skill and in a good and workmanlike manner. If the Services are considered Professional Services, the Vendor further represents, covenants and warrants that it will provide the Services using the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locale. Services will be provided in a manner consistent with industry standards and will conform to the required specifications set out herein, and shall be delivered in compliance with all applicable laws, rules, regulations, procedures and consistent with industry standards.

6.3 Warranties for Goods and Services.

A. Express Warranties. Vendor expressly represents, warrants and covenants, that:

(i) Vendor will devote its good faith, best efforts in provision of the Goods and/or Services.

(ii) Vendor has and will retain sufficient financial condition, working capital, experience, expertise, personnel, licenses, certifications, and authority to provide the Goods and/or Services, that it will provide copies of its licenses and certifications to the District upon request.

(iii) The Goods furnished conform with the specifications, drawings, descriptions and that the Services promised will adequately address the Scope of Services set forth in the Contract and its exhibits, the District's Request for Proposal, Request for Competitive Sealed Proposal or other solicitation for the Goods and/or Services contracted for herein (the "Solicitation Document"), and to any sample(s) furnished by Vendor, if any, in connection with the Contract or in response to the District's Request for Proposal.

(iv) The Goods and/or Services shall be delivered in compliance with all applicable laws, rules, and regulations, and consistent with industry standards.

(v) In the event of a conflict between the specifications, drawings and descriptions of Goods to be provided, the specifications shall govern. In the event of a conflict between the Solicitation Document and the Contract, the Contract shall prevail.

(vi) All Goods are new and the quality of the Goods is consistent with or better than industry standard.

B. Implied Warranties.

(i) Certiport makes no warranty concerning the Software, the Certiport Goods and Services, or any other Goods or Services provided under this Agreement, and Certiport hereby disclaims all implied warranties with respect thereto, including without limitation any implied warranty of merchantability, fitness for the particular purpose, or non-infringement. The Vendor agrees to provide the Services agreed to herein in a good and workmanlike manner. Certiport shall not be liable to the District for any indirect,

incidental, or consequential damages or damages from lost profits or lost use, even if Certiport is advised as to the prospect of the same.

C. Safety Warranty and Provision of Material Safety Data Sheets. As applicable, the Goods supplied to the District under this Contract shall conform to applicable standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act ("OSHA") of 1970. In the event the Goods do not conform to OSHA standards, the District will be permitted to refuse or return the non-conforming Goods for correction or replacement at the Vendor's expense. Where Goods to be delivered under this Contract require the maintenance of Material Safety Data Sheets ("MSDS"), a copy of the relevant MSDS will be made available to the District's representative prior to delivery of the relevant Goods.

6.4 No Warranties by District. No review, consent, or approval by the District of any documents prepared by Vendor shall constitute a representation or warranty by the District of the legality, suitability, or quality of the same or content thereof.

6.5 Reservation of Rights. The District reserves the right to use its own staff or any other third-party to provide the same or similar goods and/or services to the Goods and/or Services described herein.

7. **Tax Exemption**. The District is exempt from Federal Excise, State or City Sales Tax under State Law and such obligations are included in the price under this Contract. The District will furnish a tax exemption certificate, if required.

8. **Invoicing and Payment.** Compensation to Vendor is set forth on Exhibit "C," attached hereto and incorporated herein. Except as otherwise provided in Exhibit "C," Vendor shall invoice the District on or before the thirtieth (30th) day of each month, for the portions of the Goods delivered and accepted and/or Services performed during the preceding month at rates set forth on Exhibit "C." Reimbursable Expenses are included in the hourly rate or not to exceed pricing for Services unless specifically excluded. If excluded, Reimbursable Expenses will be itemized separately and documented by receipts for invoicing purposes. Invoices for Goods and/or Services shall not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State law. The District shall furnish a tax exemption certificate, if required. The aggregate compensation from the District to Vendor for the Goods and/or Services shall not exceed the maximum figures stated in Exhibit "C." Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of the District. The District shall make payment to the Vendor for amounts determined to be properly due, not later than thirty (30) days after its receipt of the Vendor's invoice or as required by the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code) or its successor. The maximum interest rate on any past due payments by the District to Vendor shall be limited to the rate provided by Section 2251.025 of the Texas Government Code or its successor. The District shall not be required to make any payments to Vendor at any time Vendor is in default under this Contract.

9. **Confidential/Proprietary Information.**

9.1 Confidential Information/Materials. Vendor understands that, during the term of this Contract, Vendor will have access to certain information belonging to the District and designated as confidential by the District or not generally known by non-District personnel (collectively, the "Confidential Information"). During the term of this Contract and at all times thereafter, Vendor shall not, without the prior written consent of the District, do any of the following, directly or indirectly: (a) use any of the Confidential Information for Vendor's own purposes or for the purposes of any person or entity other than the District; and/or (b) disclose any of the Confidential Information to any third party, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Vendor further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity, during the term of this Contract and at all times thereafter, without the prior written consent of the District. All data, disks, lists, financial records, other records, documents, property, information, specifications, and materials of the District relating to the Goods and/or Services provided to Vendor during the term of this Contract, as well as all copies thereof (collectively the "Materials"), shall be and remain the sole and exclusive property

of the District. None of the Materials shall be retained by Vendor, or shall be transmitted to anyone at any time, either now or in the future, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Upon termination of this Contract, or upon request by the District, Vendor shall promptly return the Materials to the District. The Materials are included within the definition of Confidential Information. Vendor further agrees that, if it receives information or records concerning any student, it shall not disclose the same, except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA or as consented to by the student or the student's legal guardian if the student is under the age of 18.

9.2 Intellectual Property Rights. If Vendor, as part of the delivery of the Goods and/or Services, will be working with the District, [all references to Vendor and District in this paragraph shall include their respective agents, employees and representatives], to create and/or develop materials or other work products, including visual, audio, written and graphic material (the "Resulting Work Product") for which the Vendor will receive any consideration provided for in this Contract, the Resulting Work Product (including all of Vendor's contributions to the creation or development of the Resulting Work Product), and any state or federal trademark rights, copyrights, patents or other intellectual property rights associated with the Resulting Work Product (collectively, the "Intellectual Property Rights") will at all times remain the exclusive property of the District. Vendor agrees to assist the District in any way necessary, including executing any assignments or other documents, required to document the District's ownership rights in the Resulting Work Product and the associated Intellectual Property Rights, as applicable; including taking any action necessary for the District to secure state or federal registration of its Intellectual Property Rights in the name of the District. No separate or additional consideration, other than the consideration paid under this Contract, will be provided by the District for any provision of any assignments or conveyance of the Resulting Work Product, or of Intellectual Property Rights associated with the Resulting Work Product. The Vendor shall assure that its authorized subcontractors or agents, not under its control as employees, are aware of this provision and are contractually bound thereby.

10. **Vendor Records and Retention.** The District or its authorized representative shall be afforded reasonable access to and be permitted to inspect no more than once per calendar year all of the Vendor's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Vendor shall preserve all such records for a period of five (5) years, after the District makes final payment and all other pending matters are closed, or for such longer period as may be required by law, after final payment under this Contract, including any extension thereof. To the extent that the requirements of 2 CFR § 200.333 apply to the Contract, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award, must be retained for the Vendor for only the period required by 2 CFR § 200.333 and the five (5) year requirement of this provision shall apply to all other documents. If no federal funds are expended by the District for the Contract, the five (5) year retention requirement provided herein will apply.

For a Contract involving at least $1 million in Goods/Services, the following provision shall apply: Vendor shall preserve for the duration of this Contract all "contracting information" within the meaning of Texas Government Code Section 552.003(1-a) et. seq. relating to this Contract (the "Contracting Information") as provided by the records retention requirements applicable to the District. Vendor shall provide to the District, upon its request, any Contracting Information that is in the custody or possession of Vendor. Upon completion of this Contract, Vendor shall either provide at no cost to the District all Contracting Information in the custody or possession of Vendor or instead preserve all Contracting Information as provided by the records retention requirements applicable to the District. Pursuant to Texas Government Code Section 552.372(b), the following notice is given to Vendor: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that Subchapter.

11. **Indemnification.**

11.1 **General Indemnification. Vendor agrees to INDEMNIFY, DEFEND, AND HOLD HARMLESS the District and its trustees, officers, agents, representatives and employees (collectively, the "Indemnified Parties") from and against, any and all claims, causes of action,**

liability, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be caused by the negligent or intentional act, error, or omission of Vendor, or that of its agent, officer, representative, employee, or sub-consultant (collectively "Vendor Affiliate") while in the exercise or performance of the rights or obligations under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the Indemnified Parties, in instances where such negligence causes personal injury, death, or property damage. In the event Vendor and/or a Vendor Affiliate and any Indemnified Party are found jointly liable by a Court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the District, its employees/officials under Texas law and without waiving any defenses of District its employees/officials under the Texas Tort Claims Act or other Texas law. Vendor shall promptly advise District, in writing, of any claim or demand against an Indemnified Party, Vendor and/or a Vendor Affiliate known to Vendor, related to or arising out of activities of Vendor and/or a Vendor Affiliate under this Contract. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11.2 **Intellectual Property Rights Indemnification. Vendor shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the District, its elected officials, employees, officers, and representatives harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) for infringement of any patent, copyright or similar property right including, but not limited to, misappropriation of trade secrets and any infringement by Vendor and its employees and consultants, in connection with any license provided, any deliverable or any Service furnished hereunder, and used by either the District or Vendor within the scope of this Contract (unless said infringement results directly from Vendor's compliance with District's written standards or specifications).**

11.3 Defense Counsel. District reserves the right to provide a portion, or all of its own defense, at its own expense; however, District is under no obligation to do so. Any such action by District is not to be construed a waiver of Vendor's obligation to defend District or a waiver of Vendor's obligation to indemnify District pursuant to this Section.

11.4 Indemnity Survival. The provisions of this Section 11 are solely for the benefit of the parties hereto, and not intended to create or grant any rights, contractual or otherwise, to any other person or entity and the obligations herein shall survive the termination or expiration of this Contract.

12. **Work On School District Campuses.**

12.1 Notice Before Entry During School Hours and Decorum on District Campuses. Vendor acknowledges that work may be performed in connection with an educational facility that is currently occupied and in use. It is imperative that Vendor's deliveries and/or performance of Services not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. During school hours, when entry is not made on an emergency basis, Vendor shall notify the District in advance and arrange an escort for Vendor's representative.

12.2 Compliance with Campus Rules. Vendor agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Vendor recognizes the ongoing school activities in proximity with its onsite activities shall result in the need for prompt and effective coordination of its Services with those involved in the ongoing use of the premises. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Vendor shall be responsible for the actions of its employees and its subcontractors. The Vendor recognizes the site is a public-school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the site and shall require adequate dress of the Vendor's forces consistent with the nature of the work being performed.

13. **Criminal Background Checks.** Vendor shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, District Board Policy CH (Legal) and (Local), and other policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee of Vendor or of any subcontractor [if authorized] with a disqualifying criminal history performs Services under the award at or for the District; and shall timely provide written certifications thereunder in such form and substance as requested by the District. Vendor understands that any failure to comply with the requirements of this Section may be grounds for termination of its Contract with the District.

14. **Relationship. This Contract does not constitute a joint venture or partnership of any kind between the parties hereto. In addition, the parties expressly understand and agree the provision of Goods and/or Services is and shall be considered independent contractor work performed by Vendor, using Vendor's own talents, contacts, tools, vehicles, and equipment, and that nothing in this Contract in any way creates an express or implied contract of employment between the District and Vendor. Vendor is not and shall not be an employee of the District for any purpose. Vendor is exclusively responsible for all administrative matters relating to its status hereunder or the Goods and/or Services, including without limitation, travel, lodging, and other expenses, any withholding and payment of all federal, state and local income taxes, FICA, FUTA, or other employment-related taxes, workers' compensation insurance, fringe benefit programs, or other benefits of any kind. Vendor represents that it is an independent contractor providing goods and/or services for hire similar to the Goods and/or Services to the general public, that it has full authority and capacity to enter into this Contract and provide the Goods and/or Services, and that execution or performance of this Contract by Vendor shall not violate any other agreement or covenant or any law.**

15. **Federal Edgar Provisions.** Vendor acknowledges in the event federal funds are used to fund the Goods and/or Services delivered under the Contract, Vendor will abide by all applicable federal laws, rules, and regulations, executive orders, and policies, procedures and directives applicable to the Contract, including but not limited to the following:

15.1 Contractual Remedies. Vendor agrees that it will comply with all administrative, contractual, legal remedies, sanctions, and penalties for violation or breach that are included in this Contract.

15.2 Wage and Hour Requirements. To the extent this Contract involves the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), which requires Vendor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. This provision will not apply to the District's purchases from Vendor of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15.3 Clean Air Act and EPA. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 -7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387) and agrees to promptly notify the District of any violation.

15.4 Debarment and Suspension. Vendor has certified that neither the Vendor nor its principals were listed on the government-wide exclusions in the System for Award Management ("SAM") that neither the Vendor nor its principals are debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549 at the time this Contract was executed. Vendor further agrees on behalf of itself and its principals, to immediately provide written notification to the District if, at any time following execution of this Contract, Vendor or one of its principals learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, or if Vendor or one of its principals is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Failure to notify the District of erroneous

information within five (5) business days of change in circumstances shall be grounds for immediate termination, but termination of Vendor shall not be an election of remedy by the District.

15.5 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Vendor confirms its certification to the District that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Vendor further certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., providing administrative remedies for false statements, apply to this certification and disclosure, and that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Finally, Vendor agrees that it will require the language of this certification be included in the award documents for all lower-tier contractors it hires, and that it will ensure all subcontractors make the same certification in connection with work done under the Contract. The certification in this Section is a material representation of fact upon which the District has placed its reliance.

15.6 Compliance with Mandatory Provisions of State Energy Conservation Plan. Vendor shall comply with the all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), if any.

15.7 Compliance with Solid Waste Disposal Act. If the District purchased the same item or items from the Vendor under this Contract, which were purchased by the District during the preceding fiscal year, and the prior purchase exceeded $10,000, Vendor agrees that it will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable, and that it will provide information and certifications required by the District confirming estimates and otherwise evidencing such compliance.

15.8 Equal Employment Opportunity Clause. Vendor represents, warrants and certifies that, during the performance of the Contract:

A. it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination;

B. it will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;

C. it will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information;

D. it will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

E. it will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

F. it will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders;

G. in the event of Vendor's non-compliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and

H. it will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect its interests.

15.9 Termination for Convenience. Notwithstanding any provision to the contrary contained in this Contract, if federal funds are used to fund the purchase represented by this Contract, the District reserves the right to terminate this Contract for convenience. In such event, the District agrees it will be responsible for all legitimate charges with respect to periods prior to the termination.

16. **Miscellaneous.**

16.1 Assignment/Delegation. Without the prior written consent of the other party, no party shall have right or power to assign this Contract in whole or in part, or to delegate or sub-contract any duties hereunder in whole or part. Any attempted assignment or delegation by Vendor shall be wholly void and ineffective for all purposes unless made in the conformity with this paragraph.

16.2 Governing Law and Venue. **THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND IS PERFORMABLE IN EL PASO COUNTY, TEXAS.**

16.3 No Waiver of Immunity. The District reserves, and does not waive, its rights of sovereign/governmental immunity and similar rights, immunities and rights of its officials and employees, under the Texas Tort Claims Act. Nothing herein shall be a consent to suit.

16.4 No Third-Party Beneficiaries. This Contract, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No term or provision of this Contract shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Contract.

16.5 Context. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa.

16.6 Attorney's Fees. In the event that either party brings an action to enforce or interpret any provision of this Contract, the prevailing party will be entitled to recover its costs and expenses including, without limitation, reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it shall be entitled to receive, as determined by the trier of fact in such dispute.

16.7 Waiver. No waiver, change, modification or discharge by either party hereto of any provision of this Contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. A waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

16.8 Severability. Any provision, or part thereof, of this Contract held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Contract and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable.

16.9 Time of Essence. Time is of the essence with respect to Vendor's obligations hereunder.

16.10 Public Records. Records relating to this Contract may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. To the extent any of the Goods and/or Services under this Contract involve the exchange or creation of Public Information as defined by such Act, the Vendor shall make any such information, not otherwise exempted from disclosure under such Act, available in writing and electronically in Microsoft Word, Microsoft Excel and or Adobe Acrobat.

16.11 Notices. All notices to a party under this Contract shall be provided by certified mail, return receipt requested, to the address set forth for the respective party beneath its signature block in this Contract, or such other address as later provided by a party through written notice to the other party.

16.12 Advertising. Vendor shall not advertise or publish, without the District's prior consent, the fact that the parties have entered into this Contract, except to the extent necessary to comply with proper requests for information from a representative of the federal, state, or local government.

16.13 Right to Audit and Records Access. The District, or its authorized representative (including Texas Education Agency and the Comptroller General), shall be given reasonable access to records and rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors, in order to investigate the District's claims, the Services, and/or evaluate the performance of the Vendor. The Vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards. Vendor agrees to maintain all required records for five (5) years after the District makes final payment and all other pending matters are closed.

16.14 Israel Certification. Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. Vendor means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

16.15 Firearms Certification. The Vendor represents, warrants, and covenants to the District that the Vendor: (a) does not have any practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of this Contract. For purposes of this provision, the terms "firearm entity", "firearm trade association" and "discriminate against a firearm entity or a firearm trade association" shall have the same meaning as set forth in Government Code Section 2274.001 et. seq.

16.16 Energy Company Certification. The Vendor represents, warrants, and covenants to the District that the Vendor, within the meaning of Texas Government Code Sections 809.001 and 2276.001 et. seq., it: (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of this Contract.

16.17 Website Accessibility Compliance. Vendor warrants to the extent applicable that it will comply and provide access to District's electronic information, including the District's website, for individuals with disabilities in accordance with all applicable laws, including but not limited to the American's with Disabilities Act ("ADA"). The Vendor acknowledges and understands that Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act require that individuals with disabilities seeking information or services from the District must have access to and use of information and data that is comparable to the access and use by any other member of the public who are not individuals with disabilities and this requirement extends to any and all web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members. Vendor further warrants that any web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members meets or exceeds the Web Content Accessibility Guidelines (WCAG) version 2.2, level AA criteria. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Vendor further agrees to indemnify and hold harmless District from any claims arising out of Vendor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

16.18 E-Signatures. This Contract may be executed in two or more counterparts, each of which are deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Contract transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Contract, have the same effect as physical delivery of the paper document bearing the original signature.

16.19 Entire Contract/Modification. **THIS CONTRACT IS THE FINAL, COMPLETE, AND ENTIRE CONTRACT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND SUPERSEDES ALL PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO MATTERS HEREIN. THIS CONTRACT MAY BE MODIFIED OR RESCINDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES TO THE CONTRACT BY AND THROUGH THEIR DULY AUTHORIZED AGENTS. Changes to this Contract may only be made by mutual written agreement of the parties, which must contain the authorized signature of the District's Superintendent or the President of the District's Board of Trustees.** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for

objection. In the event of any conflict between this Contract and the General Terms and Conditions of the contract attached to the Solicitation Document, the terms of this Contract shall control.

[Signatures on next page]

EXECUTED as of the ____day of _____, 2025.

EL PASO INDEPENDENT SCHOOL DISTRICT

By: _____
Martha Aguirre, Interim Superintendent

APPROVED AS TO FORM

By: Signed: Tuesday, September 23, 2025
Jeanne C. Collins, General Counsel

ADDRESS FOR NOTICE:

El Paso Independent School District
Attn: Superintendent
1014 N. Stanton Street
El Paso, Texas 79902

With Copy to:
General Counsel
El Paso Independent School District
1014 N. Stanton Street
El Paso, Texas 79902

VENDOR: NCS PEARSON, INC. D/B/A CERTIPORT, A BUSINESS OF NCS PEARSON, INC.

By: _____ HMC
Krista Ketchmark, VP of Business Development

ADDRESS FOR NOTICE
NCS Pearson, Inc.
5601 Green Valley Drive
Bloomington, MN 55437

EXHIBIT "A"
Goods to Be Delivered and Pricing

If Delivery By Unit Pricing:

Andress High School:

Product ID	Product	Quantity	Sales Price	Total Price
1104541	(LearnKey) Adobe Pro ecourses, up to 500 user K12/WFD (GMetrix Platform)	1.00	$2,250.00	$2,250.00
1102126	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	$6,166.00	$6,166.00

Austin High School:

Product ID	Product	Quantity	Sales Price	Total Price
1104539	(LearnKey) MOS ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1102832	(CertPREP) MOS Practice Tests, up to 300 User License (Full Suite) - K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1101634	MOS License - US K-12	1.00	$3,894.00	$3,894.00
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1102125	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Classroom - Full Suite - K12	1.00	$4,624.00	$4,624.00

Burges High School:

Product ID	Product	Quantity	Sales Price	Total Price
1106575	(LearnKey) ACU ecourses, up to 300 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	$1,650.00	$1,650.00
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	$3,894.00	$3,894.00
1102125	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Classroom - Full Suite - K12	1.00	$4,624.00	$4,624.00

Chapin High School:

Product ID	Product	Quantity	Sales Price	Total Price
1106448	(LearnKey) ACU ecourses, up to 500 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	$2,250.00	$2,250.00
1104541	(LearnKey) Adobe Pro ecourses, up to 500 user K12/WFD (GMetrix Platform)	1.00	$2,250.00	$2,250.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	$3,894.00	$3,894.00
1102126	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	$6,166.00	$6,166.00

Center Career & Technology Education:

Product ID	Product	Quantity	Sales Price	Total Price
1106575	(LearnKey) ACU ecourses, up to 300 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	$1,650.00	$1,650.00
1104541	(LearnKey) Adobe Pro ecourses, up to 500 user K12/WFD (GMetrix Platform)	1.00	$2,250.00	$2,250.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	$3,894.00	$3,894.00
1102126	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	$6,166.00	$6,166.00

Coronado High School:

Product ID	Product	Quantity	Sales Price	Total Price
1104539	(LearnKey) MOS ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1102832	(CertPREP) MOS Practice Tests, up to 300 User License (Full Suite) - K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1101634	MOS License - US K-12	1.00	$3,894.00	$3,894.00
1104541	(LearnKey) Adobe Pro ecourses, up to 500 user K12/WFD (GMetrix Platform)	1.00	$2,250.00	$2,250.00
1102126	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	$6,166.00	$6,166.00
1106575	(LearnKey) ACU ecourses, up to 300 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	$1,650.00	$1,650.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	$3,894.00	$3,894.00
1105293	(LearnKey) Intuit ecourses, up to 300 User License K12/WFD (GMetrix platform)	1.00	$1,395.00	$1,395.00
1105095	Intuit 500 Certifications License with 500 User CertPREP Practice Tests - K12	1.00	$3,678.00	$3,678.00

El Paso High School:

Product ID	Product	Quantity	Sales Price	Total Price
1106575	(LearnKey) ACU ecourses, up to 300 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	$1,650.00	$1,650.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	$3,894.00	$3,894.00
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1102125	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Classroom - Full Suite - K12	1.00	$4,624.00	$4,624.00

Franklin High School:

Product ID	Product	Quantity	Sales Price	Total Price
1104541	(LearnKey) Adobe Pro ecourses, up to 500 user K12/WFD (GMetrix Platform)	1.00	$2,250.00	$2,250.00
1102126	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	$6,166.00	$6,166.00
1104540	(LearnKey) MOS ecourses, up to 500 User License K12/WFD (GMetrix Platform)	1.00	$2,250.00	$2,250.00
1102735	(CertPREP) MOS Practice Tests, up to 500 User License (Full Suite) - K12/WFD (GMetrix Platform)	1.00	$2,250.00	$2,250.00
1101634	MOS License - US K-12	1.00	$3,894.00	$3,894.00
1106448	(LearnKey) ACU ecourses, up to 500 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	$2,250.00	$2,250.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	$3,894.00	$3,894.00
1105286	(LearnKey) ESB and D4D ecourses, up to 500 User License K12/WFD (GMetrix platform)	1.00	$1,825.00	$1,825.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	$3,588.00	$3,588.00

Irvin High School:

Product ID	Product	Quantity	Sales Price	Total Price
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1102125	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Classroom - Full Suite - K12	1.00	$4,624.00	$4,624.00

Jefferson High School:

Product ID	Product	Quantity	Sales Price	Total Price
1104540	(LearnKey) MOS ecourses, up to 500 User License K12/WFD (GMetrix Platform)	1.00	$2,250.00	$2,250.00
1102735	(CertPREP) MOS Practice Tests, up to 500 User License (Full Suite) - K12/WFD (GMetrix Platform)	1.00	$2,250.00	$2,250.00
1101634	MOS License - US K-12	1.00	$3,894.00	$3,894.00
1106448	(LearnKey) ACU ecourses, up to 500 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	$2,250.00	$2,250.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	$3,894.00	$3,894.00
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1102125	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Classroom - Full Suite - K12	1.00	$4,624.00	$4,624.00
1105285	(LearnKey) ESB and D4D ecourses, up to 300 User License K12/WFD (GMetrix platform)	1.00	$1,395.00	$1,395.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	$3,588.00	$3,588.00

Total Price	**$160,703.00**

Other Description of Goods to Be Delivered: N/A

EXHIBIT "B"
Scope of Services and Deliverables

Scope of Services:

Place(s) of Provision of Services:
Vendor Services to be provided at the following District schools:

Center for Career and Technology Education
Andress High School
Austin High School
Burges High School
Chapin High School
Coronado High School
El Paso High School
Franklin High School
Irvin High School
Jefferson High School

Date(s)/Period of Provision of Services:
November 8, 2025 – November 7, 2026

Description of Services:
As listed in Exhibit "A".

EXHIBIT "C"
Compensation

Compensation [mark/complete one or more as applicable]:

N/A $_____ (Lump Sum/Fixed Price)

N/A Payable at completion.

N/A Quarterly Payments of $_____ beginning _____.

N/A Payable as follows:

$_____on _____

$_____on _____

$_____on _____

N/A $_____ per _____, (with a not to exceed cap of $_____)

N/A $_____ per hour, (with not to exceed cap of $_____, based on rates below) payable monthly based upon hours and types of Goods and Services provided and documented in invoice.

_X_ Other [please explain]: District will pay $160,703.00 within 30 days after receipt of invoice and after satisfactory delivery and/or activation of all Goods and Services.

Expenses: [Description]: N/A

Total Compensation for Goods and Services Permitted under this Contract: $160,703.00.

THIS CONTRACT IS CONTINGENT UPON ITS UNDERLYING PROCUREMENT (YSLETA INDEPENDENT SCHOOL DISTRICT #221030RFP-INFORMAL, CAREER AND TECHNICAL EDUCATION) BEING VALID FOR THE ENTIRE CONTRACT TERM; CONTRACT AND TOTAL COMPENSATION THEREIN BEING PROPERLY BUDGETED, WITH APPROVAL BY THE DISTRICT BOARD OF TRUSTEES AS APPLICABLE AND HAVING THE BENEFIT OF BETTER PRICING AS AVAILABLE DURING THE CONTRACT TERM.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1354880

Date Filed:
08/26/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Certiport, a business of NCS Pearson, Inc.
Bloomington, MN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
El Paso Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
YISD221030
Certification exams, practice tests, and learning content.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
PN Holdings, Inc.	Bloomington, MN United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Krista Ketchmark, and my date of birth is 12/12/1974.

My address is 5601 Green Valley Drive, Bloomington (city), MN (state), 55437 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hennepin County County, State of Minnesota, on the 26 day of August (month), 2025 (year).

HMC Krista Ketchmark

Signature of authorized agent of contracting business entity
(Declarant)

Ysleta Independent School District

THEDISTRICT

AWARD SUMMARY

SOLICITATION NUMBER and TITLE
221030RFP-Informal, Career and Technical Education

CONTRACT TERM	THIS SOLICITATION REPLACES NUMBER and TITLE
EFFECTIVE: July 1, 2021 **EXPIRATION:** June 30, 2026	218010RFP, Career and Technical Education
OPTION(S): Informal open for (5) five years	**FUNDING SOURCE:** Various Funds Various District Funds

#VENDOR(S) NOTIFIED:	#OFFEROR(S) RESPONDED:	#VENDOR(S) AWARDED:	ADVERTISEMENT DATES:	SOLICITATION CLOSE/OPEN DATE:
815	86	57	04/29/21 and 05/06/21	05/20/21 & 5/24/21

DATE OF AWARD: 6/3/21	Extensions	30-day	60-day	90-day	120-day
	Signature:		11.20.2024		
				ANNUAL ESTIMATE	$350,000.00

REQUESTING DEPARTMENT AND SPECIFICATIONS PROVIDED BY:
Fernando Marquez/ Career and Tech

EVALUATION COMMITTEE:

Cristina Campos / Career and Tech. Fernando Marquez / Career and Tech. Lore Arellano / Bel Air HS	Pablo Solis / Del Valle HS

BASIS FOR AWARD:
Recommended vendor(s) for award offered the best value to the district based on Education Code 44.031.

EXPLANATORY NOTES:
Evaluation Committee agreed to award multiple best value vendors, due to a variety of services and/or item availability
RFP – Informal, Evaluation Committee authorized purchasing review and process additional vendors until the expiration date.
Complete Reprographics Inc removed from award due to no pricelist submitted and unable to hold pricing for a year.
United Data Tech, Ed Motion, Teacher Heaven unawarded due to no pricelist/catalog/website with price submitted
Removal of vendors who do not fall under the criteria of solicitation and who were awarded in error: **Ace Mart Restaurant Supply, ACP Direct, AVES Audio Visual System, Carolina Biological Supply, Cengage Learning, Dart Drones, Imagery Graphic System, JourneyED.com, Maxiaids, McGraw-Hill School Education LLC, Pacific learning, Perfection Learning Corp., Pocket Nurse, School Kids Healthcare, School Mate, School Specialty, Skill Struck, Textbook Warehouse, United Technologies,** and **Youthlight.**
Non-award to **Mackin Educational, Fab Lab, Algorhythm and Blues LLC, Junior Library Guild, ELB US, Sound & Signal Systems of Texas, Advantage Imaging Supply** due to not meeting the SOW criteria.

ADMINISTRATIVE REVIEW:	MONICA VASQUEZ, INTERIM DIRECTOR
AGENT OF RECORD:	CRISTINA VANDEBERG, SB

SOLICITATIONS RECEIVED AND QUALIFIED FOR AWARD AS INDICATED BELOW:

SOLICITATIONS RECEIVED AND QUALIFIED FOR AWARD AS INDICATED BELOW:	
Vendor Name	
4 Bit Ranch	LOGO Ventura Inc.
Arrowhead Scientific, dba Arrowhead Forensics	**LowCostEarbuds.com (The Black Vault, Inc.)**
Advanced Technologies Consultants (T.S. Enterprises Associates)	MajorClarity,Inc.
Anatomage	Midwest Technology Products (Midwest Shop Supplies)
Anchorage Medical Equipment & Supplies LLC	Nasco (Nasco Education LLC)
AndyMark, Inc.	Nucleus Robotics, LLC
Anson PDR, LLC	Ohmnilabs Inc.
Apogee Components, Inc.	Ozo Edu Inc (Ozobot)
Assessment Testing Institute, LLC DBA National Health career Association (NHA)	Paxton/Patterson LLC
	Pioneer School of Real Estate
Avantis Education Inc.	Premier Uniforms & Tactical Supply (AH Enterprise Inc.)
Bazaar Uniforms And Men's Store LLC	Priority Dispatch Corporation (Medical Priority Consultants)
Better Bailey dba The Boss Dispatching Academy	
Biddle Consulting Group Inc.	Project Lead The Way
C.C. IMEX	Realityworks
Careerisma	REV Robotics LLC
Certiport, a business of NCS Pearson, Inc.	Robotics Education & Competition Foundation
CEV Multimedia, Ltd.	SAVVAS Learning Company (Gateway Education)
Dearborn Real Estate Education (DF Institute)	Single R Ranch (Rainer)
Dummies Unlimited, Inc.	Stukent Inc.
Eduthings, LLC	Teaching Systems, Inc.
Edvotek	Texas Art Supply Company
Engineering is Elementary (Museum of Science)	The Real Estate Business School (Vandiver-Morgan)
Fifer Arena	Texas Veterinary Medical Association
Fisher Science Education	The Burmax Co. Inc. (the Burmax Co. Inc.)
Follett School Solutions, Inc.	Tiggbee
Goodheart_ Willcox Publisher dba(the Goodheart Willcox Company)	Toolkit
Imagery Graphic Systems (Precision Business Machines, Inc.)	VEX Robotics, Inc.
InVeris Training Solutions, Inc.	Xello Inc.
Lab Resources, Inc	

221030RFP-Informal Addendum 1
Certiport, a business of NCS Pearson, Inc.
Supplier Response

Event Information

Number:	221030RFP-Informal Addendum 1
Title:	Career and Technical Education
Type:	Request for Proposal
Issue Date:	4/29/2021
Deadline:	6/30/2026 05:00 PM (MT)
Notes:	Awards will be made to multiple vendors on an incremental basis during the solicitation offering period. Vendors are encouraged to submit a response as soon as possible. As proposal responses are received or on a periodic basis, they will be opened, evaluated, and either accepted or rejected by the district, based on the criteria outlined within the request for proposal. Awards will be made throughout the open period of this solicitation and will be made upon acceptance of a proposal response. Applicants will then be notified of the district's decision. Vendor proposals will be accepted until 5:00 PM, June 30, 2025.

Contact Information

Contact: Roxanne Reta Senior Buyer
Address: 9600 Sims Drive
El Paso, TX 79925
Phone: (915) 434-0292
Email: rreta1@yisd.net

Certiport, a business of NCS Pearson, Inc. Information

Contact: Clay Hagblom
Address: 1276 S 820 E # 200
American Fork, UT 84003
Phone: (801) 847-3100
Fax: (801) 492-4118
Email: Clay.Hagblom@pearson.com
Web Address: www.Certiport.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Bill Brothers
Signature

Bill.Brothers@pearson.com
Email

Submitted at 9/14/2021 3:15:06 PM

Requested Attachments

Catalog / Website — Price Catalog, CIQ and Form 1295.pdf

Catalog / Website

COI - Certificate of Insurance — cert_NYC_Ysleta ISD_11188695_1.pdf

will request afterward

Bid Attributes

1	**Solicitation Acknowledgement**

The undersigned certifies that:
(i) he/she is duly authorized to submit and execute this offer;
(ii) the Offeror has not prepared this offer in collusion with any other respondent;
(iii) no act to persuade any company, corporation, firm, partnership, entity or individual to submit or withhold an offer has been made;
(iv) the contents (including, but not limited to pricing information), terms or conditions of this offer have not been and will not be communicated or disclosed by Offeror or any employee or agent of Offeror to any other person or company prior to the official date and time of opening of this offer; and
(v) the Offeror and its principals, shareholders, members, partners, employees and/or agents have not and will not attempt to lobby (directly or indirectly) the Board of Trustees or any employees or agents of the Ysleta Independent School District with regard to this offer.

The undersigned further certifies that the enclosed offer is submitted in accordance with all instructions, specifications, definitions, conditions and contract provisions contained herein and that the undersigned is aware that failing to submit a conforming offer may result in partial or full rejection of the offer. Offeror hereby certifies that neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the United States or the State of Texas. The Offeror hereby assigns to the District any and all claims for overcharges associated with this solicitation and/or any contract by and between the Offeror and the District arising out of the antitrust laws of the United States and/or the antitrust laws of the State of Texas.

☑ Agree (Agree)

2	**Solicitation Terms & Conditions** The Offeror is required to read the Solicitation Terms & Conditions attached to this solicitation. It is recommended that a copy of the Solicitation Terms & Conditions document be retained for future reference. Any exceptions to the Solicitation Terms & Conditions, unless otherwise directed within the solicitation, may be cause for an offeror's submittal to be disqualified. Please annotate all exceptions in the Deviations from Solicitation Terms & Conditions and/or Contract attribute. The terms and conditions within this solicitation will take precedence over the Solicitation Terms & Conditions when they are in conflict. ☑ Agree (Agree)
3	**Section 1 - Instructions for Solicitation Submittal** Instructions for solicitation submittal are attached. ☑ Understood (Understood)
4	**Technical Difficulities** The vendor must provide an email to Buyer/Senior Buyer by closing date/time with a time-date stamped screenprint/description of technical difficulty. The District will determine if technical difficulty will allow for a 24-hour waiver for the vendor to respond. ☑ Understood (Understood)
5	**Section 2 - Scope of Work / Specification / Contract Term / Evaluation /**
6	**Scope of Work / Specification** Please confirm reviewed the following scope of work/specifications. (District's description of product/goods and services to purchase.) (For solicitations advertised under Education Code 44.031.) 1. This is a discount off catalog/price list solicitation to purchase products/goods/supplies/equipment/services of various types for Career and Technical Education. To include, but not limited to, all CTE cluster programs listed; · Agriculture, Food & Natural Resources · Architecture & Construction · Arts, A/V Technology & Communication · Business, Management & Administration · Education & Training · Finance · Government & Public Administration · Health Science · Hospitality & Tourism · Human Services · Information Technology · Law, Public Safety, Corrections & Security · Manufacturing · Marketing, Sales & Services · Science, Technology, Engineering & Mathematics · Transportation, Distribution & Logistics 2. Vendors must bid on line #2, Products/Goods/Supplies/Equipment, in order to be considered for award. Line #3, Services, is for services to support the items as stated on line #2. This solicitation is NOT for services only. Vendors that respond only to line #3 will not be considered for award. Yes
7	**Contract Term** The overall period of performance shall be effective from upon date of award through June 30, 2025. Ysleta ISD reserves the right to automatically extend the contract at the discretion of the District without notification.

8	**Evaluation** Per Education Code 44.031, the District will utilize either Competitive Bid, Competitive Sealed Proposal, or Request for Proposal in providing the best value for the District. In determining to whom to award, the District shall consider: • 40 points – Purchase price • 25 points – Reputation and quality of the vendor and of the vendor's goods and/or services. • 25 points – The extent to which the goods and/or services meet the District's needs, and the total long-term cost to the District to acquire the vendor's goods and/or services. • 3 points – Vendor's past relationship with the District. • 0 points – Impact on the ability of the District to comply with laws and rules related to historically underutilized businesses. • 0 points – For a contract that is not for 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 has its principal place of business in this state or employs at least 500 persons in this state. • 7 points – Any other relevant factor specifically listed in the request for bids or proposals.
9	**Section 3 - Questionnaire/Attributes** Offeror will review and respond to the following questions:
10	**==========** *****Reputation & Quality***** **==========**
11	**Claims and Suits** (If the answer to any of the questions below is yes, please include details.) •Has organization ever failed to complete any work awarded to it? If so, describe the circumstances and parties involved, in detail. •Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against organization or its officers? •Has organization filed any lawsuits or requested arbitration with regard to contracts within the last five years? *No response*
12	**References** •Offeror must furnish a minimum of three (3) references, from organizations and/or businesses that have been provided with similar services or items. The organization's name, a contact person, telephone number, email address and a brief description of the items and services provided are required for each reference. Failure to submit the information may result in the offer being considered as non-responsive. •Offeror, by furnishing these references, agrees to allow the District to contact any persons and/or organizations listed, and to utilize information obtained in evaluation of offer. The District reserves the right to check any references known to them and to use information received from such references in making the award. •References may not include currently employed District personnel.
13	**References - #1** Traci Hendrix – 4 years CTE Director Pflugerville ISD 512-414-9613 traci.hendrix@pflugervilleisd.net
14	**References - #2** Dahlia Acosta – 7 years CTE Specialist - Socorro ISD 915-937-0351 dacosta@sisd.net

15	**References - #3** Shirley Flores – 8 years CTE Specialist – Northside ISD 210.397.8899 shirley.flores@nisd.net
16	**Personnel Assigned to the Project (for service)** For each key person, provide a brief description of individual responsibilities, length of time with the organization, city of residence, and experience with similar projects. Must also include proposed consultants, and its key personnel, to include past working relationship. NA
17	**Experience** Provide information for three (3) projects, within the last five (5) years, for which you have provided services that are most related/similar to this project. List the projects in order of priority, with the most relevant project first. Provide the following information for each project listed: Project name, location, description, costs for product/service, professional service provider and representative who served in the contract, if applicable.
18	**Experience - Project #1** NA
19	**Experience - Project #2** NA
20	**Experience - Project #3** NA
21	========== ***Meets Needs & Long Term Cost*** ==========

22 Deviations from Solicitation Terms & Conditions and/or Contract

If an Offeror proposes changes to any provision in this solicitation document and/or the attached contract or if the Offeror desires additional provisions to be included in the final contract, the Offeror must so indicate.

The District reserves the right to modify the terms and conditions of any proposed contract during negotiations with the Offeror. Offeror's additional provisions that require attorney review, cost incurred by the District will be passed onto the Offeror.

Please provide the requested changes to the attached Solicitation Terms and Conditions and/or contracts. Note item number and specific details of the change and/or exceptions. E-Bid Proposals - Deviations must be included in this field only. Attachments in response to this solicitation which include deviations will not be considered.

I. Section 2, "Contract Documents" under heading III. CONTRACTING IN GENERAL of the SOLICITATION TERMS AND CONDITIONS is modified as follows: "The Contract Documents consist of the Agreement, any solicitation documents issued or received pursuant to the processing of this solicitation, these ST&Cs, the form of the contract included in the solicitation, the response, any forms/exhibits tied to District action leading to the award, and any Certiport Authorized Test Center agreement entered into by a District school and Offeror. If no additional Agreement is executed by both parties, then these ST&Cs and the purchase order shall constitute the entire agreement of the parties without further execution and upon request by the District, Offeror agrees to sign the Purchase Order.

II. Section 3 "Order of Precedence" under heading III. CONTRACTING IN GENERAL of the SOLICITATION TERMS AND CONDITIONS is modified as follows: In the event of a conflict between Contract Documents, the following order of precedence shall prevail: 1) terms and conditions set forth in a separate agreement between the parties, 2) provisions set forth in the specifications as well as any addenda thereto, 3) the solicitation documents and these ST&Cs, 4) any previously entered into Certiport Authorized Test Center agreement, 5) the Offeror's response to this solicitation, and 5) the any other terms, conditions, or instructions contained in each individual purchase order, if applicable.

III. Section 25, "Uniform Commercial Code" under the heading IV. STANDARD CONTRACT TERMS of the SOLICITATION TERMS AND CONDITIONS is deleted in its entirety.

IV. Section 29, "Warranties" under the heading IV. STANDARD CONTRACT TERMS of the SOLICITATION TERMS AND CONDITIONS is modified as follows: Offeror warrants the goods and/or services furnished to be exactly as specified in the contract documents, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Vendor, to be in compliance with applicable law, to be merchantable, and with any services to be performed in a good and workmanlike manner.

V. Section 30, "Insurance Requirements" under Section IV. STANDARD CONTRACT TERMS of the SOLICITATION TERMS AND CONDITIONS is modified as follows:
1. The first paragraph is modified to read: "Notwithstanding any other provisions in the Contract, a certificate or certificates of insurance issued in accordance with the provisions of Chapter 1811 of the Texas Insurance Code, as same and as amended under S.B. 425, and copies of all endorsements required hereunder shall be filed with the District prior to the signing of the Contract between District and Vendor. Upon request of the District, certificate of insurance and endorsements shall be provided to the District prior to or after commencement of the Work. Certificates not complying with the provisions of Chapter 1811 of the Texas Insurance Code will not be accepted. All insurance coverage will be obtained at the Vendor's expense shall comply with Texas Labor Code §406.096 and 28 Texas Admin. Code §110.110, and shall comply with Board Policy CV (Legal), CV (Local), and CV (Exhibit), and, to the extent not in conflict with any such policy, shall comply with the following:"
2.Subsection a. is deleted in its entirety.
3.Subsection b. is modified to read: "The insurance shall be underwritten by a company rated not less than A- in the Best's latest published guide."
4.Subsection d. is modified to read: "Certificate of insurance will contain a statement including the District as an additional insured party on the Commercial General Liability and Business Automobile Policies."
5.Subsection h. is modified to read: "Except for workers' compensation coverage, each insurance policy required by this Contract shall be endorsed or automatically provide a waiver, in favor of the District, of the insurance company's right of subrogation"

23 Equivalent or Substitute Offers

Unless identified in the solicitation as "No Substitutes", equivalent /substitution offers will be accepted and considered provided they are equal to and meet all specifications of this solicitation which may include all specifications of the brand used to identify the quality of the goods and/or services requested. The District reserves the right to make the final determination of whether an equivalent /substitution offer is equal. It is the Offeror's responsibility to provide, as part of its offer, and specification information on all equivalents/substitutions offered.

Requests for Substitutions: Include, as appropriate, with each request, the following information:
1. Product data, drawings, and descriptions of products, fabrication and installation procedures (attach);
2. Samples, where applicable or requested;
3. A detailed comparison of the significant qualities of the proposed substitution with those of the work originally specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect, where applicable;
4. Coordination information, including a list of changes or modifications that will become necessary to accommodate the proposed substitution;
5. Cost information;
6. References of current users should be included; and
7. If the offer is not clearly identified as alternate/substitution item(s), it is understood that the offer is for items exactly as specified in the solicitation.

No response

24 Shipping/Handling/Freight Fees

The District does not pay shipping/handling/freight fees. Possibility of non-award if these fees are required. For consideration/review, fees are to be included on this field only. Attachments in response to this solicitation which include these fees will not be considered.

No response

25 Firm Pricing

The District requests that the prices for this solicitation remain firm throughout the term of the Contract. Indicate whether Offeror can comply.

No

26 Firm Pricing, Non-Compliant

If Offeror cannot comply, indicate here until what date prices are firm. If pricing can remain firm, indicate yes.

Through 2021.

27 Minimum Price and/or Quantity

The District requests that there is no minimum price and/or quantity required for purchases. Indicate whether Offeror requires a minimum price and/or quantity order.

Please select

28 Minimum Price and/or Quantity, Non-Compliant

If Offeror cannot comply, indicate here the minimum order in dollars and/or quantity amount. If minimum price and/or quantity is not applicable, indicate n/a.

No response

29 **Payment Terms**

Payment shall be made to the Vendor only for goods/services rendered. Payment shall be made no earlier than thirty (30) days after receipt of invoice unless early payment is approved by the District and made part of the award. Invoices must reference the District purchase order number.
The District will not be held to the thirty (30) day terms if the purchase order number is not referenced correctly or the invoice is not mailed to the address below.
Original invoices (no pre-invoicing or statements) are necessary for payment and should be:

a. Mailed to:
Ysleta Independent School District
Attn.: Accounting Department
9600 Sims Drive El Paso, Texas 79925

b. Emailed to: accounting@yisd.net

☑ Agree (Agree)

30 **Discount Payment Terms**

The District will consider prompt payment discounts in evaluation of offers. Indicate discount payment terms. (The District must have at least 10 days after receipt of invoice to make payment.)

No response

31 **Electronic Funds Transfer (EFT) Program**

If requested, the vendor agrees to receive District payments by EFT.

☑ Agree (Agree)

32 **Implied Warranty**

Offeror warrants the goods and/or services furnished to be exactly as specified in the contract documents, free from defects in Vendor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Vendor, to be in compliance with applicable law, to be merchantable and fit for the particular purpose, and with any services to be performed in a good and workmanlike manner. All applicable Uniform Commercial Code (UCC), warranties expressed and implied, are incorporated herein.

See exceptions and deviations.

33 **After Receipt of Order (ARO)**

The District requests Offeror provide the number of days for delivery of product/goods. Stock items are to be delivered within three calendar days. Non-stock items are to be delivered within seven calendar days. Please provide ARO

within 2 buisness days.

34 **Principal Place of Business, within District Boundary**

Indicate whether or not your business is in the Ysleta Independent School District area.

No

35 **Principal Place of Business, State**

The term "principal place of business" does not necessarily refer to the place of incorporation or organization of a company, or to the residence of its majority owner.

It means the place where the company, whether natural or artificial, maintains offices and transacts business, i.e., where the business affairs are conducted. Concluding that "principal place of business" is referring to the place where a corporation's officers direct, control, and coordinate the corporation's activities.

It should normally be the place where the corporation maintains its headquarters-provided that the headquarters is the actual center of direction, control, and coordination, i.e., the "nerve center". In what state is your principal place of business?

Minnesota

36 **Manufacturing Location**

In what state is your product manufactured?

No response

37 **Principal Place of Business, 500+ Employees in Texas**

Does your business have 500 or more employees in the State of Texas? Please advise

No

38 **After-hours opening fee**

Does vendor charge an after-business hours emergency store opening fee?

- If yes, please advise how much.
- If no, indicate "n/a"

N/A

39 ==========

Past Relationship ==========

40 **Past Relationship with District**

List organization's experience with the District within the last five (5) years.

No response

41 ==========

*** Other *** ==========

42 **Reviewed Required Exhibits and Forms**

Offeror must review, complete and submit all exhibits and forms if notated and applicable. Failure to do so may be grounds to declare an offer non-responsive. Not utilizing forms provided OR modifying forms may disqualify offer. Applicable exhibits and forms are attached.

☑ Agree (Agree)

43 **Tax ID Number**

Enter Tax ID #/SSN.

410850827

44	**Organization, Summary** •Year founded •How many years has organization been in business under its present name? •Under what other or former names has organization operated? •List company locations and number of employees. *No response*
45	**Current Capacity/Workload** Provide detailed information on current workload and advise available capacity. Detailed information will include: • Projects • Customer name • Contact person/title • Phone number • Project description • Project completion date *No response*
46	**Punchout Catalog Website** Punchout catalog allows the District to access online catalog(s), select items/quantities needed and place them on a shopping cart. That cart of items is then transferred to the District's financial system to automatically populate into the requisition with the items on the cart. •Do you have a punchout catalog already setup with Tyler Technologies/Munis? (yes/no) •If yes, is it in cXML format, allowing you to receive purchase order automatically? (yes/no) No.
47	**Franchise Tax** As an entity, are you subject to Texas franchise tax? Yes or No. Please advise if you are not subject to this tax Yes.
48	**Purchase Order Delivery Method to Vendor** The District purchase orders (PO) will be sent via email to the vendor. It is the vendor's responsibility to enter the PO into their own website/software. The District will not enter or upload POs into the vendor website/software. Yes

Bid Lines

1	Line items left blank will be considered a "no-bid". Please be sure to enter an amount even if the discount/price is zero (0). This is a discount off catalog/pricelist, and Mark-up solicitation to purchase products/goods/supplies/equipment, etc. of various types for career and technical education as stated on the scope of work. Items to include, but not limited to, any and all products, goods, supplies, equipment, apparel, certifications, etc. *(Line excluded from response total)*

2	**DISCOUNT LINE** In the case of line items awarded on the basis of discounts from Offeror's, to include but not limited to website, catalog, jobber's or manufacturer's price list, an informal (telephone or written) price quote may be requested, for items contained within the general line item category. The District may purchase the best value item using any contracts made pursuant to an award under this solicitation, whether in a form of a signed written agreement, a purchase order, these ST&Cs, or otherwise (each, a "Contract") with the awarded Offeror who enters into the Contract (each, a "Vendor") as the basis for that purchase. Offeror quote, if applicable and invoice will reflect the original price, the percent discount, and the final cost to the District. *(Line excluded from response total)* Quantity: 1 UOM: EA Total: 0% Item Notes: Provide discount off catalog / website for products/goods/supplies/equipment, etc. utilized for career and technical education.
3	If offeror provides services in conjunction to the items as stated on line 2, include fee, per hour. Attach fee schedule for all services provided. If do not provide services, please respond as NO BID. *(Line excluded from response total)* Service Fee: *No response* Total: *No response*
4	**MARKUP LINE** In the case of line items awarded on the basis of markup from Offeror, an informal (telephone or written) price quote may be requested, for items contained within the general line item category. The District may purchase the best value item using any contracts made pursuant to an award under this solicitation, whether in a form of a signed written agreement, a purchase order, these ST&Cs, or otherwise (each, a "Contract") with the awarded Offeror who enters into the Contract (each, a "Vendor") as the basis for that purchase. Offeror quote, if applicable and invoice will reflect the original price, the percent markup, and the final cost to the District. *(Line excluded from response total)* Quantity: 1 UOM: EA Total: *No response*

Response Total: $0.00

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
                E.   PURCHASES REQUIRING BOARD APPROVAL

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of Tenth Amendment and Renewal to Software License and Support Services Agreement with Frontline Technologies Group, LLC, dba Frontline Education, for the Student Information System (SIS) and Enterprise Resource Planning (ERP) System, Utilizing Education Service Center (ESC) Region 19 Allied States Cooperative (ASC) Contract #24-7490, Student and Finance Systems (Budgeted General Operating Funds - $1,040,096.28)

JUSTIFICATION STATEMENT:

To continue critical district operations to include Finance, Human Resources, and Student Information System platforms

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Manny Verduzco, Marta Carmona, Haydee Pena

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:

The Interlocal Cooperative Agreement is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031. Board Policy CH (Local) states, “The Board delegates to the Superintendent the authority to make single, budgeted purchases of goods and services that cost up to $100,000."

The Board of Trustees initially approved the purchase of the TEAMS software system utilizing an Interlocal Cooperative Agreement with ESC Region 19 ASC on October 23, 2007. The TEAMS Enterprise Resource Planning (ERP) system includes finance and payroll management, procurement, warehouse services, and reporting. TEAMS Student Information System (SIS) includes scheduling, attendance, grades, discipline, as well as student and parent portals.

On or about October 13, 2017, the parties entered a First Amendment to the Software License and Support Services Agreement that added additional terms regarding certain security requirements. On or about June 25, 2018, the parties entered a Second Amendment to the Software License and Support Services Agreement that renewed the Agreement for a period from September 1, 2018, through August 31, 2019, and established fees for that period. On or about January 31, 2019, the parties entered a Third Amendment to the Software License and Support Services Agreement by adding additional services. On or about September 17, 2020, the parties entered a Fourth Amendment to Software License and Support Services Agreement that renewed the Agreement for a period from September 1, 2020, through August 31, 2021, established fees payable for that period, and added additional terms. On or about August 17, 2021, the parties entered a Fifth Amendment to Software License and Support Services Agreement that renewed the Agreement for a period from September 1, 2021, through August 31, 2022, established fees payable for that period, and added additional terms. On or about October 19, 2022, the parties entered a Sixth Amendment and amended the Agreement renewing the Agreement for a period from September 1, 2022, through August 31, 2023, establishing fees for that period, adding a new Section 8.15 for Licensor certifications regarding not boycotting Israel, Firearms, and Energy Companies, and updating the parties' addresses for notice in Section 8.08 of the Agreement. On or about August 15, 2023, the parties entered a Seventh Amendment and amended the Agreement, renewing the Agreement for a period from September 1, 2023, through August 31, 2024, and establishing fees for

that period and software to be provided by Licensor. On or about June 21, 2024, the parties entered into an Eighth Amendment and amended the Agreement, renewing the Agreement for a period from September 1, 2024, through June 30, 2025, and establishing fees for that period and software to be provided by Licensor to the Licensee for the current term and the subsequent term, and to add contingency language. On or about December 6, 2024, the parties entered into a Ninth Amendment and amended the Agreement to add additional training services to be provided between the period of November 20, 2024, and June 30, 2025, and to increase the total compensation allowed under the agreement for the term from September 1, 2024, through June 30, 2025, to account for the additional training services.

Administration is now seeking approval for the Tenth Amendment to the Software License and Support Services Agreement, renewing the Agreement for a period from July 1, 2025, through June 30, 2026, establishing the software to be provided by Licensor to the Licensee at the fees as previously stated in the Eighth Amendment, and adding language related to website accessibility compliance.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the Tenth Amendment and Renewal to Software License and Support Services Agreement with Frontline Technologies Group, LLC, dba Frontline Education, for the Student Information System (SIS) and Enterprise Resource Planning (ERP) System, utilizing Education Service Center (ESC) Region 19 Allied States Cooperative (ASC) Contract #24-7490, Student and Finance Systems, in the amount of $1,040,096.28, as presented.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.53.6397.911.99.288.911

FISCAL IMPACT AND COST:

$1,040,096.28

IMPACT ON OTHER FUCTIONS/OPERATIONS:

Districtwide Operations

CONSEQUENCES OF NON-APPROVAL:

Core operations will break down: payroll/benefits, purchasing/AP, and HR onboarding; attendance, grades, schedules, and TSDS/PEIMS submissions; putting ADA-based state funding at risk. Losing support and patches also raises security and outage-recovery risks, leading to audit findings, vendor credit holds, and erosion of staff/parent trust.

IMPLEMENTATION TIMELINE:

Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

Contract - El Paso ISD Signed_9.23.25 10th Amendment_(ERP and SIS).pdf
Cooperative Contract Information.pdf

TENTH AMENDMENT AND RENEWAL TO
SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT

THIS TENTH AMENDMENT AND RENEWAL TO SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT ("this Amendment") is made as of the date written below between FRONTLINE TECHNOLOGIES GROUP, LLC (the "Licensor"), and EL PASO INDEPENDENT SCHOOL DISTRICT (the "Licensee"). For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Licensor and Licensee are parties to that certain Software License and Support Services Agreement dated November 5, 2007 between Prologic Technology System, Inc., Licensor's predecessor-in-interest, and Licensee, as amended (the "Agreement"). The term of the Agreement in Section 6.01 "Term" provides that the Agreement is in effect and continues until Licensee ceases to use the Licensed Software Module or the date of Licensee's breach.

2. On or about October 13, 2017, the parties entered a First Amendment to Software License and Support Services Agreement that added additional terms regarding certain security requirements (First Amendment).

3. On or about June 25, 2018, the parties entered a Second Amendment to Software License and Support Services Agreement that renewed the Agreement for a period from September 1, 2018 through August 31, 2019 and established fees for that period (Second Amendment).

4. On or about January 31, 2019, the parties entered a Third Amendment to Software License and Support Services Agreement by adding additional services (Third Amendment).

5. On or about September 17, 2020, the parties entered a Fourth Amendment to Software License and Support Services Agreement that renewed the Agreement for a period from September 1, 2020 through August 31, 2021, established fees payable for that period, and added additional terms (Fourth Amendment).

6. On or about August 17, 2021, the parties entered a Fifth Amendment to Software License and Support Services Agreement that renewed the Agreement for a period from September 1, 2021 through August 31, 2022, established fees payable for that period, and added additional terms (Fifth Amendment).

7. On or about October 19, 2022, the parties entered a Sixth Amendment and amended the Agreement renewing the Agreement for a period from September 1, 2022 through August 31, 2023, establishing fees for that period, adding a new Section 8.15 for Licensor certifications regarding not boycotting Israel, Firearms, and Energy Companies, and updating the parties' addresses for notice in Section 8.08 of the Agreement (Sixth Amendment).

8. On or about August 15, 2023, the parties entered a Seventh Amendment and amended the Agreement renewing the Agreement for a period from September 1, 2023 through August 31, 2024, and establishing fees for that period and software to be provided by Licensor. (Seventh Amendment)

9. On or about June 21, 2024, the parties entered into an Eight Amendment and amended the Agreement renewing the Agreement for a period from September 1, 2024 through June 30, 2025, and establishing fees for that period and software to be provided by Licensor to the Licensee for the current term and the subsequent term, and to add contingency language (Eight Amendment).

10. On or about December 6, 2024, the parties entered into a Ninth Amendment and amended the Agreement to add additional training services to be provided by the Licensor to be conducted at the Licensee's discretion between the period of November 20, 2024 and June 30, 2025, and to increase the total compensation allowed under the agreement for the term from September 1, 2024 through June 30, 2025 to account for the additional training services to be provided by Licensor to the Licensee (Ninth Amendment).

11. The parties now wish to amend the Agreement for a tenth time to renew the Agreement for a period from July 1, 2025 through June 30, 2026 ("Renewal Period"), and establish the software to be provided by Licensor to the Licensee at the fees as previously stated and established in the Eighth Amendment.

12. The parties also wish to amend the Agreement to add language related to website accessibility compliance.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to amend and renew the Agreement as follows:

1. The Agreement will now renew for a period from July 1, 2025 through June 30, 2026.

2. The software to be provided by Licensor to Licensee for the Renewal Period shall be as set forth on Exhibit "A" attached hereto and incorporated herein, and the fees payable shall be as set forth on Exhibit "B" attached hereto and incorporated herein.

3. The following language is added and incorporated into the Agreement:

"**Website Accessibility Compliance**: Licensor warrants, to the extent required by applicable law, that it will timely comply and provide access to Licensee's electronic information for individuals with disabilities in accordance with all applicable laws, including but not limited to the Americans with Disabilities Act ("ADA"). Licensor acknowledges and understands that Licensee is currently subject to a Resolution Agreement with the Office of Civil Rights of the U.S. Department of Education, dated June 4, 2024, in which any web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the Licensee to its students, staff, and/or community members must meet or exceed the Web Content Accessibility Guidelines (WCAG) version 2.2, level AA criteria. Licensor has provided Licensee with VPATs for the software purchased by Licensee and Licensor is actively engaged in remedying the remaining issues identified in the VPATs. Licensor has a help desk to provide assistance and potential work arounds for such unremedied issues. Licensor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Licensor further agrees to indemnify and hold harmless Licensee from any claims arising out of any fines imposed by the U.S. Department of Education for the failure of Licensee's SIS and ERP software to comply with the Resolution Agreement. Licensee's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Agreement."

Ratification and Defined Terms. Except as modified by this Tenth Amendment and Renewal, the Agreement and any amendment thereto shall continue in full force and effect. The parties each hereby ratify, affirm, and agree the Agreement, any amendment thereto, and this Tenth Amendment and Renewal represent the valid, binding, and enforceable obligations of the Licensee and Licensor respectively. In the event of any conflict or inconsistency between the provisions of the Agreement, any amendment thereto, and this Tenth Amendment and Renewal, the provisions of this Tenth Amendment and Renewal shall control and govern. Except as otherwise defined in this Tenth Amendment and Renewal each of the terms used herein shall have the same meaning assigned to such terms of the Agreement.

[signatures on the following page]

In witness whereof, the parties have caused this Tenth Amendment and Renewal to be executed by their duly authorized representatives on _____, 2025.

FRONTLINE TECHNOLOGIES GROUP, LLC

By: _____ 9/24/2025
William O'Shea, Chief Financial Officer

EL PASO INDEPENDENT SCHOOL DISTRICT

By: _____
Martha Aguirre, Interim Superintendent

Approved as to form:

By: _____
Joanne C. Collins, General Counsel
Signed: Tuesday, September 23, 2025

Exhibit "A"

Frontline Enterprise Resource Planning (ERP), which provides unlimited usage to internal District employees for recruiting, position management, finance, and payroll management, procurement, warehouse services, and reporting.

Frontline Student Information Systems (SIS), which provides unlimited usage of Teams Solutions Software Student Information Systems and third-party applications to internal District employees. This includes scheduling, attendance, grades, discipline, and student and parent portals.

Frontline hosting services on AWS include hosting in the primary zone, backup log shipping to the secondary zone for business continuity, and disaster recovery services. Data security liability will transition to Frontline with the move to AWS.

Exhibit "B"

Item Description	Start Date	End Date	Total Price
Frontline Student Information Systems (SIS), unlimited usage for internal employees	7/01/2025	6/30/2026	$557,574.34
Frontline Enterprise Resource Planning (ERP), unlimited usage for internal employees	7/01/2025	6/30/2026	$482,521.94
		Total	**$1,040,096.28**

Total compensation not to exceed $1,040,096.28 for the period of July 1, 2025 through June 30, 2026, payable within 30 days after receipt of invoice.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE EFFECTIVENESS OF THIS TENTH AMENDMENT AND RENEWAL IS CONDITIONED UPON THE COMPENSATION FOR THE TERM BEING PROPERLY AND FULLY BUDGETED BY THE DISTRICT BOARD OF TRUSTEES IN THE 2025-2026 FISCAL YEAR BUDGET WITH APPROVAL BY THE DISTRICT BOARD OF TRUSTEES AS APPLICABLE. FAILURE OF THIS CONDITION PRECEDENT TO BE MET, THIS TENTH AMENDMENT AND RENEWAL IS VOID.

THIS TENTH AMENDMENT AND RENEWAL IS ALSO CONTINGENT UPON ITS UNDERLYING PROCUREMENT (EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE RFP#24-7490) BEING VALID FOR THE ENTIRE TERM AND HAVING THE BENEFIT OF BETTER PRICING AS AVAILABLE DURING THE TERM.

EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE
RFP AWARD SUMMARY

RFP TITLE:	Student and Finance Systems – ESC Region 19 Allied States Cooperative
RFP NUMBER:	24-7490
RFP OPENING DATE:	April 23, 2024
CONTRACT TERM:	August 1, 2024 – July 31, 2028, with 3 annual extension options.
FUNDING SOURCE:	Various
RFP's ISSUED:	1,068
RESPONSES:	4
ADVERTISEMENT DATES:	El Paso Times – March 25, 2024 & April 1, 2024
RECOMMENDED FOR AWARD:	**Focus School Software, LLC** **Frontline Education (Frontline Technologies Group LLC)** **Skyward, Inc.**
TOTAL (estimated)	**$16,000,000.00/year**

EXPLANATIONS:

Award of this solicitation will enable ESC Region 19 - Allied States Cooperative (ASC) to establish a contract with vendor(s) for Student and Finance Systems for those procurements made with federal, state or local funds. Evaluation and award recommendation were based on pricing (50 points), references (20 points), and other (30 points). The awarded vendors' pricing and information can be found on the Award Detail spreadsheet. East Point Consulting PC submitted a proposal however was not considered; vendor does not meet the scope of work.

SPECIFICATIONS, PREPARATION AND EVALUATION PROVIDED BY:

Rebecca Hernandez – ESC Region 19

Andrea Amiri – ESC Region 19

Patty Delgado - ESC Region 19

Special Conditions

1. Vendor must complete the "Modules List" to provide a list of current available modules as well as modules under development. Modules under development must be noted as not currently available and have an expected launch date listed.
2. Vendor is encouraged to offer at a minimum the following modules: Student Management, Educator Gradebook, Graduation Requirement, Food Service, Fee Tracking, PEIMS, Family Access & Interface, Student Professional Development, New Student Enrollment, Response to Intervention, Crystal Business Intelligence Maintenance & Reporting, Secure Cloud Services, Ports & Connectivity, ERP and Total District Reporting.
3. Awarded vendors must provide onsite service and installation when the Region 19 Purchasing Cooperative members states services are required in house.

Approved By: _____ **Date:** _____
Dr. Armando Aguirre **May 8, 2024**

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025

  E.
  PURCHASES REQUIRING BOARD APPROVAL

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Renewal of Contracted Services Agreement for Thrillshare Media and Thrillshare Rooms Subscriptions from Apptegy, Inc., Utilizing The Interlocal Purchasing System (TIPS) Contract #230105, Technology Solutions, Products, and Services (Budgeted General Operating Funds - $321,562.50)

JUSTIFICATION STATEMENT:
To enhance the District's quality of customer service provided to all stakeholders

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Liza Rodriguez, Haydee Pena

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:
The Interlocal Purchasing Agreement is one (1) of seven (7) approved purchasing methods identified by the Texas Education Code, 44.031. Board Policy CH (Local) states, “The Board delegates to the Superintendent the authority to make single, budgeted purchases of goods and services that cost up to $100,000."

This contract is for the District’s content management system, which comprises the website redesign & full content migration, mass notification system launch, and school communication platform launch. Apptegy, Inc. helps public schools enhance community interactions with its brand online. Through the Thrillshare application, Apptegy, Inc., provides an easy-to-manage interface that will provide El Paso ISD with everything it needs for school marketing and school communication.

On December 19, 2023, the District entered into a Master Services Agreement with Apptegy, Inc., to provide mobile app and website development services. This agreement also included professional development services that included training and support in the use of the Thrillshare application. This was completed between December 19, 2023, and June 30, 2024. An addendum to this same agreement provided for the fees to use the Thrillshare Media and Thrillshare Rooms subscriptions for the term beginning July 1, 2024, through June 30, 2025. The District now wishes to renew these subscriptions for the term beginning July 1, 2025, through June 30, 2026.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the renewal of the Contract Services Agreement for Thrillshare Media and Thrillshare Rooms Subscriptions from Apptegy, Inc., utilizing The Interlocal Purchasing System (TIPS) Contract #230105, Technology Solutions, Products, and Services, in the estimated amount of $321,562.50, as presented.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.41.XXXX.732.99.100.732

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:
$321,562.50

CONSEQUENCES OF NON-APPROVAL:
The District risks not having a website for the school year.

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Apptegy - signed.pdf
CIP Form 1295.pdf
Coopertive Contract Information.pdf

Apptegy, Inc.
2201 Brookwood Dr., STE 115
Little Rock, Arkansas 72202

Renewal of El Paso Independent School District
Contracted Services Agreement

This Renewal Agreement ("Renewal") applies to the El Paso Independent School District Contracted Services Agreement, which includes the Apptegy Order Form, Master Services Agreement, and Addendum to Master Services Agreement of Apptegy, Inc., dated December 11, 2023, (collectively, the "Agreement") between El Paso Independent School District ("Client") and Apptegy, Inc. ("Apptegy"), each a "Party" and together, the "Parties." This Renewal is effective upon the execution of this document by both Parties.

The Agreement was originally scheduled to expire on June 30, 2025. However, the Parties will renew the Agreement for a subsequent term of one (1) year from July 1, 2025 through June 30, 2026. The term of the Agreement is hereinafter scheduled to expire on June 30, 2026.

The price for the contracted services in the Agreement during the 2025-2026 term will be $306,250.00, subject to the standard annual increase of five (5) percent, totaling $321,562.50, with payment due upon receipt of invoice. A copy of the services to be provided under this Renewal has been attached hereto as Exhibit A, for reference.

BY SIGNING BELOW, THE CLIENT AGREES THAT THE TERMS AND CONDITIONS OF THE AGREEMENT WILL BE IN FULL FORCE AND EFFECT, UNLESS AND ONLY AS EXPRESSLY SET OUT IN THIS RENEWAL. Notwithstanding the foregoing, the terms and conditions of the Agreement will control and govern with respect to all matters not expressly addressed in this Renewal.

BY SIGNING BELOW, the Parties hereby accept and agree to be bound by the terms of this Renewal and the Agreement. By signing below, the individual signing this Renewal warrants that she or he has the authority to act on behalf of and bind the Party.

Client name: El Paso Independent School District

Signature: _____

Name of signer: Martha Aguirre

Title: Interim Superintendent

Approved as to Form

Signature: Signed: Thursday, September 25, 2025

Name of signer: Jeanne C. Collins

Title: General Counsel, El Paso Independent School District

Apptegy

Signature: _____

Name of signer: Tim Strudwick

Title: CFO

EXHIBIT A

Apptegy, Inc
2201 Brookwood Dr. STE 115
Little Rock AR 72202
United States

Description	Line Total
Thrillshare Media Subscription (July 1, 2025 – June 30, 2026)	$173,932.50
Thrillshare Rooms Subscription (July 1, 2025 – June 30, 2026)	$147,630.00

Subtotal	$321,562.50
Tax (0%)	$0.00
Total	$321,562.50

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1365982

Date Filed:
09/19/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Apptegy, Inc.
Little Rock, AR United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

El Paso ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TIPS 230105
Software-as-a-Service

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Steinberg, Jon	Little Rock, AR United States	X	
Weizman, Danielle	Little Rock, AR United States	X	
George, Jesson	Little Rock, AR United States	X	
Butler, Robert	Little Rock, AR United States	X	
Coulson, Fred	Little Rock, AR United States	X	
Gruner, Harry	Little Rock, AR United States	X	
Contrella, Larry	Little Rock, AR United States	X	
Mandl, Ryan	Little Rock, AR United States	X	
Kellum, Wain	Little Rock, AR United States	X	
Strudwick, Tim	Little Rock, AR United States	X	
Lang, Charlie	Little Rock, AR United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1365982

Date Filed:
09/19/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Apptegy, Inc.
Little Rock, AR United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

El Paso ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TIPS 230105
Software-as-a-Service

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Robert Butler, and my date of birth is 1/20/1982.

My address is 2201 Brookwood Dr., STE 115, Little Rock (city), AR (state), 72202 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Pulaski County, State of Arkansas, on the 19th day of September (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and:

Apptegy, Inc.

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Vendor Agreement" or "Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of

correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, renewal, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same.

   For avoidance of doubt, any TIPS Member's right to use Vendor's services shall be subject to TIPS Member's execution or acceptance of Vendor's applicable terms and conditions, as may be modified or negotiated by the individual TIPS Member, at such time (as designated herein, a "Supplemental Agreement"), including Vendor' s Master Services Agreement as may be modified or negotiated with individual TIPS Members (the "MSA," attached hereto as "Exhibit A" and found, as amended, at https://www.apptegy.com/masterservicesagreement/). The MSA or other Supplemental Agreements shall be the sole and exclusive agreement between Vendor and any TIPS Members who may purchase Vendor's services through this cooperative purchasing agreement. Subject to applicable provisions of Sections 45-50 contained herein: (i) this TIPS Vendor Agreement shall not modify the terms of any Supplemental Agreements; and (ii) in the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, as between Vendor and any applicable TIPS Member, the provisions set forth in the Supplemental Agreement shall control.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a

payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES,**

INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS IN CONNECTION WITH ITS PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES). NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA TO TIPS (INCLUDING BUT NOT LIMITED TO VENDOR'S ENTIRE PROPOSAL RESPONSE TO THE TIPS SOLICITATION, WHICH MAY INCLUDE IN VARIOUS FORMS: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA"). FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS THAT RESULTS FROM THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF VENDOR, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR OTHER VENDOR. NOTWITHSTANDING THE FOREGOING, VENDOR'S INDEMNITY OBLIGATIONS UNDER THIS SECTION 14 SHALL NOT APPLY WHEN AN ALLEGATION OR CLAIM OF INFRINGEMENT ARISES OUT OF OR RELATES TO: UNINTENDED OR WRONGFUL USE OF VENDOR DATA, MODIFICATION OF VENDOR DATA BY ANY THIRD PARTY OTHER THAN VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** For clarity, Section 14-16 above shall not apply to or create indemnification obligations between Vendor and any TIPS Members. Vendor shall be responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market and, accordingly, as further provided for in any applicable Supplemental Agreement(s). The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data submitted to TIPS by Vendor in connection with the TIPS Solicitation is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members

as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If either Party terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the terms of the applicable Supplemental Agreements. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. For clarity, notwithstanding the foregoing, any audits requested or required by TIPS or TIPS Members shall be at the sole expense of TIPS or the applicable TIPS Member(s).

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS shall not be used as a defense by the contractor's insurance policy. "Claims made" policies will not be accepted. Unless replaced by a policy that provides the minimum required coverage, Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS. Upon request, certified copies of all insurance policies shall be furnished to the TIPS. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** Except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities, no assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

39. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order as provided for in any applicable Supplemental Agreements.

40. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

41. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

42. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation

work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

43. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

44. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, and designees from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

45. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

46. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause with which the TIPS Member must comply if at the time of applicable renewal the TIPS Member does not wish for renewal to occur. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor receives written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. Such confirmation may be by purchase order, payment of applicable renewal invoice, or otherwise. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any "Automatic Renewal" clause in a TIPS Sale Supplemental Agreement that conflicts with these terms is rendered void and unenforceable to the extent such clause conflicts with this Section 46.

47. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any “Choice of Law” clause in a TIPS Sale Supplemental Agreement that conflicts with these terms is rendered void and unenforceable to the extent such clause conflicts with this Section 47.

48. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any “Venue” clause in a TIPS Sale Supplemental Agreement that conflicts with these terms is rendered void and unenforceable to the extent such clause conflicts with this Section 48.

49. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]” unless the TIPS Member expressly agrees otherwise. Any “Indemnity” clause in a TIPS Sale Supplemental Agreement that conflicts with these terms is rendered void and unenforceable to the extent such clause conflicts with this Section 49.

50. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any “Arbitration” clause in a TIPS Sale Supplemental Agreement that conflicts with these terms is rendered void and unenforceable to the extent such clause conflicts with this Section 50.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

Exhibit A

Apptegy, Inc.
Master Services Agreement

apptegy

Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "**Apptegy**") between Apptegy and the Client that is set out in the Order Form. References to the "**Agreement**" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "**Estimated Transition Timeline**" and the "**Payment Schedule**" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

1. Integration with Other Documents. This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly set out in the Client Addendum, and this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or additions to the terms and conditions of this Agreement must be set out in a separate written addendum to this Agreement confirming such amendments, modifications, and/or additions in writing (a "**Client Addendum**").

2. Services; License. During the License Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("**User(s)**") may access and use, the products and services set out in the Order Form (collectively, "**Services**"). Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "**Client Content**") for providing and improving the Services. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

3. Fees. Client will pay to Apptegy all fees set out in the Order Form. Upon execution of this Agreement, Apptegy will submit an initial invoice to Client for the first year of Services and for all other fees due upon execution. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s) (as defined below). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due in full upon execution of this Agreement, (ii) fees for use of the Services are payable in annual portions for

each year of the License Term as set out in the Order Form, (iii) fees for use of the Services are subject to Three Percent (3%) annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Order Form, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations.

4. License Term. The term of Client's license to use the Services (the "**License Term**") will start on the date(s) set out on the Order Form (the "**Client Start Date(s)**"). Clients that purchase multiple Apptegy products may have different license start dates for different products. If no license start date is set out on the Order Form, the Thrillshare Media Client Start Date will be the date that is 60 days after Apptegy receives an executed agreement from Client and the Thrillshare Rooms Client Start Date will be the date that is 90 days after Apptegy receives an executed agreement from Client. The License Term will terminate on the anniversary of the applicable Client Start Date(s) that is after the number of license years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client provides Apptegy with written notice of non-renewal before the end of the then-current License Term. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current License Term without cause, unless Client pays Apptegy all fees in full for all license years of the then-current License Term, as set out in the Order Form, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

5. Performance Terms. In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to the providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: https://www.apptegy.com/terms-and-conditions/ and https://www.apptegy.com/privacy-policy/. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, and other related terms. The applicability of the Terms of Use and Privacy Policy is limited to the order of priority set out below.

6. Carrier Restrictions. Apptegy provides unlimited text, voice, and email messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, "**Carriers**"). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.

7. TCPA/CTIA Compliance. Client is exclusively responsible for complying with applicable laws and regulations governing communications sent via the Services by Client and Users under Client's account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended ("**TCPA**"), and the requirements and policies of CTIA – The Wireless Association ("**CTIA**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client's account, including the TCPA and/or the CTIA.

8. COPPA Notice and Compliance. Apptegy prohibits use of the Services by children under the age of thirteen (13), unless and only to the extent the child is a User invited or added to the Services by Client. When children are invited or added to the Services as Users under Client's account, Apptegy provides the Services with respect to the children solely in the educational context authorized by Client under this Agreement and solely for the benefit of Client and its Users. Client consents, as agent for and on behalf of such children (and their parents and guardians), to Apptegy's collection, use, disclosure, and storage of personal information about or from the children in accordance with this Agreement. Client acknowledges that Apptegy is relying on Client's consent in the previous sentence for the purposes of complying with the Children's Online Privacy Protection Act, as it may be amended ("**COPPA**"), and that Apptegy is authorized to presume that Client has obtained and will maintain all required parent and guardian consent for Apptegy's collection, use, disclosure, and storage of information for any children under the age of thirteen (13) that are invited or added to the Services under Client's account.

Please note that Client is responsible for complying with COPPA with respect to Users under Client's account if Client invites or adds children under the age of thirteen (13) to the Services. Client is encouraged to establish and implement methods and procedures to ensure compliance with COPPA, and to inform and train each of its employees, contractors, representatives, and Users who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about complying with COPPA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with COPPA.

The Terms of Use and Privacy Policy, accessible as set out above, confirm that Apptegy may collect information about children as a necessary part of providing the Services to Client (for example, as applicable: contact information for communications sent via the Services; posts made on messaging tools in the Services; information included in assignments and other class content submitted via the Services) and provide notice regarding Apptegy's collection, use, disclosure, and storage of personal information from children. Please note that some or all of this information may not be private as to the individual child, parent, or guardian. For example, for Users of Rooms, information shared by a User via the messaging features of Rooms will be visible to Client, as the party providing access to the Services to its Users. In some circumstances, information provided by or about a child may be available or visible to other individual Users. For example, for Users of Rooms, information about a child that is posted in the group messaging tool in a Child's Room may be visible to other individual Users that are also authorized users for the same Room. Apptegy will collect, use, and disclose such information in accordance with COPPA and the Privacy Policy.

9. Accessibility Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including, but not limited to, the Americans with Disabilities Act, as it may be amended ("**ADA**"), and the requirements and policies of Web Content Accessibility Guidelines ("**WCAG**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the ADA and the WCAG, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. The Services include tools to assist Client with accessibility compliance, and Apptegy may provide Client with materials and information about such laws and regulations, including the ADA and the WCAG; Client acknowledges that all such tools, materials, and information are provided to assist Client with its compliance obligations and for general education purposes only. No such functionality, act by, or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing accessibility of the parts of the

Services under the control of Client (for example: Client's website and/or mobile applications), including the ADA and/or the WCAG.

10. Third Party Functions. Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on Facebook or Twitter account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information

11. Disclaimers; Limited Liability. Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.

12. Intellectual Property. Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

13. Compliance with Laws. The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

14. Miscellaneous. The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; then (3) the Terms of Use and Privacy Policy. Apptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this

Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties.

Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.



TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: Apptegy, Inc.

Vendor Address: 2201 Brookwood Dr., STE 115

City: Little Rock State: Arkansas Zip Code: 72202

Vendor Authorized Signatory Name: Casey Mikula

Vendor Authorized Signatory Title: Chief Operating Officer

Vendor Authorized Signatory Phone: 479-221-2417

Vendor Authorized Signatory Email: casey.mikula@apptegy.com

Vendor Authorized Signature:  Date: 5/09/2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

Vendor Authorized Signature: David Wayne Fitts Date: 5/5/2023



230105

Apptegy, Inc.

Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS

"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Apptegy, Inc. Information

Address: 2201 Brookwood Dr.
STE 115
Little Rock, AR 72202
Phone: (501) 612-4442

By submitting your response, you certify that you are authorized to represent and bind your company.

Casey Mikula
Signature

casey@apptegy.com
Email

Submitted at 2/17/2023 12:02:44 PM (CT)

Requested Attachments

Pricing Form 1 — 230105 Pricing Form 1_Apptegy.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 — 230105 Pricing Form 2_Apptegy.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents — *No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement — 230105 Vendor Agreement_Apptegy.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form — 230105 Vendor Agreement Signature Form_Apptegy.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form — 230105 Reference Form_Apptegy.xlsx

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form — 230105 Required Confidentiality Claim Form_Apptegy.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ — *No response*

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

Apptegy W9 2023.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO
2	**Historically Underutilized Business (HUB)** Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. No

3 **National Coverage**

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

4 **States Served**

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 **Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Apptegy provides custom websites, mobile apps, a mass notification system, and a two-way classroom communication system to school districts across the nation — all powered by our publishing platform, Thrillshare. Thrillshare was designed to centralize all communication channels for a school district, making it as easy as possible for schools to manage and build their online presence.

6 **Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Matthias Wehnert

7 **Primary Contact Title**

Primary Contact Title

Director of Business Development

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

matthias.wehnert@apptegy.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

5016124442

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 Primary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 Secondary Contact Name

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Benjamin Berley

13 Secondary Contact Title

Secondary Contact Title

Director of Sales

14 Secondary Contact Email

Please enter a valid email address that will definitely reach the Secondary Contact.

benjamin@apptegy.com

15 Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8708330702

16 Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 Secondary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 Administration Fee Contact Name

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Bob Berardi

19 Administration Fee Contact Email

Please enter a valid email address that will definitely reach the Administration Fee Contact.

billing@apptegy.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5016130370

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Matthias Wehnert

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

matthias.wehnert@apptegy.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

5016124442

24 **Company Website**

Company Website (Format - www.company.com)

www.apptegy.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

2201 Brookwood Dr Ste 115

27 **Primary Address City**

Primary Address City

Little Rock

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

AR

29 **Primary Address Zip**

Primary Address Zip

72202

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

website, communication, branding, mobile apps, Apptegy, Thrillshare, content management system, publishing platform, two-way communication, two-way texting, K12, public education, marketing, alerts, software, custom website, custom mobile apps, notifications, notification system, alert system, robobcalls

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Little Rock

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Arkansas

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

8

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

3%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

No

41 **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

42 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

43 **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44 Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;

2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and

4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45 Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

46 Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

49 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

51 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

52 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

53 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

54 Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes

55 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes

56 **Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes

57	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

None

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

77

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes

79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

80

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

86 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

87 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

88 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

91 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. No

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? *No response*
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	Apptegy, Inc.

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Melissa ISD, Texas	Maddie Coe, Director of Communications	maddiecoe@melissaisd.org	(972) 837-2411
Prescott School District, Washington	Debi Evans, Website Coordinator	devans@prescottsd.org	(509) 849-2217
Hampton School District SAU 90, New Hampshire	David Hansberry, Network Administrator	dhansberry@sau90.org	(603) 926-2000

TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: Apptegy, Inc.

Vendor Authorized Signatory Name: Casey Mikula

Vendor Authorized Signatory Title: Chief Sales Officer

Vendor Authorized Signatory Email: casey@apptegy.com

Vendor Address: 2201 Brookwood Dr Ste 115

City: Little Rock State: AR Zip Code: 72202

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Casey Mikula

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025

  E.
  PURCHASES REQUIRING BOARD APPROVAL

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of Expenditures for Professional Development Services for Elementary Principals and Executive Principals from Teaching and Learning Alliance, Inc., Utilizing RFP #23-088, Professional Development and Other Contracted Services (Budgeted Federal Funds - Not to Exceed $172,100.00)

JUSTIFICATION STATEMENT:

To provide professional development services for principals and executive principals

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Michelle Casillas, Dr. Marta Carmona, Haydee Pena

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:

The Request for Proposals (RFP) is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031. The Board originally awarded Professional Development and Other Contracted Services, RFP #23-088, on May 16, 2023, and approved the renewal of the award on April 16, 2024. Teaching and Learning Alliance (TLA) is one of the vendors awarded on this bid. The vendor provides professional development services to the District. Administration requests approval of the expenditures for the 2025-2026 School Year.

The Teaching and Learning Alliance will provide professional development to five principals and school leadership administrators, focusing on The Coaching Framework, which consists of 4.5 full days of in-person workshops led by two TLA Leadership Coaches. This purchase will offer face-to-face and remote coaching sessions for five Executive Principals and two Assistant Superintendents to enhance their instructional leadership and mentoring skills. Additionally, this purchase will provide coaching support to ten District-identified principals, focusing on leadership improvement through evaluation, feedback, and coaching strategies. All training sessions will be scheduled at the District's discretion and completed by June 30, 2026.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the expenditures to purchase Professional Development Services for Elementary Principals and Executive Principals from Teaching and Learning Alliance, Inc., utilizing RFP #23-088, Professional Development and Other Contracted Services in an amount not to exceed $172,100.00, as presented.

FUNDING SOURCE: Budgeted Federal Funds **ACCOUNT NO.:** 255.21.6299.808.24.10.808

FISCAL IMPACT AND COST:

Not to Exceed $172,100.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
District staff will not have access to professional development opportunities designed to ensure the provision of exceptional instruction and support to the District's students.

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Signed Contract
CIP Form 1295.pdf
Procurement Extension Letter.pdf

VENDOR CONTRACT
(Services Only)

THIS VENDOR CONTRACT FOR SERVICES (this "Contract") is between TEACHING AND LEARNING ALLIANCE, INC. (the "Vendor") and the EL PASO INDEPENDENT SCHOOL DISTRICT ("District"). The Effective Date of this Contract is October 22, 2025 regardless of when executed. For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Term, Scope, Delivery and Standard of Care.**

1.1 Term. The term of this Contract shall be for a period from October 22, 2025 through June 30, 2026 [with 0 year(s) annual renewal(s)], unless earlier terminated in accordance with this Contract. Annual renewals, if any, shall be at the sole discretion of the District.

1.2 Non-Appropriation. In the event the Contract is awarded for a term greater than one year or extending beyond the District's current budget period, it will be subject to approval at the commencement of each of the District's budget years. Vendor agrees that the District has the continuing right to terminate this Contract without notice at the end of a District budget period in which funds for this Contract are not appropriated. In such event the Contract may be terminated as soon as practicable after the event of non-appropriation or upon 30-days' prior written notice whichever provides the longest notice.

1.3 Delivery. Vendor agrees to provide services listed and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes (collectively, the "Services"). Nothing contained in this Contract shall require District to pay for any unsatisfactory Services, as determined by District's representative, or for Services which do not comply with the terms of this Contract.

1.4 Standard of Care. Vendor represents, covenants, and warrants that it will devote its good faith, best efforts in provision of the Services and will provide the Services with reasonable care and skill and in a good and workmanlike manner. Services will be provided in a manner consistent with industry standards and will conform to the required specifications set out herein, and shall be delivered in compliance with all applicable laws, rules, and regulations, with District policies and procedures, and consistent with industry standards.

2. **Cancellation/Termination.**

2.1 Termination. This Contract may be terminated as follows: (a) by either party in the event of material breach of this Contract by the other party which continues more than thirty (30) days after written notice of default from the non-breaching party to the breaching party; or (b) by the District at its option: (i) if Vendor fails, as determined by the District's representative, to satisfactorily perform the duties set out in this Contract, comply with any covenant herein required or breach any warranty provided herein; becomes insolvent, files or has filed against it a petition in bankruptcy, proposes or accomplishes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; (ii) if a receiver, trustee, custodian, or similar agent is appointed or takes possession of any property or business of Vendor; (iii) if, at the expiration of each District budget period occurring during the term of this Contract, funds for this Contract are not appropriated as provided in Section 1.2 above; or (iv) with or without cause upon thirty days prior written notice from the District to Vendor. In the event of early termination of the Contract for any reason, the total compensation which may be claimed by Vendor under this Contract shall be limited [subject to other limitations in this Contract or applicable law] to the payment for the Services timely provided by the date of termination.

2.2 Effect. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Contract, Vendor shall submit to District its claims, in detail, for the monies owed by District for Services satisfactorily performed under this Contract through the effective date of termination. **Failure by Vendor to submit its claims within forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Vendor of any and all right or claims to collect monies that Vendor may rightfully be otherwise entitled to for Services satisfactorily performed under this Contract.** Regardless of how this Contract is terminated, Vendor shall effect an orderly transfer

to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Contract, Vendor shall cease all operations of Services being performed by Vendor, or any of its subcontractors, pursuant to this Contract. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Vendor, in connection with the Services rendered by Vendor under this Contract, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Vendor's sole cost and expense. Payment of compensation due or to become due to Vendor is conditioned upon delivery of all such documents.

3. **Right to Assurance.** Whenever the District in good faith has reason to question the Vendor's intent to perform, the District may demand that the Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five business (5) days, the District may treat this failure as an anticipatory repudiation of the Contract.

4. **Remedies.** In the event of default of this Contract by Vendor, the District shall have all of, and may exercise one or more of, the following rights and remedies: (a) the right to recover damages; (b) the right to seek injunctive relief; (c) the right to seek declaratory relief; (d) the right to off-set and/or retain from payments otherwise due to Vendor damages, fees, and costs sustained or incurred by the District in connection with such breach; (e) the right to terminate this Contract as provided herein; and (f) any of its rights and remedies in law or equity. In no event shall District's action of terminating this Contract, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Vendor for any default hereunder or other action.

5. **Force Majeure.** If by reason of Force Majeure (i.e. acts of God, strikes, lockouts, or other industrial disturbances, etc.), either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

6. **Warranties.**

6.1 Express Warranties. Vendor expressly represents, warrants and covenants, that:

(i) Vendor will devote its good faith, best efforts in performing the Services.

(ii) Vendor has and will maintain sufficient financial condition, working capital, experience, expertise, personnel, licenses, certifications, and authority to provide the Services, that it will provide copies of its licenses and certifications to the District upon request, and will comply with the vendor ethics policies of the District.

(iii) The Services to be provided will adequately address the Scope of Services set forth in this Contract and its exhibits, as well as the District's Request for Qualifications, Request for Proposal, Request for Competitive Sealed Proposal, or other solicitation by the District for the Services contracted for herein ("Solicitation Document").

(iv) The Services shall be delivered in compliance with all applicable laws, rules, and regulations, with District policies and procedures, and consistent with industry standards.

6.2 Implied Warranties. No implied warranties for Services provided in connection with this Contract are waived modified or excluded by any provision of this Contract, or any terms and conditions included in any document prepared by the Vendor, and any provision so intended, or interpreted shall be treated as void *ab initio*.

6.3 No Warranties by District. No review, consent, or approval by the District of any documents prepared by Vendor shall constitute a representation or warranty by the District of the legality, suitability, or quality of the same or content thereof.

6.4 Reservation of Rights. The District reserves the right to use its own staff or any other third-party to provide the same or similar services to the Services described herein.

7. **Tax Exemption.** The District is exempt from Federal Excise, State or City Sales Tax under State Law and such obligations are included in the price under this Contract. The District will furnish a tax exemption certificate, if required.

8. **Invoicing and Payment.** Compensation for Vendor is set forth on Exhibit "B," attached hereto and incorporated herein. Except as otherwise provided in Exhibit "B," Vendor shall invoice the District on or before the thirtieth (30^{th}) day of each month, for the Services performed during the preceding month at rates set forth on Exhibit "B." If permitted as a separate charge in Exhibit "B," Reimbursable Expenses will be itemized separately, and documented by receipts for invoicing purposes. Invoices for Services shall not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State Law. The District shall furnish a tax exemption certificate, if required. The aggregate compensation from the District to Vendor for the Services shall not exceed the maximum figure stated in Exhibit "B." Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of the District. The District shall make payment to the Vendor for amounts determined to be properly due, not later than thirty (30) days after its receipt of the Vendor's invoice or as required by the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code) or its successor. The maximum interest rate on any past due payments by the District to Vendor shall be limited to the rate provided by Section 2251.025 of the Texas Government Code or its successor. The District shall not be required to make any payments to Vendor at any time Vendor is in default under this Contract.

9. **Confidential/Proprietary Information.**

9.1 Confidential/Proprietary Information. Vendor understands that, during the term of this Contract, Vendor will have access to certain information belonging to the District and designated as confidential by the District or not generally known by non-District personnel (collectively, the "Confidential Information"). During the term of this Contract and at all times thereafter, Vendor shall not, without the prior written consent of the District, do any of the following, directly or indirectly: (a) use any of the Confidential Information for Vendor's own purposes or for the purposes of any person or entity other than the District; and/or (b) disclose any of the Confidential Information to any third party, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Vendor further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity, during the term of this Contract and at all times thereafter, without the prior written consent of the District. All data, disks, lists, financial records, other records, documents, property, information, specifications, and materials of the District relating to the Services, which are provided to Vendor during the term of this Contract, as well as all copies thereof (collectively, the "Materials"), shall be and remain the sole and exclusive property of the District. None of the Materials shall be retained by Vendor, or shall be transmitted to anyone at any time, either now or in the future, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Upon termination of this Contract, or upon request by the District, Vendor shall promptly return the Materials to the District. The Materials are included within the definition of Confidential Information. Vendor further agrees that, if it receives information or records concerning any student, it shall not disclose the same, except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA.

9.2 Intellectual Property Rights. If Vendor, as part of the Scope of Services of this engagement, will be working with the District [all references to Vendor and District in this paragraph shall include their respective agents, employees and representatives] to create and/or develop materials or other work products, including visual, audio, written and graphic material, and all of Vendor's contributions to the creation or development of the resulting work product (collectively, the "Resulting Work Product"), for which the Vendor will receive any consideration provided in this Contract, the Resulting Work Product, and any state

or federal trademark rights, copyrights, patents or other intellectual property rights associated with the Resulting Work Product (collectively, the "Intellectual Property Rights"), will at all times remain the exclusive property of the District. Vendor agrees to assist the District in any way necessary, including executing any assignments or other documents, required to document the District's ownership rights in the Resulting Work Product and the associated Intellectual Property Rights, as applicable; including taking any action necessary for the District to secure state or federal registration of its Intellectual Property Rights in the name of the District. No separate or additional consideration, other than the consideration paid under this Contract, will be provided by the District for any provision of any assignments or conveyance of the Resulting Work Product, or of Intellectual Property Rights associated with the Resulting Work Product. The Vendor shall assure that its authorized subcontractors or agents, not under its control as employees, are aware of this provision and are contractually bound thereby.

10. **Vendor Records and Retention.** The District or its authorized representative shall be afforded unrestricted access to and be permitted to inspect and copy all of the Vendor's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Vendor shall preserve all such records for a period of five (5) years after the District makes final payment and all other pending matters are closed, or for such longer period as may be required by law, after final payment under this Contract, including any extension thereof. To the extent that the requirements of 2 CFR § 200.333 apply to the Contract, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award, must be retained for the Vendor for only the period required by 2 CFR § 200.333 and the five (5) year requirement of this provision shall apply to all other documents. If no federal funds are expended by the District for the Contract, the five (5) year retention requirement provided herein will apply.

For a Contract involving at least $1 million in Services, the following provision shall apply: Vendor shall preserve for the duration of this Contract all "contracting information" within the meaning of Texas Government Code Section 552.003(1-a) et. seq. relating to this Contract (the "Contracting Information") as provided by the records retention requirements applicable to the District. Vendor shall provide to the District, upon its request, any Contracting Information that is in the custody or possession of Vendor. Upon completion of this Contract, Vendor shall either provide at no cost to the District all Contracting Information in the custody or possession of Vendor or instead preserve all Contracting Information as provided by the records retention requirements applicable to the District. Pursuant to Texas Government Code Section 552.372(b), the following notice is given to Vendor: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that Subchapter.

11. **Indemnification.**

11.1 General Indemnification. **VENDOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT AND ITS TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST, ANY CLAIM, CAUSE OF ACTION, LOSS, LIABILITY OR REASONABLE EXPENSE, (INCLUDING ATTORNEY'S FEES, AND OTHER FEES, COURT COSTS AND OTHER COSTS) , INJURIES, DAMAGES, HARM, OR OTHER LOSS, ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART FROM BREACH OF THIS CONTRACT BY VENDOR, NEGLIGENT, INTENTIONAL, OR OTHER ACTIONS OR INACTIONS OF VENDOR, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS, OR ARISING, IN WHOLE OR IN PART, OUT OF A DEFECTIVE PRODUCT, NEGLIGENT INTENTIONAL, OR OTHER OPERATIONS OR SERVICES OF VENDOR, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, AND SUPPLIERS UNDER THIS CONTRACT.** Vendor shall promptly advise the District, in writing, of any claim or demand against the District or Vendor known to Vendor related to or arising out of Vendor's activities under this Contract.

11.2 **Intellectual Property Rights Indemnification. Vendor shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the District, its elected officials, employees, officers, and representatives harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) for infringement of any patent, copyright or similar property right including, but not limited to, misappropriation of trade secrets and any infringement by Vendor and its employees and consultants, in connection with any license provided, any deliverable or any Service furnished hereunder, and used by either the District or Vendor within the scope of this Contract (unless said infringement results directly from Vendor's compliance with District's written standards or specifications).**

11.3 Defense Counsel. In connection with any indemnification obligation in this Section 11, District, in its sole discretion shall have the right to approve or select defense counsel to be retained by Vendor in fulfilling its indemnity obligation hereunder, unless such right is expressly waived by District in writing. District reserves the right to provide a portion, or all of its own defense, at its own expense; however, District is under no obligation to do so. Any such action by District is not to be construed a waiver of Vendor's obligation to defend District or a waiver of Vendor's obligation to indemnify District pursuant to this Section. Vendor shall retain District-approved defense counsel within seven (7) business days of District's written notice that District is invoking its right to indemnification under this Contract. If Vendor fails to retain counsel within such time period, District shall have the right to retain defense counsel on its own behalf, and Vendor shall be responsible for all costs incurred by District until such time as the Vendor provides a defense.

11.4 Indemnity Survival. The provisions of this Section 11 are solely for the benefit of the parties hereto, and not intended to create or grant any rights, contractual or otherwise, to any other person or entity and the obligations herein shall survive the termination or expiration of this Contract.

12. **Work On School District Campuses.**

12.1 Notice Before Entry During School Hours and Decorum on District Campuses. Vendor acknowledges that work may be performed in connection with an educational facility that is currently occupied and in use. It is imperative that Vendor's deliveries and/or performance of Services not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. During school hours, when entry is not made on an emergency basis, Vendor shall notify the District in advance and arrange an escort for Vendor's representative.

12.2 Compliance with Campus Rules. Vendor agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Vendor recognizes the ongoing school activities in proximity with its onsite activities shall result in the need for prompt and effective coordination of its Services with those involved in the ongoing use of the premises. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Vendor shall be responsible for the actions of its employees and its subcontractors. The Vendor recognizes the site is a public-school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the site and shall require adequate dress of the Vendor's forces consistent with the nature of the work being performed.

13. **Criminal Background Checks.** Vendor shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, District Board Policy CH (Legal) and (Local), and other policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee of Vendor or of any subcontractor [if authorized] with a disqualifying criminal history performs Services under the award at or for the District; and shall timely provide written certifications thereunder in such form and substance as requested by the District. Vendor understands that any failure to comply with the requirements of this Section may be grounds for termination of its Contract with the District.

14. **Relationship. This Contract does not constitute a joint venture or partnership of any kind between the parties hereto. In addition, the parties expressly understand and agree the provision of the Services is and shall be considered independent contractor work performed by Vendor, using Vendor's own talents, contacts, tools, vehicles, and equipment, and that nothing in this Contract in any way creates an express or implied contract of employment between the District and Vendor. Vendor is not and shall not be an employee of the District for any purpose. Vendor is exclusively responsible for all administrative matters relating to its status hereunder or the Services, including without limitation, travel, lodging, and other expenses, any withholding and payment of all federal, state and local income taxes, FICA, FUTA, or other employment-related taxes, workers' compensation insurance, fringe benefit programs, or other benefits of any kind. Vendor represents that it is an independent contractor providing services for hire similar to the Services to the general public, that it has full authority and capacity to enter into this Contract and provide the Services, and that execution or performance of this Contract by Vendor shall not violate any other agreement or covenant or any law.**

15. **Federal Edgar Provisions**. Vendor acknowledges in the event federal funds are used to fund the Services delivered under the Contract, Vendor will abide by all applicable federal laws, rules, and regulations, executive orders, and policies, procedures and directives applicable to the Contract, including but not limited to the following:

15.1 Contractual Remedies. Vendor agrees that it will comply with all administrative, contractual, legal remedies, sanctions, and penalties for violation or breach that are included in this Contract.

15.2 Wage and Hour Requirements. To the extent this Contract involves the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), which requires Vendor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. This provision will not apply to the District's purchases from Vendor of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15.3 Clean Air Act and EPA. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 -7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387) and agrees to promptly notify the District of any violation.

15.4 Debarment and Suspension. Vendor has certified that neither the Vendor nor its principals were listed on the government-wide exclusions in the System for Award Management ("SAM"), that neither the Vendor nor its principals are debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549 at the time this Contract was executed. Vendor further agrees on behalf of itself and its principals, to immediately provide written notification to the District if, at any time following execution of this Contract, Vendor or one of its principals learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, or if Vendor or one of its principals is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Failure to notify the District of erroneous information within five (5) business days of change in circumstances shall be grounds for immediate termination, but termination of Vendor shall not be an election of remedy by the District.

15.5 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Vendor confirms its certification to the District that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making

of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) Vendor further certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., providing administrative remedies for false statements, apply to this certification and disclosure, and that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Finally, Vendor agrees that it will require the language of this certification be included in the award documents for all lower-tier contractors it hires, and that it will ensure all subcontractors make the same certification in connection with work done under the Contract. The certification in this Section is a material representation of fact upon which the District has placed its reliance.

15.6 Compliance with Mandatory Provisions of State Energy Conservation Plan. Vendor shall comply with the all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), if any.

15.7 Compliance with Solid Waste Disposal Act. If the District purchased the same item or items from the Vendor under this Contract, which were purchased by the District during the preceding fiscal year, and the prior purchase exceeded $10,000, Vendor agrees that it will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable, and that it will provide information and certifications required by the District confirming estimates and otherwise evidencing such compliance.

15.8 Equal Employment Opportunity Clause. Vendor represents, warrants and certifies that, during the performance of the Contract:

(i) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination;

(ii) it will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;

(iii) it will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge,

in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information;

(iv) it will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

(v) it will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;

(vi) it will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders;

(vii) in the event of Vendor's non-compliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and,

(viii) it will include the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect its interests.

15.9 Termination for Convenience. Notwithstanding any provision to the contrary contained in this Contract, if federal funds are used to fund the purchase represented by this Contract, the District reserves the right to terminate this Contract for convenience. In such event, the District agrees it will be responsible for all legitimate charges with respect to periods prior to the termination.

16. **Miscellaneous.**

16.1 Assignment/Delegation. Without the prior written consent of the other party, no party shall have right or power to assign this Contract in whole or in part, or to delegate or sub-contract any duties hereunder in whole or part. Any attempted assignment or delegation by Vendor shall be wholly void and ineffective for all purposes unless made in the conformity with this paragraph.

16.2 Governing Law and Venue. **THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND IS PERFORMABLE IN EL PASO COUNTY, TEXAS.**

16.3 No Waiver of Immunity. The District reserves, and does not waive, its rights of sovereign/governmental immunity and similar rights, immunities and rights of its officials and employees, under the Texas Tort Claims Act. Nothing herein shall be a consent to suit.

16.4 No Third-Party Beneficiaries. This Contract, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No term or provision of this Contract shall benefit or obligate any person or entity not a party to it. The parties

hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Contract.

16.5 Context. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa.

16.6 Attorney's Fees. In the event that either party brings an action to enforce or interpret any provision of this Contract, the prevailing party will be entitled to recover its costs and expenses including, without limitation, reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it shall be entitled to receive, as determined by the trier of fact in such dispute.

16.7 Waiver. No waiver, change, modification or discharge by either party hereto of any provision of this Contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. A waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this Contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

16.8 Severability. Any provision, or part thereof, of this Contract held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Contract and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable.

16.9 Time of Essence. Time is of the essence with respect to Vendor's obligations hereunder.

16.10 Public Records. Records relating to this Contract may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. To the extent any of the Services under this Contract involve the exchange or creation of Public Information as defined by such Act, the Vendor shall make any such information, not otherwise exempted from disclosure under such Act, available in writing and electronically in Microsoft Word, Microsoft Excel and or Adobe Acrobat.

16.11 Notices. All notices to a Party under this Contract shall be provided by Certified Mail, Return Receipt Requested, to the address set forth for the respective party beneath its signature block in this Contract, or such other address as later provided by a party through written notice to the other party.

16.12 Advertising. Vendor shall not advertise or publish, without the District's prior consent, the fact that the parties have entered into this Contract, except to the extent necessary to comply with proper requests for information from a representative of the federal, state, or local government.

16.13 Right to Audit and Records Access. The District, or its authorized representative (including Texas Education Agency and the Comptroller General), shall be given reasonable access to records and rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors, in order to investigate the District's claims, the Services, and/or evaluate the performance of the Vendor. The Vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards. Vendor agrees to maintain all required records for five (5) years after the District makes final payment and all other pending matters are closed.

16.14 Israel Certification. Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. Vendor means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship.

16.15 Firearms Certification. The Vendor represents, warrants and covenants to the District that the Vendor: (a) does not have any practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of this Contract. For purposes of this provision, the terms "firearm entity", "firearm trade association" and "discriminate against a firearm entity or a firearm trade association" shall have the same meaning as set forth in Government Code Section 2274.001 et. seq.

16.16 Energy Company Certification. The Vendor represents, warrants, and covenants to the District that the Vendor that, within the meaning of Texas Government Code Sections 809.001 and 2276.001 et. seq., it: (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of this Contract.

16.17 Website Accessibility Compliance. Vendor warrants to the extent applicable that it will comply and provide access to District's electronic information, including the District's website, for individuals with disabilities in accordance with all applicable laws, including but not limited to the American's with Disabilities Act ("ADA"). The Vendor acknowledges and understands that Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act require that individuals with disabilities seeking information or services from the District must have access to and use of information and data that is comparable to the access and use by any other member of the public who are not individuals with disabilities and this requirement extends to any and all web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members. Vendor further warrants that any web-based services, applications, or other technology that is acquired, contracted, or otherwise made available by the District to its students, staff, and/or community members meets or exceeds the Web Content Accessibility Guidelines (WCAG) version 2.2, level AA criteria. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Vendor further agrees to indemnify and hold harmless District from any claims arising out of Vendor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Contract.

16.18 E-Signatures. This Contract may be executed in two or more counterparts, each of which are deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Contract transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Contract, have the same effect as physical delivery of the paper document bearing the original signature.

16.19 Entire Contract/Modification**. THIS CONTRACT IS THE FINAL, COMPLETE, AND ENTIRE CONTRACT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND SUPERSEDES ALL PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO MATTERS HEREIN. THIS CONTRACT MAY BE MODIFIED OR RESCINDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES TO THE CONTRACT BY AND THROUGH THEIR DULY AUTHORIZED AGENTS. Changes to this Contract may only be made by mutual written agreement of the parties, which must contain the authorized signature of the District's Superintendent or the President of the District's Board of Trustees.** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. In the event of any conflict between this Contract and the General Terms and Conditions of the contract attached to the Solicitation Document, the terms of this Contract shall control.

[Signatures on next page]

EXECUTED as of the ___day of _____, 2025.

EL PASO INDEPENDENT SCHOOL DISTRICT:

By: _____
Martha Aguirre, Interim Superintendent

APPROVED AS TO FORM:
/s/ Jeanne C. Collins
Signed: Monday, October 6, 2025

By: _____
Jeanne C. Collins, General Counsel
(signed with permission)

ADDRESS FOR NOTICE:

El Paso Independent School District
Attn: Superintendent
1014 N. Stanton Street
El Paso, Texas 79902

With Copy to:
General Counsel
El Paso Independent School District
1014 N. Stanton Street
El Paso, Texas 79902

VENDOR: TEACHING AND LEARNING ALLIANCE, INC.

By: _____
Rebecca Gosselin, Executive Director

ADDRESS FOR NOTICE:

Teaching & Learning Alliance, Inc.
6 Liberty Square, Suite 96500
Boston, MA 02109

EXHIBIT "A"
Scope of Services and Deliverables

Scope of Services:

Place(s) of Provision of Services:
El Paso Independent School District (At District's discretion)

Date(s)/Period of Provision of Services:
October 22, 2025 through June 30, 2026

Description of Services:
Vendor will provide District with professional development for five (5) Executive Principals and two (2) Assistant Superintendents. Professional development will focus on enhancing the growth of Executive Principals and Assistant Superintendents by providing development in coaching strategies and protocols, aimed at strengthening their instructional leadership. The professional development includes four (4) half (1/2) day sessions of face-to-face workshops and two (2) remote coaching sessions with two Teaching and Learning Alliance (TLA) Leadership Coaches. Vendor will provide the New Leader Boot Camp workshop with leadership coaches for Campus Leader and face-to-face coaching sessions for eight (8) Principals that have been identified by District for coaching support. The focus of the sessions will address using evaluation to support leadership improvement, viewing the principal role as one that uses feedback to improve teaching and learning, and coaching opportunities to improve practice.

Vendor will provide the services as described in more detail below:

Description of Services	Services and Cost per Service	Cost
Leadership Onboarding Program: Training for Executive Principals / Assistant Superintendents Identified by the District During the 2024-2025 school year, TLA and El Paso ISD Executive Principals (5) / Assistant Superintendents (2) engaged in coaching training using the Coaching Framework and a Blended Coaching approach to support the professional growth of all El Paso ISD campus leaders. The training included 1 day of workshop training, two (2) remote coaching sessions, and six (6) face to face half days with each Executive Principal / Assistant Superintendent. The proposed services for school year 2025-2026 will include continuing to provide professional development support to the Executive Principals (5) / Assistant Superintendents (2) that will be supervising / coaching campus leaders. The focus of this training will be to continue to support the Executive Principals' / Assistant Superintendents' growth through providing professional development in the use of coaching strategies and protocols to strengthen instructional leadership of the Executive Principals / Assistant Superintendents and the campus leaders served. The coaching will also include face to face coaching sessions with Executive Principals (5) / Assistant Superintendents (2) and attending campus visits with Executive Principals (5) / Assistant Superintendents (2) while they are coaching campus leaders.	4 ½ day face to face coaching sessions with a TLA coach ($1,300 per session X 4 sessions X 5 executive principals) 4 ½ day face to face coaching sessions with a TLA coach ($1,300 per session X 4 sessions X 2 assistant superintendents) 2 90-minute remote coaching sessions with with a TLA Leadership Coach ($600 per session X 2 sessions X 5 Executive Principals) 2 90-minute remote coaching sessions with with a TLA Leadership Coach ($600 per session X 2 sessions X 2 assistant superintendents)	$26,000 $10,400 $6000 $2,400

Leadership Coaching for Novice Principals In research conducted by Policies Studies Associates, Inc for the Wallace Foundation (2016), the authors examined the concept of developing a stronger principalship. Feedback provided by novice principals suggested that support should focus on the following: using evaluation to support leadership improvement, viewing the principal role as one that uses feedback to improve the teaching and learning, and coaching opportunities to improve practice. Novice principals placed a high value on support from mentors or coaches, and those who had mentors or coaches rated all sources of support more highly than those who did not. The Wallace Foundation has also supported extensive research in strengthening and retaining the principal as leader (Principal Pipeline). The Principal Pipeline emphasizes seven domains (The Wallace Foundation, November 2019): 1. Rigorous job standards that specify what a principal needs to know and do—and are reflected in how principals are trained, placed and managed, 2. High-quality pre-service training, 3. Selective procedures for hiring principals and matching them to schools, 4. Aligned on-the-job support and evaluation, especially for those new to the job, 5. Leader tracking systems, data compilation to aid in making decisions about principal/principal candidate career paths and spotting job vacancy, pre-service prep and other trends, 6. A principal supervisor role refocused from administration to honing principals' instructional support skills, and 7. Systems and capacity to support and sustain principal pipelines. The proposed **Coaching for Novice Principals** will address Domain 1, Domain 4, and Domain 6. TLA leadership coaches will provide coaching to 8 new leaders that have been identified by the district for coaching support.	8 ½ day coaching sessions at $1,300 for each principal (**8 principals**) 8 X $1,300= $10,400 per principal	$ 83,200

Leadership Service: EPISD Foundations Program Support: New Leader Boot Camp Coaches will attend and meet the new campus leaders assigned to them for school year 2025-26. The coaches will attend the morning sessions and then meet with the campus leaders to identify High Leverage Focus Areas for year-long coaching.	.5-day workshop with two (2) leadership coaches X $1,300	$2,600

Deliverables:

Report or Other Deliverable	Expected Delivery Date(s)
Half-day of face-to-face professional development session for five (5) Executive Principals and two (2) Assistant Superintendents	November 6, 2025
Half-day of face-to-face professional development session for five (5) Executive Principals and two (2) Assistant Superintendents	January 8, 2026
Half-day of face-to-face professional development session for five (5) Executive Principals and two (2) Assistant Superintendents	February 26, 2026

Half-day of face-to-face professional development session for five (5) Executive Principals and two (2) Assistant Superintendents	May 14, 2026
Two (2) 90-minute remote coaching sessions with a TLA Leadership Coach and five (5) Executive Principals	At the District's discretion before June 30, 2026
Two (2) 90-minute remote coaching sessions with a TLA Leadership Coach and two (2) Assistant Superintendents	At the District's discretion before June 30, 2026
Eight half-day face-to-face coaching sessions with a TLA Leadership Coach and eight (8) Principals	At the District's discretion before June 30, 2026
Leadership Service: EPISD Foundations Program Support: New Leader Boot Camp Half-day workshop with two (2) leadership coaches	At the District's discretion before June 30, 2026

EXHIBIT "B"

Compensation

Compensation [mark/complete one or more as applicable]:

N/A $_____ (Lump Sum/Fixed Price)

____ Payable at completion.

____ Quarterly Payments of $_____ beginning _____.

____ Payable as follows:

$_____on _____

$_____on _____

$_____on _____

N/A $_____ per _____, (with a not to exceed cap of $_____)

N/A $_____ per hour, (with not to exceed cap of $_____, based on rates below) payable monthly based upon hours and types of Services provided and documented in invoice.

X Other [please explain]: District will pay a total of $130,600.00 for coaching services as follows: $36,400.00 for 28 onsite half-day (4-hour) sessions for 5 Executive Principals and 2 Assistant Superintendents, $8,400.00 for 14 remote 90-minute sessions for the same group, $83,200.00 for 64 onsite half-day (4-hour) sessions for 8 Principals, and $2,600.00 for one half-day (4-hour) leadership workshop for Campus Leadership. Vendor will be paid monthly for completed sessions and workshops, within 30 days of receiving a verified invoice.

Expenses: [Description]: District will reimburse Vendor a total amount not to exceed $41,500.00 for Vendor's travel and lodging in accordance with the travel estimates outlined in the table below:

Flight cost per person (consultant based outside of Texas)	Flight cost per person (consultant based in Texas)	Hotel (GSA Rate)	M&I (GSA Rate) Per person, per day
$500.00	$200.00	$110.00	$68.00

The above rates are based on an estimated amount and the current GSA rate for the hotel, meals, and incidentals. Should the GSA rate increase during the term of this Contract, District will not be responsible for any additional amounts, however, should the rate decrease, District will receive the benefit of such decrease. Additionally, Vendor staff will not purchase first class airplane tickets, nor will Vendor staff stay at 4- or 5-star hotels in relation to this Contract. Vendor will only request reimbursement for those expenses actually incurred in relation to this Contract and Vendor will provide itemized receipts for each expense with its invoice. District will only reimburse those expenses which are verified and properly documented and within 30 days after receipt of a proper invoice.

Total Compensation for Services Permitted under this Contract: Not to exceed $ 172,100.00.

FOR ANY INITIAL TERM, THIS CONTRACT IS CONTINGENT UPON ITS UNDERLYING PROCUREMENT (EPISD PROFESSIONAL DEVELOPMENT AND OTHER CONTRACTED SERVICES RFP 23-088) BEING VALID FOR THE ENTIRE CONTRACT TERM; CONTRACT AND TOTAL COMPENSATION THEREIN BEING PROPERLY BUDGETED, WITH APPROVAL BY THE DISTRICT BOARD OF TRUSTEES AS APPLICABLE AND HAVING THE BENEFIT OF BETTER PRICING AS AVAILABLE DURING THE CONTRACT TERM.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1006828

Date Filed:
04/13/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Teaching and Learning Alliance, Inc
Woburn, MA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
El Paso ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 23-088
Professional Development and Other Contracted Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Lynn Schade, and my date of birth is 11/20/1954.

My address is 800 W. Cummings Park, suite 5900, Woburn, MA, 01801, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Middlesex County, State of Mass, on the 13 day of April (month), 2023 (year).

Lynn R Schade
Signature of authorized agent of contracting business entity
(Declarant)

PROCUREMENT &
SCHOOL RESOURCES
EL PASO ISD
it starts

April 9, 2025

Teaching and Learning Alliance, Inc.
Attn: Rebecca Gosselin, Executive Director
800 W. Cummings Park, Suite 5900
Woburn, MA 01810

Sent via email to (rebecca.gosselin@teachinglearningalliance.org)

RE: Extension of RFP #23-088, Professional Development and Other Contracted Services - Option 2 of 4

Dear Rebecca Gosselin,

The El Paso Independent School District may utilize the services and/or goods listed in the previously awarded RFP #23-088 for an additional 12 months, option 2 of 4. To proceed with either an extension or termination of this award, please complete the form below at your earliest convenience. If there are any adjustments to the pricing or materials, please provide a modified pricing schedule with a rationale for the increase.

If you agree to extend the award for the services and/or goods listed in your RFP #23-088, the same terms and conditions will be in effect from May 16, 2025 through May 15, 2026. Any modification to the terms, conditions, and/or pricing may require approval from the Board of Trustees.

Also, if you have a separate written contract with the district for the awarded services and/or goods, the terms of that contract will govern any extensions thereof.

To allow sufficient time to process this extension, please provide your response and any applicable backup information by 2:00 PM (MT) on April 16, 2025. You may email your response to my attention at aibarra@episd.org.

If you have any questions or require additional information, please contact the Procurement & School Resources Department at (915) 230-3100.

Respectfully,

Haydee Peña (Apr 16, 2025 13:54 MDT)
Ms. Haydee Peña
Executive Director, Procurement & School Resources

CC: Bid File
Legal Office

I, Rebecca Gosselin (Representative Name), a duly-authorized representative of Teaching and Learning Alliance, Inc. (Company Name)

Wish to:
- ☑ **extend the current award with the same terms, conditions, and pricing.**
- ☐ **extend the current award with revisions (backup information is attached).**
- ☐ **terminate the award and be removed as an awarded vendor for these goods/services.**

Rebecca Gosselin	Executive Director	04/17/2025
Rebecca Gosselin (Apr 17, 2025 11:11 EDT)		
Representative Signature	**Representative Title**	**Date**

PROCUREMENT &
SCHOOL RESOURCES
EL PASO ISD
it starts with us

Date: March 4, 2025

To: Guy Rosales, Assistant Superintendent
Teaching and Learning

From: Adrian I. Salazar, Purchasing Agent
Procurement & School Resources

Subject: **Extension of RFP #23-088, Professional Development and Other Contracted Services - Option 2 of 4**

RFP #23-088, Professional Development and Other Contracted Services, expires on May 15, 2025. Please indicate your intentions regarding this RFP below no later than March 6, 2025. A copy of the Agenda Item is attached.

☒ Please recommend one (1) year extension in the amount of $15000000.

☐ Please process a new solicitation and close the current file.

☐ There is no need to extend or re-solicit this Bid. Please close the file.

Please note that options to extend a contract that deviates from the original contract's terms require Board approval.

Guy Rosales (Mar 5, 2025 10:22 MST)
Signature

03/05/2025
Date

Sincerely,

Haydee Pena (Mar 5, 2025 10:18 MST)

Haydee Peña
Executive Director of Procurement & School Resources

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: 4/16/2024
AGENDA ITEM NO.: Q.2.
PURCHASES REQUIRING BOARD APPROVAL - CONSENT AGENDA

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of First Option to Extend the Award of RFP #23-088, Professional Development and Other Contracted Services, to 2ove1, LLC; Associates for Educational Success; BetterLesson; Candelario HR Consulting; Candor Consulting and Diagnostics, LLC; Catapult Learning West, LLC; Grace Advisors USA, LLC, dba Collegiate Funding Advisors; Comprehensive Training Center; Contigo Ed, Inc.; Corwin Press, Inc.; EdConnective, Inc.; The Forma Group, LLC; Freedom Rhythm, PLLC; Helix Solutions, LLC; Houston Education Leadership Partners; Invo HealthCare Associates, LLC; Just Finish Professional Consulting, LLC; Kampus Insights, Inc.; Knowsys Educational Services, LLC; Lakeshore Learning Materials LLC; Leading Educators; Learning Forward Texas; McREL International; Northwest Instructional 'N Educational Enterprises, Inc.; Results Coaching Global, LLC; Rev it Up! Consulting Group; RGTG, LLC; Sapient Consulting Services, LLC; Scholastic Inc.; Serene Life Family Counseling; Teaching and Learning Alliance, Inc.; Teachstone, Inc.; Texas Special Education Solutions LLC; The Flippen Group, dba Capturing Kids' Hearts; The Holdsworth Center; TPR Education, LLC, dba The Princeton Review; The Writing Academy, LLC; Teaching Strategies, LLC; Van Soelen & Associates, LLC; VV Sopher LLC; and Walsh Gallegos Trevino Kyle & Robinson P.C.

JUSTIFICATION STATEMENT:

(To provide professional development and other contracted services on an as needed basis)

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Other

STAFF RESPONSIBLE: Al Garcia and/or Haydee Peña

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL OR NEED ADDRESSED:

Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:

The Request for Proposal (RFP) is one (1) of seven (7) approved purchasing methods allowed under Texas Education Code, Section 44.031. The purpose of this proposal is to provide professional development and other contracted services on an as needed basis. The District intends to maintain a pool of qualified vendors who may be called upon to provide services as deemed necessary by the District. Those services will be completed by highly qualified professionals and/or educational consultants who will provide continued support in implementation and professional learning opportunities.

Services may be requested from academic educational consultant(s); professional development consultant(s); instructional expertise consultant(s); coaching and leadership development consultant(s); talent development and pipeline management consultant(s); talent selection and identification service(s); data system technical assistance and evaluation service(s); strategic consulting and planning service(s); succession planning service(s); assessment, measurement & data use service(s); communications and marketing service(s); presenters for student support service(s); enrollment stabilization and student attendance service(s); professional speakers, including motivational speaker(s); certification or competition judge(s); Montessori program teacher and administrator trainer(s); and technical academic success trainer(s). Professional development services and other contracted services may be made available to support District employees, students, and parents/community members.

On May 16, 2023, the Board approved the initial award of Professional Development and Other Contracted Services, RFP #23-088. This RFP provides an option to extend for four (4) additional years, twelve (12) months at a time, if service is satisfactory and both parties agree in writing. The request is submitted to the Board for approval to extend the RFP for an additional year, with the option to extend for three (3) additional years, twelve (12) months at a time. If approved, this constitutes the first option to extend this RFP.

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025

  E.
  PURCHASES REQUIRING BOARD APPROVAL

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of Second Amendment, Renewal, and Notice of Early Termination to the Granite Telecommunications, LLC, and El Paso Independent School District Vendor Contract for Goods and Services, to Purchase Public Switch Telephone Network Services, Plain Old Telephone Service (POTS)/Session Initiation Protocol (SIP) Trunks, and Districtwide Dial Tone/Long Distance (LD), from Granite Telecommunications, LLC, Utilizing the General Services Administration (GSA) Contract #GS-35F-208BA (Budgeted Local General Operating Funds - Not to Exceed $194,869.74)

JUSTIFICATION STATEMENT:

To ensure uninterrupted telephone services and long-distance connections during the transition to the telephony platform

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Manny Verduzco, Marta Carmona, Haydee Pena

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever III: Destination District - El Paso ISD solidifies its position as El Paso's destination district.

SUMMARY:

The Interlocal Cooperative Agreement is one (1) of seven (7) approved purchasing methods allowed under the Texas Education Code, Section 44.031. Board Policy CH (Local) states, “The Board delegates to the Superintendent the authority to make single, budgeted purchases of goods and services that cost up to $100,000."

On or about August 15, 2023, the District entered into an Agreement for Goods and Services with Granite Telecommunications, LLC, to provide Analog Voice Services (POTS), Session Initiation Protocol (SIP), and Multi-Line Phone Systems (MLPS) Services, as well as a SIP Long Distance (LD) Package and Routers for the District’s telephone services. On or about April 3, 2024, the agreement was amended to reflect changes to STIP Trunks and NACs, as well as other goods and services being provided. The monthly rate for the Optional Year 1 and Year 2 terms was reduced to $32,478.29, resulting in a total contract amount of not more than $1,169,220.36. The District exercised its first option to renew the agreement on June 27, 2024, for the term from July 1, 2024, through June 30, 2025.

Both parties now wish to amend the agreement for the second renewal option for the 2025-2026 school year, reducing the amount of compensation to align with the six months of services required for the year. The term will be changed from July 1, 2025, through December 31, 2025. The compensation will be reduced to an amount not to exceed $194,869.74. The contract will then be terminated on December 31, 2025.

This amendment will enable the District to continue providing district-wide dial tone and long-distance (LD) services. This will ensure uninterrupted service until the District has fully migrated off the legacy connections and completed cutover to the new district-wide dial tone and long-distance connections.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the Second Amendment, Renewal, and Notice of Early Termination to the Granite Telecommunications, LLC, and El Paso Independent School District Vendor Contract for Goods and Services, to purchase Public Switch Telephone Network Services, Plain Old Telephone Service (POTS)/Session Initiation Protocol (SIP) Trunks, and Districtwide Dial Tone/Long Distance (LD) from Granite Telecommunications, LLC, utilizing the General Services Administration (GSA) Contract #GS-35F-208BA, in an amount not to exceed $194,869.74, as presented.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.51.6257.911.99.288.911

FISCAL IMPACT AND COST:
Not to Exceed $194,869.74

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
Non-approval would risk interruption of essential districtwide dial tone and long-distance service, compromising 911 access and safety integrations, creating potential noncompliance with state requirements, and disrupting daily operations. It would also jeopardize the planned migration timeline to the new telephony system, potentially incurring delay-related costs and reconfiguration efforts to restore continuity.

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Signed 10.3.25 Amendment 2 Granite.pdf
Cooperative Contract Information.pdf

SECOND AMENDMENT, RENEWAL, AND NOTICE OF EARLY TERMINATION TO THE GRANITE TELECOMMUNICATIONS, LLC
AND
EL PASO INDEPENDENT SCHOOL DISTRICT
VENDOR CONTRACT FOR GOODS AND SERVICES

This Second Amendment, Renewal, and Notice of Early Termination to the Granite Telecommunications, LLC and El Paso Independent School District Vendor Contract for Goods and Services ("Second Amendment and Renewal") is entered into by and between El Paso Independent School District ("District") and Granite Communications, LLC ("Granite"), effective as of July 1, 2025 regardless of when executed.

RECITALS

A. On or about August 15, 2023, the District and Granite entered into an Agreement for Goods and Services (the "Agreement") having a term from July 1, 2023 through June 30, 2024, with two (2) optional annual renewals, wherein Granite was to provide Analog Voice Services (POTS), SIP and MLPS Services, as well as a SIP LD Package and Routers ("Telephone Services").

B. On or about April 3, 2024, the parties amended Exhibit "A" of the Agreement by replacing the table located in the section labeled "If Delivery By Unit Pricing:" with a new table reflecting changes to SIP Trunks and NACs wherever SIP Trunks and NACs were referenced in the table and decreasing the monthly total from $32,478.53 to $32,478.29. The parties also amended Exhibit "A" by updating the description located in the section labeled "Other Description of Goods To Be Delivered:" to reflect the changes made to the Goods and Services to be provided. Additionally, the parties amended Exhibit "B" by updating the description located in the section labeled "Description of Goods and Services:" to reflect the changes made to the Goods and Services to be provided. Lastly, the parties amended Exhibit "C" to reflect the changes made in pricing to the Goods and Services. The monthly rate for the initial term from July 1, 2023 through June 30, 2024 was replaced with the monthly rate of $32,478.53 from July 1, 2023 through February 29, 2024, and the monthly rate of $32,478.29 from March 1, 2024 through June 30, 2024. The yearly not to exceed amount for the initial term was reduced from $389,742.36 to $389,741.40. The monthly rate for Optional Year 1 from July 1, 2024 through June 30, 2025 was replaced with the new monthly rate of $32,478.29, and the yearly not to exceed amount was reduced from $389,742.36 to $389,739.48. The monthly rate for Optional Year 2 from July 1, 2025 through June 30, 2026 was replaced with the new monthly rate of $32,478.29, and the yearly not to exceed amount was reduced from $389,742.36 to $389,739.48. The total compensation for Goods and Services permitted under the Contract was also reduced from an amount not to exceed $1,169,227.08 (includes initial term and optional years) to an amount not to exceed $1,169,220.36 (includes initial term and optional years) ("First Amendment").

C. On or about June 27, 2024, the District exercised its first option to renew the Agreement with the term of the first renewal term being from July 1, 2024 through June 30, 2025, in an amount not to exceed $389,739.48.

D. The parties now wish to amend the Agreement to change the term of the second optional renewal to reflect only the period of services required by the District for the 2025-2026 school year, and to decrease the amount compensation permitted under the Agreement for the second optional renewal. The District will now only require six months of services for the second optional renewal term, and therefore the term of the second optional renewal will be reduced from July 1, 2025 through June 30, 2026 to July 1, 2025 through December 31, 2025. The total compensation for the second

optional renewal will decrease from an amount not to exceed $389,739.48 to $194,869.74. The monthly rate will remain the same as stated in the Agreement at $32,478.29.

E. The parties also wish to extend the Agreement for a second time, with the second optional renewal term being for a period of six (6) months from July 1, 2025 through December 31, 2025, at a monthly rate of $32,478.29 payable each month 30 days after receipt of invoice, for a total amount not to exceed $194,869.74 for the six (6) month period.

F. Lastly the District wishes to provide the Vendor sufficient notice that the Agreement, which includes any amendment thereto, and includes all Goods and Services provided by Vendor, will terminate on December 31, 2025 in accordance with section 2.1 of the Agreement at no additional cost to the District.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to modify the Agreement as follows:

1. The term of the second optional renewal will now be reduced from July 1, 2025 through June 30, 2026 to July 1, 2025 through December 31, 2025. The total compensation for the second optional renewal will now decrease from an amount not to exceed $389,739.48 to $194,869.74. The monthly rate will remain the same at $32,478.29 per month;

2. The Agreement will now be extended for a second time, with the second optional renewal term being for a period of six (6) months from July 1, 2025 through December 31, 2025, at a monthly rate of $32,478.29 payable each month 30 days after receipt of invoice, for a total amount not to exceed $194,869.74; and

3. The Agreement, including all Goods and Services as described in the Agreement, and any amendment thereto, will terminate on December 31, 2025 in accordance with Section 2.1 of the Agreement at no additional cost to the District.

Ratification and Defined Terms. Except as modified by this Second Amendment and Renewal, the Agreement, and any amendment thereto, the Agreement shall continue in full force and effect. The Parties each hereby ratify, affirm, and agree the Agreement, any amendment thereto, and this Second Amendment and Renewal represent the valid, binding, and enforceable obligations of the District and Granite respectively. In the event of any conflict or inconsistency between the provisions of the Agreement, any amendment thereto, and this Second Amendment and Renewal, the provisions of this Second Amendment and Renewal shall control and govern. Except as otherwise defined in this Second Amendment and Renewal each of the terms used herein shall have the same meaning assigned to such terms of the Agreement, and any amendment thereto.

[*Signatures on the following page*]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment and Renewal to be executed by their duly authorized representatives on _____, 2025.

EL PASO INDEPENDENT SCHOOL DISTRICT

Martha Aguirre
Interim Superintendent

GRANITE TELECOMMUNICATIONS, LLC

Ryan Goldrick
AVP Contracts

Approved as to Form

Jeanne C. Collins
General Counsel

Signed: Friday, October 3, 2025

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE EFFECTIVENESS OF THIS SECOND AMENDMENT AND RENEWAL IS CONDITIONED UPON THE COMPENSATION FOR THE TERM OF THE SECOND AMENDMENT AND RENEWAL BEING PROPERLY AND FULLY BUDGETED BY THE DISTRICT BOARD OF TRUSTEES IN THE 2025-2026 FISCAL YEAR BUDGET, WITH APPROVAL BY THE DISTRICT BOARD OF TRUSTEES AS APPLICABLE. FAILURE OF THIS CONDITION PRECEDENT TO BE MET, THIS CONTRACT IS VOID.

THIS SECOND AMENDMENT AND RENEWAL IS ALSO CONTINGENT UPON ITS UNDERLYING PROCUREMENT (GSA #GS-35F-208BA) BEING VALID FOR THE CONTRACT TERM AND DISTRICT HAVING THE BENEFIT OF BETTER PRICING AS AVAILABLE DURING THE CONTRACT TERM.

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA*Advantage!*®, a menu-driven database system. The INTERNET address GSA*Advantage!*® is: GSAAdvantage.gov.

MULTIPLE AWARD SCHEDULE

FSC Group: Information Technology FSC Class: D304, D399

Contract Number: **GS-35F-208BA**

Contract Period: **February 10, 2024 – February 9, 2029**



Granite Telecommunications, LLC
1 Heritage Drive
Quincy, MA 02171-2105
Phone: 866-847-1500 / 617-745-5168
Fax: 617-328-0312
Website: http://www.granitenet.com/
Email: gsasales@granitenet.com

Contract Administrator: Ryan Goldrick

Business Size: Other than Small Business

Pricelist current as of Modification #PS-0086 effective June 4, 2025.

Prices Shown Herein are Net (discount deducted)

CUSTOMER INFORMATION:

1a. Table of Awarded Special Item Numbers (SINs)

SIN	Description
SIN 33411/STLOC/RC	Purchasing of New Electronic Equipment
SIN 517312/STLOC/RC	Wireless Mobility Solutions
SIN 54151ECOM/STLOC/RC	Electronic Commerce & Subscription Services
OLM/STLOC/RC	Order Level Materials (OLM)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. Not Applicable.

1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. See attached pricelist.

2. Maximum Order*: SIN(s) 33411, 54151ECOM, 517312: $500,000 / OLM: $250,000

3. Minimum Order: $100

4. Geographic Coverage: Domestic

5. Point(s) of Production: Quincy, MA

6. Discount From List Prices: Government net prices (discounts already deducted.)

7. Quantity Discount(s): Additional 1% on orders over $200,000

8. Prompt Payment Terms: Net 30 Days

9. Foreign Items: None

10a. Time of Delivery: SIN 33411 - 30 Days ARO, SIN51451ECOM, 517312 – Per task order.

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. Contact Contractor.

10c. Overnight and 2-day delivery. Items available for expedited delivery are noted in this price list. Contact Contractor.

10d. Urgent Requirements. Contact Contractor.

11. FOB Point: Destination

12a. Ordering Address: Same as contractor

12b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment Address: Same as contractor

14. Warranty Provision: Standard Commercial Warranty

15. Export Packing Charges (if applicable): N/A

16. Terms and conditions of rental, maintenance and repair (if applicable): N/A

17. Terms and conditions of installation (if applicable): N/A

18a. Terms and conditions of repair parts indicating date of parts price list and any discounts from list prices (if applicable): N/A

18b. Terms and conditions for any other services (if applicable): N/A

19. List of service and distribution points (if applicable): N/A

20. List of participating dealers (if applicable): N/A

21. Preventive maintenance (if applicable): N/A

22a. Special attributes such as environmental attributes, (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's web-site or other location.) The EIT standards can be found at: www.Sections508.gov/. N/A

23. Unique Entity Identification (UEIN) Number: XZ4ZUPC1LAK3

24. Notification regarding registration in the System for Award Management (SAM) database: Registered.

DESCRIPTION OF SERVICES

Internet Access Solutions

Granite offers Dedicated Internet Access ("DIA") utilizing a broad range of technologies and solutions offering scalable bandwidth options.

Granite offers these services over the following networking technologies:

- Cable
- Ethernet
- T1 / DS1

Cable Access

Granite's cable service provides customers with a fast, reliable, always-on high-speed access. The cable service is a type of network bridge and modem that provides bi-directional data communication via radio frequency (RF) channels on a hybrid fiber coaxial (HFC) or radio frequency over glass (RFoG) infrastructure. Cable services are used to deliver Internet access, taking advantage of the high bandwidth of a HFC and RF networks.

Ethernet

Ethernet is the standard for high-speed internet allowing for fast, reliable and plug-and-play access to the Internet. Ethernet provides this standard over fiber optic cable or existing copper facilities.

T1 / DS1

Digital Signal 1 (DS1, sometimes DS-1) is a T-carrier signaling scheme. DS1 is a widely used standard in telecommunications in North America to transmit data between devices. DS1 is the logical bit pattern used over a physical T1 line. A DS1 circuit is made up of twenty-four 8-bit channels (also known as timeslots or DS0s), each channel being a 64 Kbps DS0 multiplexed carrier circuit. A DS1 is also a full-duplex circuit, which means the circuit transmits and receives 1.544 Mbps concurrently. A total of 1.536 Mbps of bandwidth is achieved by sampling each of the twenty-four 8-bit DS0s 8000 times per second. This sampling is referred to as 8-kHz sampling. An additional 8 Kbps of overhead is obtained from the placement of one framing bit, for a total of 1.544 Mbps.

Voice Services - Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) Emulated Primary Rate Interface (EPRI)

Granite's ISDN PRI/EPRI is an all-digital networking service that provides a high-speed, intelligent connection to the network. Granite's EPRI is a PRI connection that is functionally equivalent to traditional Time Division Multiplexing (TDM) PRI circuits. Granite delivers EPRI in two ways: over Granite provided private Layer 3 circuits to a customer premises, or, over the top of public internet access delivered by Granite or another provider.

If private connectivity is used, Granite ensures that end to end QoS is enabled for voice quality assurance. In either installation method, Granite will deliver a VoIP gateway that offers up to 4 PRI interfaces on a single IP uplink.

Dedicated Local T-1/PRI/EPRI consists of dedicated digital loop access between the local switching facility and your premise using Local Access transport facilities. There are multiple trunk configurations available and all include local dial tone and unlimited local calling, and where

facilities permit, calling party number identification is provided on outbound calls.
ISDN PRIs/EPRIs provide exceptional voice and data communications service without the additional expense of multiple dedicated circuits with benefits that include:
• High-speed, high-capacity digital connectivity
• Intelligent call handling and caller ID functionality
• Exceptionally clear voice communications
• Fully compatible with today's PBX systems.
• Allocate channels to improve network efficiency on a per-call basis as needed.
• Multi-State ISDN PRI/EPRI for customers with locations in multiple states and offers simplified rate structure.

Other Services and Benefits
As part of Granite's value proposition customers receive the following ancillary services at no additional charge.

Premier Support:
Granite will assign a dedicated Premier Account Team to each customer. Each member of the Premier Account Team has considerable experience and will effectively serve the customer in their designated area of expertise.
The team will generally consist of the following members: (1) Premier Account Manager - single point of contact for all support issues; (2) Provisioning Manager - coordinate and manage the transfer or installation of services to Granite's platform; (3) MAC Manager - complete all orders for new service, moves or changes; (4) Customer Service Manager - assists to manage repair issues on services; (5) Billing Analyst - available to review and resolve any problems that may arise with customer billing; and (6) National Account Sales Executive - initial point of contact with Granite.

Online Portal and Services:
Granite provides its customers with unlimited, free access to customer information through Rock Reports, Granite's proprietary web-based software system. Rock Reports can be accessed 24 hours per day, 7 days per week through Granite's website (www.granitenet.com), except during scheduled maintenance.
Granite will provide a web demo and training in the use of the website to download billing and run reports, at no additional cost.
Customers can use Rock Reports to access the following types of information: (1) invoices in multiple formats; (2) payment history; (3) services inventory; (4) charges (including features, regulatory fees, etc.); (5) usage reports (if applicable); and (6) trouble, repair and move/add/change tickets. Granite will also provide any and all customized reports based on customer requests.

Project Management:
Granite utilizes best practices project management processes to ensure a smooth installation, migration and transition to Granite's services. Best practices include complete installation and testing of the service elements well in advance of any scheduled cut-over to the new services provided by Granite. The actual activation of service is a coordinate event in which Granite enlists the project team of the current provider to facilitate the migration of services. Should there be a failure to resolve, that portion of the solution will revert back to the original temporarily, until such time that total resolution can be achieved.

GSA Pricelist

SIN 33411

Mfr	Mfr Product #/	Granite Product #	Product Name/Description	UOI	GSA Price
AdTran	1700341F1 NetVanta 3140	1700341F1	Fixed Port Secure Access Ethernet Router Rackmount	EA	$368.20
Cradlepoint/ Ericsson	L950-C7	BBA3-0950C7A-NC	4G Branch Adapters No Wi-Fi	One Time/ EA	$1,049.99
Cradlepoint/ Ericsson	L950-C7-1Y	BBA3-0950C7A-NC-1Y	4G Branch Adapters No Wi-Fi-1Y	Monthly/ 12 months	$94.28
Cradlepoint/ Ericsson	L950-C7-2Y	BBA3-0950C7A-NC-2Y	4G Branch Adapters No Wi-Fi-2Y	Monthly/ 24 months	$50.61
Cradlepoint/ Ericsson	L950-C7-3Y	BBA3-0950C7A-NC-3Y	4G Branch Adapters No Wi-Fi-3Y	Monthly/ 36 months	$36.72
Cradlepoint/ Ericsson	W1850-5G	BEA3-1850-5GC-GN	5G Branch Adapters No Wi-Fi	One Time/ EA	$1,834.03
Cradlepoint/ Ericsson	W1850-5G-1Y	BEA3-1850-5GC-GN-1Y	5G Branch Adapters No Wi-Fi-1Y	Monthly/ 12 months	$164.74
Cradlepoint/ Ericsson	W1850-5G - 2Y	BEA3-1850-5GC-GN-2Y	5G Branch Adapters No Wi-Fi-2Y	Monthly/ 24 months	$88.32
Cradlepoint/ Ericsson	W1850-5G - 3Y	BEA3-1850-5GC-GN-3Y	5G Branch Adapters No Wi-Fi-3Y	Monthly/ 36 months	$63.51
Cradlepoint/ Ericsson	W1855-5G	BEA3-1855-5GC-GN	5G Branch Adapters No Wi-Fi	One Time/ EA	$2,227.03
Cradlepoint/ Ericsson	W1855-5G-1Y	BEA3-1855-5GC-GN-1Y	5G Branch Adapters No Wi-Fi-1Y	Monthly/ 12 months	$200.46
Cradlepoint/ Ericsson	W1855-5G-2Y	BEA3-1855-5GC-GN-2Y	5G Branch Adapters No Wi-Fi-2Y	Monthly/ 24 months	$107.17
Cradlepoint/ Ericsson	W1855-5G-3Y	BEA3-1855-5GC-GN-3Y	5G Branch Adapters No Wi-Fi-3Y	Monthly/ 36 months	$76.41
Cradlepoint/ Ericsson	W4005-5G	BEA3-40055GB-GN	5G Branch Adapters No Wi-Fi	One Time/ EA	$3,930.07
Cradlepoint/ Ericsson	W4005-5G-1Y	BEA3-40055GB-GN-1Y	5G Branch Adapters No Wi-Fi-1Y	Monthly/ 12 months	$353.30
Cradlepoint/ Ericsson	W4005-5G-2Y	BEA3-40055GB-GN-2Y	5G Branch Adapters No Wi-Fi-2Y	Monthly/ 24 months	$189.55
Cradlepoint/ Ericsson	W4005-5G-3Y	BEA3-40055GB-GN-3Y	5G Branch Adapters No Wi-Fi-3Y	Monthly/ 36 months	$134.96
Cradlepoint/ Ericsson	E100-C7	BKA3-0100C7C-GN	4G Branch/Small Office Routers Primary	One Time/ EA	$1,462.85
Cradlepoint/ Ericsson	E100-C7-1Y	BKA3-0100C7C-GN-1Y	4G Branch/Small Office Routers Primary1Y	Monthly/ 12 months	$131.99
Cradlepoint/ Ericsson	E100-C7-2Y	BKA3-0100C7C-GN-2Y	4G Branch/Small Office Routers Primary2Y	Monthly/ 24 months	$70.46
Cradlepoint/ Ericsson	E100-C7-3Y	BKA3-0100C7C-GN-3Y	4G Branch/Small Office Routers Primary3Y	Monthly/ 36 months	$50.61
Cradlepoint/ Ericsson	E100-5G	BKA3-01005GC-GN	4G Branch/Small Office Routers Primary	One Time/ EA	$1,981.90
Cradlepoint/ Ericsson	E100-5G-1Y	BKA3-01005GC-GN-1Y	4G Branch/Small Office Routers Primary1Y	Monthly/ 12 months	$178.63

Mfr	Mfr Product #/	Granite Product #	Product Name/Description	UOI	GSA Price
Cradlepoint/ Ericsson	E100-5G-2Y	BKA3-01005GC-GN-2Y	4G Branch/Small Office Routers Primary2Y	Monthly/ 24 months	$95.26
Cradlepoint/ Ericsson	E100-5G-3Y	BKA3-01005GC-GN-3Y	4G Branch/Small Office Routers Primary3Y	Monthly/ 36 months	$68.47
Cradlepoint/ Ericsson	E300-C7	BFA3-0300C7C-GN	4G Branch/Small Office Routers Primary	One Time/ EA	$2,183.37
Cradlepoint/ Ericsson	E300-C7-1Y	BFA3-0300C7C-GN-1Y	4G Branch/Small Office Routers Primary1Y	Monthly/ 12 months	$196.49
Cradlepoint/ Ericsson	E300-C7-2Y	BFA3-0300C7C-GN-2Y	4G Branch/Small Office Routers Primary2Y	Monthly/ 24 months	$105.19
Cradlepoint/ Ericsson	E300-C7-3Y	BFA3-0300C7C-GN-3Y	4G Branch/Small Office Routers Primary3Y	Monthly/ 36 months	$75.42
Cradlepoint/ Ericsson	E300-5G	BFA3-03005GB-GN	5G Branch Routers Primary	One Time/ EA	$2,882.05
Cradlepoint/ Ericsson	E300-5G-1Y	BFA3-03005GB-GN-1Y	5G Branch Routers Primary-1Y	Monthly/ 12 months	$259.02
Cradlepoint/ Ericsson	E300-5G-2Y	BFA3-03005GB-GN-2Y	5G Branch Routers Primary-2Y	Monthly/ 24 months	$138.93
Cradlepoint/ Ericsson	E300-5G-3Y	BFA3-03005GB-GN-3Y	5G Branch Routers Primary-3Y	Monthly/ 36 months	$99.23
Cradlepoint/ Ericsson	E3000-5G	BFA3-30005GB-GN	5G Branch Routers Primary	One Time/ EA	$3,231.39
Cradlepoint/ Ericsson	E3000-5G-1Y	BFA3-30005GB-GN-1Y	5G Branch Routers Primary-1Y	Monthly/ 12 months	$290.78
Cradlepoint/ Ericsson	E3000-5G-2Y	BFA3-30005GB-GN-2Y	5G Branch Routers Primary-2Y	Monthly/ 24 months	$155.81
Cradlepoint/ Ericsson	E3000-5G-3Y	BFA3-30005GB-GN-3Y	5G Branch Routers Primary-3Y	Monthly/ 36 months	$111.14
Cradlepoint/ Ericsson	IBR600-150M	TBA3-600C150M-NN	4G Mobile/IoT Routers	One Time/ EA	$685.77
Cradlepoint/ Ericsson	IBR600-150M-1Y	TBA3-600C150M-NN-1Y	4G Mobile/IoT Routers-1Y	Monthly/ 12 months	$62.52
Cradlepoint/ Ericsson	IBR600-150M-2Y	TBA3-600C150M-NN-2Y	4G Mobile/IoT Routers-2Y	Monthly/ 24 months	$33.73
Cradlepoint/ Ericsson	IBR600-150M-3Y	TBA3-600C150M-NN-3Y	4G Mobile/IoT Routers-3Y	Monthly/ 36 months	$23.81
Cradlepoint/ Ericsson	IBR650-150M	TBA3-650C150M-NN	4G Mobile/IoT Routers	One Time/ EA	$636.15
Cradlepoint/ Ericsson	IBR650-150M-1Y	TBA3-650C150M-NN-1Y	4G Mobile/IoT Routers-1Y	Monthly/ 12 months	$57.55
Cradlepoint/ Ericsson	IBR650-150M-2Y	TBA3-650C150M-NN-2Y	4G Mobile/IoT Routers-2Y	Monthly/ 24 months	$30.76
Cradlepoint/ Ericsson	IBR650-150M-3Y	TBA3-650C150M-NN-3Y	4G Mobile/IoT Routers-3Y	Monthly/ 36 months	$21.82
Cradlepoint/ Ericsson	S700-150M-NA	TBA3-0700C4D-NA	4G Mobile/IoT Routers	One Time/ EA	$651.03
Cradlepoint/ Ericsson	S700-150M-1	TBA3-0700C4D-NA-1Y	4G Mobile/IoT Routers-1Y	Monthly/ 12 months	$58.55

Mfr	Mfr Product #/	Granite Product #	Product Name/Description	UOI	GSA Price
Cradlepoint/ Ericsson	S700-150M-2	TBA3-0700C4D-NA-2Y	4G Mobile/IoT Routers-2Y	Monthly/ 24 months	$31.75
Cradlepoint/ Ericsson	S700-150M-3	TBA3-0700C4D-NA-3Y	4G Mobile/IoT Routers-3Y	Monthly/ 36 months	$22.82
Cradlepoint/ Ericsson	S750-150M-NA	TBA3-0750C4D-NA	4G Mobile/IoT Routers	One Time/ EA	$601.41
Cradlepoint/ Ericsson	S750-150M-1	TBA3-0750C4D-NA-1Y	4G Mobile/IoT Routers-1Y	Monthly/ 12 months	$54.58
Cradlepoint/ Ericsson	S750-150M-2	TBA3-0750C4D-NA-2Y	4G Mobile/IoT Routers-2Y	Monthly/ 24 months	$29.76
Cradlepoint/ Ericsson	S750-150M-3	TBA3-0750C4D-NA-3Y	4G Mobile/IoT Routers-3Y	Monthly/ 36 months	$20.84
Cradlepoint/ Ericsson	S700-150M-NN	TBA3-0700C4D-NN	4G Mobile/IoT Routers	One Time/ EA	$685.77
Cradlepoint/ Ericsson	S700-150M-1Y	TBA3-0700C4D-NN-1Y	4G Mobile/IoT Routers-1Y	Monthly/ 12 months	$62.52
Cradlepoint/ Ericsson	S700-150M-2Y	TBA3-0700C4D-NN-2Y	4G Mobile/IoT Routers-2Y	Monthly/ 24 months	$33.73
Cradlepoint/ Ericsson	S700-150M-3Y	TBA3-0700C4D-NN-3Y	4G Mobile/IoT Routers-3Y	Monthly/ 36 months	$23.81
Cradlepoint/ Ericsson	S750-150M-NN	TBA3-0750C4D-NN	4G Mobile/IoT Routers	One Time/ EA	$636.15
Cradlepoint/ Ericsson	S750-150M-1Y	TBA3-0750C4D-NN-1Y	4G Mobile/IoT Routers-1Y	Monthly/ 12 months	$57.55
Cradlepoint/ Ericsson	S750-150M-2Y	TBA3-0750C4D-NN-2Y	4G Mobile/IoT Routers-2Y	Monthly/ 24 months	$30.76
Cradlepoint/ Ericsson	S750-150M-3Y	TBA3-0750C4D-NN-3Y	4G Mobile/IoT Routers-3Y	Monthly/ 36 months	$21.82
Cradlepoint/ Ericsson	IBR900-600M-NN	TCA3-0900600M-NN	4G Mobile/IoT Routers	One Time/ EA	$1,359.64
Cradlepoint/ Ericsson	IBR900-600M-1Y	TCA3-0900600M-NN-1Y	4G Mobile/IoT Routers-1Y	Monthly/ 12 months	$123.05
Cradlepoint/ Ericsson	IBR900-600M-2Y	TCA3-0900600M-NN-2Y	4G Mobile/IoT Routers-2Y	Monthly/ 24 months	$65.49
Cradlepoint/ Ericsson	IBR900-600M-3Y	TCA3-0900600M-NN-3Y	4G Mobile/IoT Routers-3Y	Monthly/ 36 months	$46.64
Cradlepoint/ Ericsson	IBR900-1200M-NN	TCA3-0900120B-NN	4G Mobile/IoT Routers	One Time/ EA	$1,493.62
Cradlepoint/ Ericsson	IBR900-1200M-1Y	TCA3-0900120B-NN-1Y	4G Mobile/IoT Routers-1Y	Monthly/ 12 months	$134.96
Cradlepoint/ Ericsson	IBR900-1200M-2Y	TCA3-0900120B-NN-2Y	4G Mobile/IoT Routers-2Y	Monthly/ 24 months	$72.44
Cradlepoint/ Ericsson	IBR900-1200M-3Y	TCA3-0900120B-NN-3Y	4G Mobile/IoT Routers-3Y	Monthly/ 36 months	$51.60
Cradlepoint/ Ericsson	R920-C7-NN	TCA3-0920-C7A-NN	4G Mobile/IoT Routers	One Time/ EA	$1,359.64
Cradlepoint/ Ericsson	R920-C7-1	TCA3-0920-C7A-NN-1Y	4G Mobile/IoT Routers-1Y	Monthly/ 12 months	$123.05

Mfr	Mfr Product #/	Granite Product #	Product Name/Description	UOI	GSA Price
Cradlepoint/ Ericsson	R920-C7-2	TCA3-0920-C7A-NN-2Y	4G Mobile/IoT Routers-2Y	Monthly/ 24 months	$65.49
Cradlepoint/ Ericsson	R920-C7-3	TCA3-0920-C7A-NN-3Y	4G Mobile/IoT Routers-3Y	Monthly/ 36 months	$46.64
Cradlepoint/ Ericsson	R920-C7-NA	MAA3-0920-C7A-NA	4G Mobile/IoT Routers	One Time/ EA	$1,524.38
Cradlepoint/ Ericsson	R920-C7-1Y	MAA3-0920-C7A-NA-1Y	4G Mobile/IoT Routers-1Y	Monthly/ 12 months	$136.95
Cradlepoint/ Ericsson	R920-C7-2Y	MAA3-0920-C7A-NA-2Y	4G Mobile/IoT Routers-2Y	Monthly/ 24 months	$73.43
Cradlepoint/ Ericsson	R920-C7-3Y	MAA3-0920-C7A-NA-3Y	4G Mobile/IoT Routers-3Y	Monthly/ 36 months	$52.59
Cradlepoint/ Ericsson	IBR1700-600M-NA	MAA3-1700600M-NA	4G Mobile/IoT Routers	One Time/ EA	$2,060.30
Cradlepoint/ Ericsson	IBR1700-600M-1Y	MAA3-1700600M-NA-1Y	4G Mobile/IoT Routers-1Y	Monthly/ 12 months	$185.58
Cradlepoint/ Ericsson	IBR1700-600M-2Y	MAA3-1700600M-NA-2Y	4G Mobile/IoT Routers-2Y	Monthly/ 24 months	$99.23
Cradlepoint/ Ericsson	IBR1700-600M-3Y	MAA3-1700600M-NA-3Y	4G Mobile/IoT Routers-3Y	Monthly/ 36 months	$70.46
Cradlepoint/ Ericsson	IBR1700-1200M-NA	MAA3-1700120B-NA	4G Mobile/IoT Routers	One Time/ EA	$2,297.50
Cradlepoint/ Ericsson	IBR1700-1200M-1Y	MAA3-1700120B-NA-1Y	4G Mobile/IoT Routers-1Y	Monthly/ 12 months	$206.42
Cradlepoint/ Ericsson	IBR1700-1200M-2Y	MAA3-1700120B-NA-2Y	4G Mobile/IoT Routers-2Y	Monthly/ 24 months	$111.14
Cradlepoint/ Ericsson	IBR1700-1200M-3Y	MAA3-1700120B-NA-3Y	4G Mobile/IoT Routers-3Y	Monthly/ 36 months	$79.39
Cradlepoint/ Ericsson	R1900-5G	MBA3-19005GB-GA	5G Mobile/IoT Routers	One Time/ EA	$2,707.38
Cradlepoint/ Ericsson	R1900-5G-1Y	MBA3-19005GB-GA-1Y	5G Mobile/IoT Routers-1Y	Monthly/ 12 months	$243.14
Cradlepoint/ Ericsson	R1900-5G-2Y	MBA3-19005GB-GA-2Y	5G Mobile/IoT Routers-2Y	Monthly/ 24 months	$130.01
Cradlepoint/ Ericsson	R1900-5G-3Y	MBA3-19005GB-GA-3Y	5G Mobile/IoT Routers-3Y	Monthly/ 36 months	$93.28
Cradlepoint/ Ericsson	R2105-5G-GA	TCA3-2105-5GB-GA	5G Mobile/IoT Routers	One Time/ EA	$2,523.78
Cradlepoint/ Ericsson	R2105-5G-1	TCA3-2105-5GB-GA-1Y	5G Mobile/IoT Routers-1Y	Monthly/ 12 months	$227.26
Cradlepoint/ Ericsson	R2105-5G-2	TCA3-2105-5GB-GA-2Y	5G Mobile/IoT Routers-2Y	Monthly/ 24 months	$122.07
Cradlepoint/ Ericsson	R2105-5G-3	TCA3-2105-5GB-GA-3Y	5G Mobile/IoT Routers-3Y	Monthly/ 36 months	$86.34
Cradlepoint/ Ericsson	R2155-5G-GA	TCA3-2155-5GB-GA	5G Mobile/IoT Routers	One Time/ EA	$2,349.11
Cradlepoint/ Ericsson	R2155-5G-1	TCA3-2155-5GB-GA-1Y	5G Mobile/IoT Routers-1Y	Monthly/ 12 months	$211.39

Mfr	Mfr Product #/	Granite Product #	Product Name/Description	UOI	GSA Price
Cradlepoint/ Ericsson	R2155-5G-2	TCA3-2155-5GB-GA-2Y	5G Mobile/IoT Routers-2Y	Monthly/ 24 months	$113.13
Cradlepoint/ Ericsson	R2155-5G-3	TCA3-2155-5GB-GA-3Y	5G Mobile/IoT Routers-3Y	Monthly/ 36 months	$80.38
Cradlepoint/ Ericsson	R2105-5G	MBA3-2105-5GB-GA	5G Mobile/IoT Routers	One Time/ EA	$3,048.78
Cradlepoint/ Ericsson	R2105-5G-1Y	MBA3-2105-5GB-GA-1Y	5G Mobile/IoT Routers-1Y	Monthly/ 12 months	$273.90
Cradlepoint/ Ericsson	R2105-5G-2Y	MBA3-2105-5GB-GA-2Y	5G Mobile/IoT Routers-2Y	Monthly/ 24 months	$146.87
Cradlepoint/ Ericsson	R2105-5G-3Y	MBA3-2105-5GB-GA-3Y	5G Mobile/IoT Routers-3Y	Monthly/ 36 months	$104.20
Cradlepoint/ Ericsson	R2155-5G	MBA3-2155-5GB-GA	5G Mobile/IoT Routers	One Time/ EA	$2,874.11
Cradlepoint/ Ericsson	R2155-5G-1Y	MBA3-2155-5GB-GA-1Y	5G Mobile/IoT Routers-1Y	Monthly/ 12 months	$259.02
Cradlepoint/ Ericsson	R2155-5G-2Y	MBA3-2155-5GB-GA-2Y	5G Mobile/IoT Routers-2Y	Monthly/ 24 months	$138.93
Cradlepoint/ Ericsson	R2155-5G-3Y	MBA3-2155-5GB-GA-3Y	5G Mobile/IoT Routers-3Y	Monthly/ 36 months	$98.25
Cradlepoint/ Ericsson	R500-C7	TDA3-0500C7C-NN	CBRS w/3 Yr NetCloud Advanced	One Time/ EA	$726.46
Cradlepoint/ Ericsson	R500-C7-1Y	TDA3-0500C7C-NN-1Y	CBRS w/3 Yr NetCloud Advanced-1Y	Monthly/ 12 months	$65.49
Cradlepoint/ Ericsson	R500-C7-2Y	TDA3-0500C7C-NN-2Y	CBRS w/3 Yr NetCloud Advanced-2Y	Monthly/ 24 months	$35.72
Cradlepoint/ Ericsson	R500-C7-3Y	TDA3-0500C7C-NN-3Y	CBRS w/3 Yr NetCloud Advanced-3Y	Monthly/ 36 months	$25.79

SIN 54151ECOM

Service	Service Description	Term	UOI	GSA Price
Additional E911 Registration	An additional E911 registration for customers needing additional dispatchable locations assigned to individual DIDs on their Granite Business SIP Trunk or Hosted PBX service to be registered for e911. This can include additional location information such as floor, room, campus building, area of building / floor (cafeteria, gym, northeast corner), etc. Line(s) to be registered and address(es) that the line(s) should be registered and included when requesting additional registrations.	Monthly	EA	$1.47
Fax2Mail, offered as Standard version and available in HIPAA/ PCI compliant version, is a digital fax service with password encryption that supports high-volume and long-form faxing. Users can easily exchange faxes within email applications. All charges are per line. This package includes inbound and outbound faxing, with a monthly allowance of 75 pages.				
Fax2Mail - Inbound & Outbound		MRC	EA	$7.85
Fax2Mail - Outbound Only		MRC	EA	$4.90
Fax2Mail - Set-Up Fee. One-time set-up fee per user		One Time	EA	$3.93
Fax2Mail - Overage Allowance. Per-page overage rate for Fax2Mail service.		Per Page	EA	$0.08

Service	Service Description	Term	UOI	GSA Price
Granite's **Voice over Cable (VOC)** service, part of the Granite Merged Voice product suite, delivers digital voice to an Embedded Media Terminal Adaptor (eMTA) for POTS devices, reducing and eliminating infrastructure change. Includes unlimited local and LD calling usage; international usage not included. Granite's VOC offers a multitude of calling features and can present significant cost savings versus traditional POTS lines. VOC is delivered over a broadband circuit providing a robust solution that works with your existing phone equipment. Includes the following features. Supports ported in telephone numbers, Unlimited local and long distance, Call forwarding, Call transfer, Directory Listing, Caller ID, Hunting (12, 24, or 36 Months). Prequal required to determine availability of service and features. Additional features may be available based on location. Additional fees, surcharges and regulatory fees may apply.				
Voice Over Cable		Monthly	EA	$39.28
VoC Installation 12 months		One Time	EA	$196.46
VoC Installation 24 Months		One Time	EA	$97.35
VoC Installation 36 Months		One Time	EA	NSP
Microsoft Teams Direct Routing	Employing Granite's Business SIP trunking, Direct Routing (DR) allows interconnection of the PSTN with your Microsoft cloud-based phone system, facilitating calls between Teams users and mobile or fixed line telephone subscribers anywhere in the world. Teams DR is recommended for customers with over 25 end users and the ability to maintain the Phone System add-on feature.	Monthly	EA	$11.78
Government Unlimited Tablet Data Plan	The Unlimited Tablet Data Plan includes unlimited cellular data on tablet devices per month. Granite's Tablet Plan offers all 4 major US and multiple Canadian/International Mobile Operators available on one platform. Granite's price includes its dedicated Premier support team that helps our customers manage their data usage through Cross Carrier Pooling, Proactive alerts, and the ability to customize billing and provide customized reports.	Monthly	EA	$29.46
Toll Free Service	A toll-free telephone number is a telephone number with distinct three-digit codes that is billed for all arriving calls instead of incurring charges to the originating telephone subscriber.	Monthly	EA	$12.72

Service Name and Description	Term	UOI	Annual GSA Price	Monthly GSA Price
Granite **SD-WAN Premise Based**: An SD-WAN solution with a max bandwidth per location. Unified threat management security service included. The SD-WAN Solution is fully managed by Granite Guardian, powered by Fortinet.				
Premise-based Unified Security Small Branch - max bandwidth of 200 Mbps per location.	Monthly/ Annual	EA	$1,400.86	$124.16
Premise-based Unified Security Medium Branch - max bandwidth of 500 Mbps per location.	Monthly/ Annual	EA	$1,252.52	$110.61
Premise-based Unified Security XL Branch - max bandwidth of 700 Mbps per location.	Monthly/ Annual	EA	$1,519.72	$135.03
Premise-based Unified Security Large Branch - max bandwidth of 1000 Mbps per location.	Monthly/ Annual	EA	$4,084.69	$369.46
Premise-based Unified Security HQ - max bandwidth of 1500 Mbps per location.	Monthly/ Annual	EA	$6,261.61	$560.69
Premise-based Unified Security Data Center- max bandwidth of 1500 Mbps per location.	Monthly/ Annual	EA	$11,316.88	$1,022.73
Premise-based Unified Security Large DC- max bandwidth of 5000 Mbps per location.	Monthly/ Annual	EA	$10,201.89	$920.82

Service Name and Description	Term	UOI	Annual GSA Price	Monthly GSA Price
Granite **SD-WAN Cloud-based**: An SD-WAN solution with a max bandwidth per location. Content filtering and auto-vpn technology included. Solution fully managed by Granite Guardian, powered by Cisco Meraki.				
Cloud-based Rapid Deployment Small Branch - max bandwidth of 100 Mbps per location.	Monthly/ Annual	EA	$1,494.18	$132.69
Cloud-based Rapid Deployment Medium Branch - max bandwidth of 200 Mbps per location.	Monthly/ Annual	EA	$1,721.11	$153.43
Cloud-based Rapid Deployment XL Branch - max bandwidth of 300 Mbps per location.	Monthly/ Annual	EA	$2,434.31	$218.62
Cloud-based Rapid Deployment Large Branch - max bandwidth of 320 Mbps per location.	Monthly/ Annual	EA	$3,179.92	$286.77
Cloud-based Rapid Deployment HQ - max bandwidth of 650 Mbps per location.	Monthly/ Annual	EA	$8,248.94	$742.33
Cloud-based Rapid Deployment Data Center - a max bandwidth of 2000 Mbps per location.	Monthly/ Annual	EA	$14,732.57	$1,334.92
Cloud-based Rapid Deployment Large DC - a max bandwidth of 4000 Mbps per location.	Monthly/ Annual	EA	$27,699.82	$2,520.11
Cloud-based Switching 8 Port - A cloud-based switching port that has 8 LAN ports available to provide Layer 2 access.	Monthly/ Annual	EA	$585.49	$52.74
Cloud-based Switching 8 Port POE - A cloud-based switching port that has 8 LAN ports available and is powered by ethernet cables to deliver data transmission.	Monthly/ Annual	EA	$905.74	$82.01
Cloud-based Switching 24 Port - A cloud-based switching port that has 24 LAN ports available to provide Layer 2 access.	Monthly/ Annual	EA	$1,344.86	$121.37
Cloud-based Switching 24 Port POE - A cloud-based switching port that has 24 LAN ports available and is powered by ethernet cables to deliver data transmission.	Monthly/ Annual	EA	$1,960.81	$177.67
Cloud-based Switching 48 Port - A cloud-based switching port that has 48 LAN ports available to provide Layer 2 access.	Monthly/ Annual	EA	$2,282.04	$206.63
Cloud-based Switching 48 Port POE - A cloud-based switching port that has 48 LAN ports available and is powered by ethernet cables to deliver data transmission.	Monthly/ Annual	EA	$3,471.69	$315.37

Service Name and Description		UOI	GSA Price
IP Block - /30	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /30, the end-user will have 2 usable IP addresses in the block.	EA	NSP
IP Block - /29	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /29, the end-user will have 6 usable IP addresses in the block.	EA	$24.56
IP Block - /28	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /28, the end-user will have 14 usable IP addresses in the block.	EA	$34.38
IP Block - /27	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /27, the end-user will have 30 usable IP addresses in the block.	EA	$49.12
IP Block - /26	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /26, the end-user will have 62 usable IP addresses in the block.	EA	$73.68

Service Name and Description		UOI	GSA Price
IP Block - /25	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /25, the end-user will have 126 usable IP addresses in the block.	EA	$98.24
IP Block - /24	A device's IP address allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. In a /24, the end-user will have 254 usable IP addresses in the block.	EA	$162.09
Multiprotocol Label Switching (MPLS) is a scalable and protocol-independent routing technique in telecommunications networks that directs data from one node to the next based on short path labels rather than long network addresses, thus avoiding complex lookups in a routing table and speeding traffic flows. The labels identify virtual links (paths) between distant nodes rather than endpoints. MPLS can encapsulate packets of various network protocols, hence the "multiprotocol" reference on its name. MPLS supports a range of access technologies, including T1/E1, ATM, Frame Relay, and DSL.			
MPLS Access Activation Fee		EA	$2,455.92
MPLS Access 5 Mbps		EA	$789.13
MPLS Access 10 Mbps		EA	$1,063.86
MPLS Access 20 Mbps		EA	$1,357.31
MPLS Access 50 Mbps		EA	$2,029.55
MPLS Access 100 Mbps		EA	$2,792.47
MPLS Access 200 Mbps		EA	$5,135.30
MPLS Access 500 Mbps		EA	$7,058.89
MPLS Access 1 Gbps		EA	$11,922.10

Service Name and Description		UOI	GSA Price
Remote Call Forwarding (RCF)	Remote Call Forwarding is a Class of Service that allows a telephone line that is set up to automatically forward an incoming call from one telephone number to another. The "forward to" number can be anywhere, but there are some LEC restrictions for forwarding to TFNs, etc. RCF allows a customer to establish a "local" presence in almost any location just by having a local phone number, even if the customer does not have a physical location in that area. RCF is a one-way service that is installed at the ILEC central office and not on the customer premises that can be equipped with multiple call paths. This means that more than one call at a time can be forward.	EA	$19.64
Audio Conferencing	Standalone audio-conferencing solution for up to 300 attendees with toll and toll-free number provided. Includes call my phone, Global HD audio across 160 point of presence and 60+ countries, and Host portal. (Per minute)	EA	$.048
Domestic toll-free dial-in Transport	A telephone number that is billed for arriving calls instead of charging the originating telephone subscriber. (Per minute)	EA	$.048
Canada toll-free dial-in Transport	A telephone number that is billed for arriving calls instead of charging the originating telephone subscriber. (Per minute)	EA	$.048
Hosted PBX	A hosted private branch exchange is a telephone exchange system built, delivered, and managed by a third-party service provider. Hosted PBX is an IP-based telephony solution provisioned and accessed entirely through the Internet. Hosted PBX is offered in three different seat options - base, business and executive - and are differentiated by the number of features.	EA	$14.73
Base Seat	The base level is the introductory seat of the Hosted PBX. The standard base seat features are: Call Forwarding, Call Waiting, Call Transfer, Call Pickup Groups, Speed Dials, Short Codes, Intercom Dialing, 3-Way Calling, Call Park, Paging via an IP Phone, Line State Monitoring, Directed	EA	$12.76

Service Name and Description		UOI	GSA Price
	Call Pick up, CommPortal access, Call Screening Features, SimRing and Music on Hold.		
Business Seat	The business seat is the next level of the Hosted PBX. The Business features include all features included in the base seat as well as the following: Voicemail, Incoming Call Manager, Find Me Follow Me, Voicemail with Fax, Accession Communicator, and Music on Hold.	EA	$15.71
Executive Seat	The executive seat is the highest level of seats for Hosted PBX. The Executive Seat features all base seat features as well as the following: Incoming Call Manager, Find Me Follow Me, Accession Communicator and Music on Hold.	EA	$24.55
Call Path	A logical connection over IP that allows a SIP based VOIP call (inbound or outbound) to be established with Granite's MetaSwitch. Can be ordered individually starting at one. For each active call, a call path is deducted from the configured amount of call paths allowed until that call is disconnected	EA	$4.91
Hot Desking	Allows logging in and out of a desktop phone for agent-based features and extension mobility within a facility.	EA	$4.90
Granite's **Call Recording services** (Basic Call Recording, Compliance Call Recording, and Monitored Call Recording). Storage is built at the business group level and pooled across all locations/ departments. Purchase of a Call Recording Service is contingent upon the purchase of a HPBX service from Granite.			
Call Recording 100 MB Storage		Monthly	$2.95
Call Recording 300 MB Storage		Monthly	$4.91
Call Recording 500 MB Storage		Monthly	$6.88
Call Recording 1 GB Storage		Monthly	$9.82
Call Recording 10 GB Storage		Monthly	$14.74
Call Recording 50 GB Storage		Monthly	$24.56
Voicemail Transcription	Enables voicemail messages to be transcribed and sent as an email and/ or viewable in Commportal.	EA	$4.91
Voicemail (Stand Alone)	A voicemail box that is not tied to a user's extension. Typically assigned to a main number as a general mailbox for inbound calls.	EA	$16.69
Easy Auto Attendant (Stand Alone)	A single level call tree that allows advanced routing features and initial call servicing to inbound callers by pressing 0-9 on their phone. Also allows agencies to define separate menus to be played during and outside of normal business hours.	EA	$15.23
Premium Auto Attendant (Stand Alone)	A multi-level call tree that allows advanced routing features and initial call servicing to inbound callers by pressing 0-9 on their phone with multiple submenus for each option. Also allows more control over scheduling by providing more advanced time options over during and outside of business hours with a configurable option to transfer directly to voicemail.	EA	$27.02
Easy Auto Attendant	A single level call tree that allows advanced routing features and initial call servicing to inbound callers by pressing 0-9 on their phone. Also allows agencies to define separate menus to be played during and outside of normal business hours.	EA	$7.86
Premium Auto Attendant	A multi-level call tree that allows advanced routing features and initial call servicing to inbound callers by pressing 0-9 on their phone with multiple submenus for each option. Also allows more control over scheduling by providing more advanced time options over during and outside of business hours with a configurable option to transfer directly to voicemail.	EA	$19.65
Pilot TN for MLHG	A main DID that routes calls to a predetermined list of extensions configured in a multi-line hunt group.	EA	$7.37

Service Name and Description		UOI	GSA Price
Directory Assistance	Operator assisted service used to find a telephone number. (per call)	EA	$5.88
Basic Call Recording	The ability to record inbound calls on an individual extension to off-site cloud storage. Storage priced separately. (per seat)	EA	$14.74
Compliance Call Recording	The ability to record inbound calls on an individual extension to off-site cloud storage that adheres to compliance standards, such as HIPPA. Storage priced separately. (per seat)	EA	$34.38
Monitored Call Recording	The ability to record inbound calls on an individual extension to off-site cloud storage with additional features such as speech analytics, screen recording, live monitoring, and agent evaluation. Storage priced separately. (per seat)	EA	$54.03
Phone Set up Installation	Installation of Hosted PBX from Granite by a trained professional technician for additional phones.	EA	$24.56
Hosted PBX Installation	Installation of Hosted PBX from Granite by a trained professional technician. Install and test one Granite provided router, switch or Integrated Access Device (IAD) with the installation of 4 digital IP Phones. The technician will arrive at the designated site, make contact and confirm arrival with the LCON. The technician will then locate the designated work area and the Customer Premise Equipment (CPE) and any additional peripherals ls required for completion of the installation. The technician will also conduct a visual inspection of the CPE and peripherals to ensure compatibility and serviceability of all required items. The technician will then install and test one Granite provided and preconfigured router and/or switch in the designated location or demarcation point (D-marc) or Minimum Point of Entry (MPOE). If the D-marc needs to be extended or any additional work is required, the work will be billed at the established Time & Materials rates. Standard rate includes only an hour of labor. After the first hour, an additional fee of $125 per hour in 30-minute increments will be charged. Ranges from standard handset installation at user desks to router and PoE switch installation and cabling, if needed. Cabling and router/switch install are ICB.	EA	$292.75
Granite's Data, Hotspot, and Tablet Plan offers all 4 major US and multiple Canadian/ International Mobile Operators available on one platform. Granite's price includes its dedicated Premier support team that helps our customers manage their data usage through Cross Carrier Pooling, Proactive alerts and the ability to customize billing and provide customized reports.			
Government 5 GB - Pooled Plan - Data, Hotspot, and Tablet. The 5GB pooled plan includes 5GB of data per month, which may be shared by all users on the account.		EA	$58.93
Government 1 GB - Pooled Plan - Data, Hotspot, and Tablet The 1GB pooled plan includes 1GB of data per month, which may be shared by all users on the account		EA	$29.46
Granite's Smartphone and Basic Phone Plan offers all 4 major US and multiple Canadian/ International Mobile Operators available on one platform. Granite's price includes its dedicated Premier support team that helps our customers manage their data usage through Cross Carrier Pooling, Proactive alerts and the ability to customize billing and provide customized reports.			
Government Basic Phone - 100 MB Pooled Plan Smartphone and Basic Phone Only - The 100MB pooled plan includes 100MB of data per month, which may be shared by all users on the account.		EA	$19.64
Government 2 GB - Pooled Plan - Smart phone and Basic Phone Only - The 2GB pooled plan includes 2GB of data per month, which may be shared by all users on the account.		EA	$39.28

Service Name and Description		UOI	GSA Price
Government 4 GB - Pooled Plan - Smart phone and Basic Phone Only - The 4GB pooled plan includes 4GB of data per month, which may be shared by all users on the account.		EA	$49.11
Government 2 GB - Non-Pooled Plan - Smart phone and Basic Phone Only - The 2GB pooled plan includes 2GB of data per month for an individual device, under this data plan the data cannot be shared by all users on the account.		EA	$18.66
Mobility Overage Protection Plan (Noverage)	NOverage allows customers to have Granite automatically upgrade their plans to avoid overage charges. Granite Telecommunications, LLC ("Granite") will monitor data usage for the purpose of implementing plan revisions to accommodate increased usage and optimize Customer's cost. Customer's Mobility Services plans will be revised, by Granite, to increase data allowance and avoid overages. Enrollment within the Overage Protection Plan requires inclusion of all of Customer's Mobility Services. Customer will not incur a Service Order Charge for plan revisions made in accordance with the Overage Protection Plan.	Monthly /EA	$1.95
SIP Call Paths are the logical connectivity for an individual call, either inbound or outbound, to be established with an end user of a Session Initiated Protocol Voice over Internet Protocol service provider and the calling/called party across the Public Switched Telephone Network. These can be requested in quantities of one with no predetermined maximum limit. When ordered to a single customer and configured on the customer's IP PBX, it is known as a SIP Trunk with the quantity SIP Call Paths, also known as Concurrent Call Paths, configured for that individual customer. **Includes local calling.			
SIP Call Paths: 0 - 100		EA	$9.81
SIP Call Paths: 101 - 200		EA	$9.81
SIP Call Paths: 201 - 300		EA	$9.81
SIP Call Paths: 301 - 400		EA	$9.81
SIP Call Paths: 500+		EA	$9.81
Line Initiation Charge	Line Initiation Charge is a one-time fee charged for establishing a SIP Trunk between a customer and Granite.	EA	$24.56
DID	Direct Inward Dial numbers are telephone numbers that can be assigned to end users on a Private Branch Exchange of a customer that subscribes to a trunking service to access the PSTN. These numbers are globally unique and allow inbound calling to be delivered to users of a PBX individually or as a primary pilot number within the PBX to reach a hunt group or an auto attendant. DID numbers can be ordered individually but are usually ordered in blocks of 20/100.	EA	$0.29
SIP CommPortal	Granite's SIP Portal is an online tool that can be accessed from a web browser by a SIP Trunking customer, usually a telephony system administrator, for DID configuration and routing and call analytics on the SIP Trunking service.	EA	$3.93
SIP Bursting	A Burstable Call Path is the same as a regular call path in the sense that it provides a Granite SIP Trunking customer access to the PSTN over a SIP based VoIP connection. The difference is Bursting allows a customer to temporarily use more than the predetermined base number of concurrent call paths (CCP), at a rate up to 50% more. For example, if a customer subscribes to 10 CCPs, the 11th call, inbound or outbound, will receive a busy tone. When a customer subscribes to bursting, they are billed for the base quantity of 10 unless they have an event of higher-than-normal call volume. That 11th call, and up to 50% more than the base for a total of 15 CCPs, will be connected without the need for Granite's intervention. The amount of call paths that burst above the base number will be billed for the	EA	$9.82

Service Name and Description		UOI	GSA Price
	month in which they are used (in the example above a total of 11 will be billed) and return to the normally billed amount the following month.		
Truck Roll Setup Fee	A Truck Roll Fee is a one-time fee charged to install any necessary hardware needed to terminate the Granite provided SIP Trunking service. This fee is optional and only needed when a customer requests a dedicated access circuit for the bandwidth needed for SIP trunking service.	EA	$19.65
Direct Trunk Overflow	Direct Trunk Overflow is a feature of Granite's SIP trunking service that allows multiple customer PBX's the ability to act as primary and backup, load balanced pairs or separate individual objects with DID failover capabilities. DTO will allow the total number of call paths across all PBXs that have a configured SIP Trunk to be available to a single customer PBX if one should fail or lose access to the PSTN. Also, if one PBX fails or loses access to the PSTN, DID failover to the customer's other PBX is automatic without any intervention from Granite or the customer.	EA	$34.38
Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long-distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.			
Intralata Long Distance (per minute)		EA	$0.021
Interstate Long Distance (per minute)		EA	$0.019
Long Distance (LD) Package - 500 minutes		EA	$15.72
Long Distance (LD) Package - 1000 minutes		EA	$29.47
Long Distance (LD) Package - 2,500 minutes		EA	$68.77
Long Distance (LD) Package - 5,000 minutes		EA	$122.80
Long Distance (LD) Package - 10,000 minutes		EA	$235.77
Long Distance (LD) Package - 20,000 minutes		EA	$392.95
Long Distance (LD) Package - 50,000 minutes		EA	$835.01
Long Distance (LD) Package - 75,000 minutes		EA	$1,105.16
Long Distance (LD) Package - 100,000 minutes		EA	$1,277.08
Long Distance (LD) Package - 150,000 minutes		EA	$1,719.14
Long Distance (LD) Package - 200,000 minutes		EA	$2,112.09
Long Distance (LD) Package – Overages (per minute)		EA	$0.044
Granite Guardian Access Remediation			
Granite Guardian Access Remediation Proactive Ticketing IP Device - Customer is proactively alerted, and a ticket is opened in the event a network edge alert is triggered by IP PING (ICMP) monitoring 24/7. *Hardware and licensing sold separately.		Monthly/ EA	$9.82
Granite Guardian Access Remediation Advanced Monitoring Wireless Broadband and IoT - Proactive alerting & ticketing in the event of a network edge event is triggered via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics. *Hardware and licensing sold separately.		Monthly/ EA	$24.56
Granite Guardian Access Remediation Advanced Monitoring Access Circuit - Proactive alerting & ticketing in the event of a network edge event is triggered via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics. *Hardware and licensing sold separately.		Monthly/ EA	$29.47
Granite Guardian Access Remediation Advanced Monitoring Access Circuit and Customer Premises Equipment - Proactive alerting & ticketing in the event of a network edge event is triggered via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics. *Hardware and licensing sold separately.		Monthly/ EA	$39.29

Service Name and Description	UOI	GSA Price
Granite Guardian LAN Services - Proactive alerting & ticketing in the event of a network edge is triggered via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics and vendor/change management. Devices include any customer network device that is not a switch or access point inside the customer LAN.		
Granite Guardian LAN Services Proactive Ticketing General (non-Granite provided LAN equipment monitoring)	Monthly /EA	$9.82
Granite Guardian LAN Services Advanced Monitoring VoIP - Devices include customer or Granite provided VOIP endpoints inside the customer LAN that are capable of "SIP-PUBLISH" messaging.	Monthly/ EA	$1.47
Granite Guardian LAN Services Managed Switch 8 Port	Monthly/ EA	$14.74
Granite Guardian LAN Services Managed Switch 24 Port	Monthly/ EA	$24.56
Granite Guardian LAN Services Managed Switch 48 Port	Monthly/ EA	$34.38
Granite Guardian LAN Services Managed WiFi (first Device)	Monthly/ EA	$19.65
Granite Guardian LAN Services Managed WiFi (additional Devices after first)	Monthly/ EA	$9.82
Granite Guardian WAN Services - Proactive alerting & ticketing in the event of a network edge is triggered via SNMP/API 24/7 monitoring with access to a real time dashboard for analytics and vendor/change management. Devices include any customer network device that is not a switch or access point inside the customer LAN. *Hardware and licensing sold separately.		
Granite Guardian WAN Services Advanced Monitoring	Monthly / EA	$39.29
Granite Guardian WAN Services Managed WAN SD WAN Branch	Monthly / EA	$63.85
Granite Guardian WAN Services Managed WAN SD WAN Branch High Availability Option - For additional SD-WAN appliance in high availability configuration.	Monthly / EA	$34.38
Granite Guardian WAN Services Managed WAN SD WAN HQ Location	Monthly / EA	$196.47
Granite Guardian WAN Services Managed WAN SD WAN HQ Location High Availability Option - For additional SD-WAN appliance in high availability configuration.	Monthly / EA	$98.24
Granite Guardian Security Services VPN Client - Granite provided and managed Client VPN using Fortinet hardware and client software. Granite provided managed Firewall (listed above) is sold separately.	Monthly / EA	$14.74
A Granite Technician Dispatch subscription through Granite Guardian gives automated approval for a Granite tech to dispatch in the event of a service issue. Tech dispatches are to provide onsite troubleshooting services to configure devices such as routers, switches, firewalls, wireless controllers, access points, and other network hardware and troubleshoot network failures of Granite provided services.	Monthly / EA	$39.29
Granite Guardian Value-Add Services Technician Dispatch (Next Business Day) - A Granite Technician Dispatch subscription through Granite Guardian gives automated approval for a Granite tech to dispatch in the event of a service issue. Tech dispatches are to provide onsite troubleshooting services to configure devices such as routers, switches, firewalls, wireless controllers, access points, and other network hardware and troubleshoot network failures of Granite provided services.	Monthly / EA	$63.85
Granite Guardian Ticket Integration - Integration with customer management software, such as SolarWinds, to provide system to system updates for all monitored and managed options under	Monthly / EA	$3,438.29

Service Name and Description	UOI	GSA Price
the Guardian product suite. One time charge includes working with customer to write the proper API for integration with customer's system.		
Tier 1 Essential Network Monitoring (Broadband Only) - Tier 1 Essential Network Monitoring for monitoring services includes ping monitoring for basic network performance insights, 1 port edgeboot service for remote monitoring and troubleshooting.	Monthly / EA	$19.64
Tier 2 Enhanced Network Monitoring (All Access Types) - Tier 2 Enhanced Network Monitoring for advanced data analysis and system integration includes network telemetry for detailed performance analysis, 2 port edgeboot service for remote monitoring and troubleshooting, API access with Granite portals for custom integrations.	Monthly / EA	$34.37

Service Name and Description	UOI	Service Areas	Term	GSA Price
Nationwide Internet Services				
Nationwide Internet Tier 1 Minimum Download Speed = 3Mbps Minimum Upload Speed = 500 Kbps	Monthly	Nationwide	12 months	$82.94
Nationwide Internet Tier 2 Minimum Download Speed =10Mbps Minimum Upload Speed = 3Mbps	Monthly	Nationwide	12 months	$111.58
Nationwide Internet Tier 3 Minimum Download Speed =15Mbps Minimum Upload Speed = 5Mbps	Monthly	Nationwide	12 months	$133.30
Nationwide Internet Tier 4 Minimum Download Speed =25Mbps Minimum Upload Speed = 10Mbps	Monthly	Nationwide	12 months	$182.67
Nationwide Internet Tier 5 Minimum Download Speed =50Mbps Minimum Upload Speed = 10Mbps	Monthly	Nationwide	12 months	$185.63
Nationwide Internet Tier 6 Minimum Download Speed = 100Mbps Minimum Upload Speed = 10 Mbps	Monthly	Nationwide	12 months	$247.84
Nationwide Internet Tier 7 Minimum Download Speed = 200Mbps Minimum Upload Speed = 10Mbps	Monthly	Nationwide	12 months	$235.76
Nationwide Internet Tier 8 Minimum Download Speed = 500Mbps Minimum Upload Speed = 20Mbps	Monthly	Nationwide	12 months	$353.64
Nationwide Internet Tier 10 Minimum Download Speed = 1000Mbps Minimum Upload Speed = 35Mbps	Monthly	Nationwide	12 months	$501.00
Nationwide Internet Tier 2 Minimum Download Speed = 10 Mbps Minimum Upload Speed = 3Mbps	Monthly	Nationwide	36 months	$106.10
Nationwide Internet Tier 3 Minimum Download Speed = 15 Mbps Minimum Upload Speed = 5Mbps	Monthly	Nationwide	36 months	$127.71
Nationwide Internet Tier 4 Minimum Download Speed = 25 Mbps Minimum Upload Speed = 10Mbps	Monthly	Nationwide	36 months	$176.83
Nationwide Internet Tier 5 Minimum Download Speed = 50 Mbps Minimum Upload Speed = 10Mbps	Monthly	Nationwide	36 months	$179.77
Nationwide Internet Tier 6 Minimum Download Speed = 100 Mbps Minimum Upload Speed = 10Mbps	Monthly	Nationwide	36 months	$241.66
Nationwide Internet Tier 7 Minimum Download Speed = 200Mbps Minimum Upload Speed = 10Mbps	Monthly	Nationwide	36 months	$230.85
Nationwide Internet Tier 8 Minimum Download Speed = 500Mbps Minimum Upload Speed = 20Mbps	Monthly	Nationwide	36 months	$348.73
Nationwide Internet Tier 10 Minimum Download Speed = 1000Mbps Minimum Upload Speed = 35Mbps	Monthly	Nationwide	36 months	$496.09
Service Relocation Non-Recurring Charge (No more than 50 miles)	Each	Nationwide	One Time	$180.45
Service Activation Fee	Each	Nationwide	One Time	$180.45
Equipment- Modem (Model Varies by Carrier)	Each	Nationwide	One Time	$89.77

Service Name and Description	UOI	Service Areas	Term	GSA Price
Per PRI/EPRI - DID	Monthly	Lower 48 States	12 Months	$0.28
Per PRI/EPRI - DID	Monthly	Lower 48 States	36 Months	$0.27
Point To Point Circuits - 1.5mb	Monthly	Lower 48 States	12 Months	$459.35
Point To Point Circuits – 50mb	Monthly	Lower 48 States	12 Months	$2,658.34
PRI/EPRI	Monthly	Lower 48 States	12 Months	$383.12
PRI/EPRI	Monthly	Lower 48 States	36 Months	$379.20

Service name	Service Description/Service Area	UOI	Term	GSA Price
DIA Services				
DIA Ethernet 10A	10 Mbps – AT&T Service Area	Monthly	12 Months	$1,421.78
DIA Ethernet 10C	10 Mbps – CenturyLink Service Area	Monthly	12 Months	$1,060.24
DIA Ethernet 10F	10 Mbps – Frontier Service Area	Monthly	12 Months	$1,238.54
DIA Ethernet 10V	10 Mbps – Verizon Service Area	Monthly	12 Months	$1,080.62
DIA Ethernet 10X	10 Mbps – Other Service Area	Monthly	12 Months	$1,682.02
DIA Ethernet 20A	20 Mbps – AT&T Service Area	Monthly	12 Months	$1,771.15
DIA Ethernet 20C	20 Mbps – CenturyLink Service Area	Monthly	12 Months	$1,599.12
DIA Ethernet 20F	20 Mbps – Frontier Service Area	Monthly	12 Months	$1,583.93
DIA Ethernet 20V	20 Mbps – Verizon Service Area	Monthly	12 Months	$1,345.99
DIA Ethernet 20X	20 Mbps – Other Service Area	Monthly	12 Months	$2,220.99
DIA Ethernet 30A	30 Mbps – AT&T Service Area	Monthly	12 Months	$2,096.43
DIA Ethernet 30C	30 Mbps – CenturyLink Service Area	Monthly	12 Months	$1,758.78
DIA Ethernet 30F	30 Mbps – Frontier Service Area	Monthly	12 Months	$1,899.46
DIA Ethernet 30V	30 Mbps – Verizon Service Area	Monthly	12 Months	$1,562.20
DIA Ethernet 30X	30 Mbps – Other Service Area	Monthly	12 Months	$2,715.71
DIA Ethernet 50A	50 Mbps – AT&T Service Area	Monthly	12 Months	$2,426.48
DIA Ethernet 50C	50 Mbps – CenturyLink Service Area	Monthly	12 Months	$1,922.82
DIA Ethernet 50F	50 Mbps – Frontier Service Area	Monthly	12 Months	$2,596.14
DIA Ethernet 50V	50 Mbps – Verizon Service Area	Monthly	12 Months	$2,071.78
DIA Ethernet 50X	50 Mbps – Other Service Area	Monthly	12 Months	$4,217.35
DIA Ethernet 100A	100 Mbps – AT&T Service Area	Monthly	12 Months	$2,912.52
DIA Ethernet 100C	100 Mbps – CenturyLink Service Area	Monthly	12 Months	$2,503.20
DIA Ethernet 100F	100 Mbps – Frontier Service Area	Monthly	12 Months	$3,225.33
DIA Ethernet 100V	100 Mbps – Verizon Service Area	Monthly	12 Months	$2,851.83
DIA Ethernet 100X	100 Mbps – Other Service Area	Monthly	12 Months	$4,216.89
DIA Ethernet 1000A	1 Gbps – AT&T Service Area	Monthly	12 Months	$7,709.75
DIA Ethernet 1000C	1 Gbps – CenturyLink Service Area	Monthly	12 Months	$8,382.98
DIA Ethernet 1000F	1 Gbps – Frontier Service Area	Monthly	12 Months	$8,042.54
DIA Ethernet 1000V	1 Gbps – Verizon Service Area	Monthly	12 Months	$8,806.48
DIA Ethernet 1000X	1 Gbps – Other Service Area	Monthly	12 Months	$8,747.61
DIA Ethernet 10000A	10 Gbps – AT&T Service Area	Monthly	12 Months	$8,734.12
DIA Ethernet 10000C	10 Gbps – CenturyLink Service Area	Monthly	12 Months	$11,684.72
DIA Ethernet 10000F	10 Gbps – Frontier Service Area	Monthly	12 Months	$8,841.31
DIA Ethernet 10000V	10 Gbps – Verizon Service Area	Monthly	12 Months	$10,047.98
DIA Ethernet 10000X	10 Gbps – Other Service Area	Monthly	12 Months	$9,290.16
Ethernet Activation	Ethernet Service Activation Fee	One-time Charge	N/A	$1,259.37
DIA Ethernet 10A	10 Mbps – AT&T Service Area	Monthly	36 Months	$790.14
DIA Ethernet 10C	10 Mbps – CenturyLink Service Area	Monthly	36 Months	$588.01
DIA Ethernet 10F	10 Mbps – Frontier Service Area	Monthly	36 Months	$638.07
DIA Ethernet 10V	10 Mbps – Verizon Service Area	Monthly	36 Months	$807.46

Service name	Service Description/Service Area	UOI	Term	GSA Price
DIA Ethernet 10X	10 Mbps – Other Service Area	Monthly	36 Months	$934.45
DIA Ethernet 20A	20 Mbps – AT&T Service Area	Monthly	36 Months	$983.97
DIA Ethernet 20C	20 Mbps – CenturyLink Service Area	Monthly	36 Months	$797.51
DIA Ethernet 20F	20 Mbps – Frontier Service Area	Monthly	36 Months	$845.93
DIA Ethernet 20V	20 Mbps – Verizon Service Area	Monthly	36 Months	$974.84
DIA Ethernet 20X	20 Mbps – Other Service Area	Monthly	36 Months	$1,233.68
DIA Ethernet 30A	30 Mbps – AT&T Service Area	Monthly	36 Months	$1,165.52
DIA Ethernet 30C	30 Mbps – CenturyLink Service Area	Monthly	36 Months	$930.60
DIA Ethernet 30F	30 Mbps – Frontier Service Area	Monthly	36 Months	$1,031.16
DIA Ethernet 30V	30 Mbps – Verizon Service Area	Monthly	36 Months	$980.94
DIA Ethernet 30X	30 Mbps – Other Service Area	Monthly	36 Months	$1,508.73
DIA Ethernet 50A	50 Mbps – AT&T Service Area	Monthly	36 Months	$1,349.02
DIA Ethernet 50C	50 Mbps – CenturyLink Service Area	Monthly	36 Months	$1,071.22
DIA Ethernet 50F	50 Mbps – Frontier Service Area	Monthly	36 Months	$1,383.29
DIA Ethernet 50V	50 Mbps – Verizon Service Area	Monthly	36 Months	$1,161.51
DIA Ethernet 50X	50 Mbps – Other Service Area	Monthly	36 Months	$1,962.10
DIA Ethernet 100A	100 Mbps – AT&T Service Area	Monthly	36 Months	$1,619.03
DIA Ethernet 100C	100 Mbps – CenturyLink Service Area	Monthly	36 Months	$1,392.32
DIA Ethernet 100F	100 Mbps – Frontier Service Area	Monthly	36 Months	$1,839.57
DIA Ethernet 100V	100 Mbps – Verizon Service Area	Monthly	36 Months	$1,497.47
DIA Ethernet 100X	100 Mbps – Other Service Area	Monthly	36 Months	$2,342.94
DIA Ethernet 1000A	1 Gbps – AT&T Service Area	Monthly	36 Months	$4,282.74
DIA Ethernet 1000C	1 Gbps – CenturyLink Service Area	Monthly	36 Months	$6,393.44
DIA Ethernet 1000F	1 Gbps – Frontier Service Area	Monthly	36 Months	$6,151.34
DIA Ethernet 1000V	1 Gbps – Verizon Service Area	Monthly	36 Months	$4,116.14
DIA Ethernet 1000X	1 Gbps – Other Service Area	Monthly	36 Months	$4,859.67
DIA Ethernet 10000A	10 Gbps – AT&T Service Area	Monthly	36 Months	$6,108.53
DIA Ethernet 10000C	10 Gbps – CenturyLink Service Area	Monthly	36 Months	$7,444.04
DIA Ethernet 10000F	10 Gbps – Frontier Service Area	Monthly	36 Months	$7,073.05
DIA Ethernet 10000X	10 Gbps – Other Service Area	Monthly	36 Months	$7,726.95
DIA Ethernet 10000V	10 Gbps – Verizon Service Area	Monthly	36 Months	$8,614.61
DIA Ethernet 100000X	100 Gbps – Other Service Area.	Monthly	36 Months	$22,103.27
Symmetrical Broadband - is not available for all Carriers. Speed availability is not guaranteed, even when in the Broadband footprint. A broadband service prequalification must be run for every location to determine availability.				
100/100Mbps Symmetrical Broadband		Monthly	12 Months	$328.99
			36 Months	$324.08
200/200 Mbps Symmetrical Broadband		Monthly	12 Months	$372.54
			36 Months	$367.63
300/300 Mbps Symmetrical Broadband		Monthly	12 Months	$411.25
			36 Months	$406.34
500/500 Mbps Symmetrical Broadband		Monthly	12 Months	$556.39
			36 Months	$551.48
1000/1000 Mbps Symmetrical Broadband		Monthly	12 Months	$633.80
			36 Months	$628.89
2000/2000 Mbps Symmetrical Broadband		Monthly	12 Months	$711.21
			36 Months	$706.30

Nationwide Services Notes:

1. Prices are subject to pre-qualification of sites to determine service availability.
2. Internet Service will be delivered via Digital Subscriber Line (DSL), Cable Broadband, or FTTX.
3. The following minimum requirements for quantity and coverage area apply to be eligible to order the Nationwide Service.

A. Minimum order quantity: 200 Circuits
B. Minimum coverage area: 11 States

4. Minimum contract term is 1 year.
5. Maximum allowable service relocations within 12 months shall be limited to 10% of total inventory.

Additional Notes:

1. Speeds are listed by download speed / upload speed.
2. Prices are subject to change if construction is necessary to deliver the requested service.
3. Granite will waive its Carrier Surcharge Recovery Fee for all to all Hi-CAP circuits/services delivered by Covad, Verizon, AT&T or CenturyLink.
4. Prices exclude modem and router costs, which vary based on customer specifications and models.
5. Prices exclude applicable taxes, fees and surcharges in accordance with applicable law, tariff or regulatory provisions.

Service Areas:

AT&T: AL, AR, CA, CT, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NM, NV, OH, OK, SC, TN, TX, WI.
CENTURYLINK: AL, AR, AZ, CA, CO, FL, IA, ID, IN, KS, LA, MI, MN, MO, MS, MT, NM, NC, ND, NE, NJ, NV, OH, OK, OR, PA, SC, SD, TN, TX, UT, VA, WA, WI, WY.
FRONTIER: AL, AZ, CA, FL, GA, HI, IA, ID, IL, IN, KY, MN, NC, NE, NV, NY, OH, OK, OR, PA, SC, TN, TX, UT, WA, WI, WV.
VERIZON: CA, CT, DC, DE, FL, GA, HI, ID, IL, IN, MA, MD, MI, NC, NJ, NV, NY, OH, OR, PA, RI, SC, TX, VA, WA, WI, WV.
OTHER:AL, AR, CT, FL, GA, HI, IA, IN, KS, KY, ME, MO, MS, NC, NE, NH, NM, NY, OH, OK, PA, SC, TX,VT.

Terms and Conditions:

Prices are subject to pre-qualification of sites to determine service availability.
If applicable, T-1 Mileage shall be the total miles between the service location and the serving central office.
CableVision FootPrint - Colorado, Connecticut, Montana, New Jersey, New York, Utah, Wisconsin.
Charter FootPrint - Alabama, California, Connecticut, Georgia, Illinois, Louisiana, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, North Carolina, Oregon, South Carolina, Tennessee, Texas, Vermont, Virginia, Washington, Wisconsin.
Comcast FootPrint - Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin.
Cox FootPrint - Arizona, Arkansas, California, Connecticut, Florida, Georgia, Idaho, Iowa, Kansas, Louisiana, Massachusetts, Nebraska, Nevada, Ohio, Oklahoma, Rhode Island, Virginia.
TimeWarner FootPrint - Kentucky, Maine, New York, North Carolina, Ohio, South Carolina, Texas, Wisconsin.
AT&T Ethernet CLLIs, Verizon Ethernet CLLIs, Covad Service Area

Definitions and Abbreviations:

"DIA" - Dedicated Internet Access
"DID" - Direct Inward Dialing, ability of a caller outside of company to call an extension directly.
Dynamic - Internet Protocol address that changes each time you connect to the Internet.
"PRI" - Primary Rate Interface, ISDN version of a T1
Static - Internet Protocol address that does not change and that is unique to the user.
"TDM" - Time-division multiplexing.

POTS Services

STATE	MRC	STATE	MRC	STATE	MRC	STATE	MRC	STATE	MRC
AL	$54.00	ID	$64.99	MS	$52.81	OR	$54.00	WV	$74.00
AR	$52.00	IL	$51.00	MT	$54.50	PA	$41.58	WY	$65.00
AZ	$48.18	IN	$60.00	NC	$59.00	RI	$35.00		
CA	$47.81	KS	$60.81	ND	$45.00	SC	$58.82		
CO	$53.50	KY	$57.17	NE	$55.50	SD	$47.00		
CT	$54.59	LA	$52.25	NH	$35.33	TN	$56.00		
DC	$29.81	MA	$34.81	NJ	$43.81	TX	$52.65		
DE	$45.00	MD	$35.00	NM	$50.25	UT	$47.50		
FL	$52.39	ME	$28.81	NV	$59.42	VA	$38.12		
GA	$52.81	MI	$56.85	NY	$34.02	VT	$28.00		
HI	$50.40	MN	$42.75	OH	$62.00	WA	$48.50		
IA	$36.97	MO	$52.37	OK	$51.87	WI	$70.81		

UNLIMITED LONG-DISTANCE PACKAGE $6.48 per month

	INSTALLATION		
	1-3 Lines	4-10 Lines	11+Lines
AT&T	$177.08	$382.87	$670.03
Verizon	$114.86	$248.87	$478.59
Frontier	$95.72	$191.44	$263.22
CenturyLink	$57.43	$196.22	$335.01
Other	$148.36	$358.94	$478.59

POTS SERVICE TERMS AND CONDITIONS

1. For services procured in high tariff AT&T zones (AL, AR, CA, CT, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NM, NV, OH, OK, SC, TN, TX, WI) $50 per month increases to state prices may apply.
2. For services procured in high tariff Lumen zones (CenturyTel: CO, MO, NC, OR, WA, WI. Qwest: CO, UT, WA. Sprint: FL, NC, OR, VA) $35 per month increases to state prices may apply.
3. Locations are subject to pre-qualification to determine service availability.
4. Prices do not include Taxes, Fees, and Surcharges.
5. Prices assume Plain Old Telephone Service (POTS) on Granite's wholesale platform and include all standard features (i.e., Anonymous Call Rejection, Billed Number Screening, International Call Blocking, Busy Line/Call Transfer, Call Blocking, Call Forwarding, Call Return/Repeat Dial, Call Selector, Call Trace, Call Waiting, Caller ID, Caller ID Name delivery, Hunting, Repeat Dialing, Three-way Calling, Touchtone, Unlimited *66 Repeat Dialing).
6. Non-published or additional listings may be added for an additional monthly recurring charge of $4.50 per line.
7. Voicemail may be added for an additional monthly recurring charge of $7.00 per line.
8. For services in resale or remote areas, additional surcharges in an amount of $9.99 each may apply.
9. For Centrex Service, additional surcharges in an amount of $8.99 each may apply.
10. Volume and location discounts may apply and shall be determined on an individual case basis (ICB).
11. For services outside of Granite's service area, Granite may re-bill and manage the line at a monthly fee of $9.95 per line.

Service Name and Description	Term	UOI	GSA Price
RVA (Recorded Voice Announcement) is an optional feature for Granite's hosted voice services.			
RVA 30 Days - Customers can request a disconnect message to play for up to 30 days from when they disconnect a DID.	Monthly	EA	$2.95
RVA 60 Days - Customers can request a disconnect message to play for up to 60 days from when they disconnect a DID.	Monthly	EA	$5.89
RVA 90 Days - Customers can request a disconnect message to play for up to 90 days from when they disconnect a DID.	Monthly	EA	$8.84
RVA 120 Days - Customers can request a disconnect message to play for up to 120 days from when they disconnect a DID.	Monthly	EA	$11.79
RVA 150 Days - Customers can request a disconnect message to play for up to 150 days from when they disconnect a DID.	Monthly	EA	$14.74
RVA 180 Days - Customers can request a disconnect message to play for up to 180 days from when they disconnect a DID.	Monthly	EA	$17.68

Service Name and Description	UOI	GSA Price
Local Exchange Service is calling within your local exchange. An exchange is a specified area usually encompassing a city, town, or village and its environs. Almost all local exchange calling takes place within a single state, although there are a few multistate local exchange areas. (Kansas City, Kansas and Kansas City Missouri is an example of a multi-state local exchange area.)		
LOC1 POTS Local (Per Call)	EA	NSP
LOC2 POTS Regional (Per Minute) - Expanded or Extended Local Exchange Service extends a local exchange calling area and eliminates local toll charges within the expanded calling area. For wholesale services.	EA	$0.06
IA POTS Intra-State/Inter-Lata Long Distance (Per Minute) - Local long distance or regional toll service is calling within a geographic area known as a Local Access and Transport Area. Local toll calls include calls outside your local exchange area, but within your area code, as well as calls to different area codes within your LATA.	EA	$0.0681
IE POTS Inter-State Long Distance (Per Minute) - Includes all calls outside the local exchange and local toll service areas or LATAs. This includes calls that originate in one LATA and terminate in another.	EA	$0.0190

Service Name and Description	UOI	Term	GSA Price
EPIK POTS Replacement Service - A Plain Old Telephone Service replacement. Granite can provide a comprehensive package to replace analog connections with patented POTS replacement technology delivered over the 4G LTE network, with intelligent failover to internet or PRI connections for redundancy, to make and receive telephone calls using standard analog telephones. With availability throughout the United States, even at locations no longer served by traditional copper circuits, the EPIK service enables customers to break free from aging analog networks without replacing their own analog equipment. Compatible with virtually all analog line devices, including alarm panels (including Contact ID, 4x2, SIA, and modem protocols), point of sale systems, elevators, FSK-enabled modem, and fax. Life safety - Fire and building code compliant, including battery backup enabling alarms and elevator phones to fully communicate, even if power or Internet goes down. Disaster avoidance - Reliable, self-contained connections for a cost-effective "always up" alternative to copper. Faxing - Reliably send and receive faxes; HIPAA compliant. Customer is responsible to return equipment for terminated service within 30 days of termination; failure to do so will result in a penalty fee of $599.			
EPIK POTS Replacement Service - Includes 1 GB LTE Plan per location, Access Fee per line, Managed Network Services per location, and Standard Installation Fee per location, install includes 1.5 hours installation time, cross connect w/ wiring may incur additional expense. Customer can elect to self-install pre-activated units.	Monthly	36 months	$58.93

Service Name and Description	UOI	Term	GSA Price
EPIK Upgraded - To support EPIK service in remote areas. Includes 1 GB LTE plan per location, Access Fee per line, Managed Network Services per location, and Standard Installation Fee per location. Installation includes unlimited installation time. Cross connect Wiring may incur additional expense. Customer can elect to self-install pre-activated units. External antenna with extension cable for improving signal strength and quality of transport connectivity for Epik services.	Monthly	36 months	$73.63
EPIK Wireline Comcast (5Mbps/5Mbps)	Monthly	3 Years	$44.20
EPIK Wireline Cox (10Mbps/2Mbps)	Monthly	3 Years	$44.20
EPIK Wireline Spectrum (2Mbps/2Mbps)	Monthly	3 Years	$44.20
EPIK Wireline Comcast (5Mbps/5Mbps)	Monthly	4 years	$42.23
EPIK Wireline Cox (10Mbps/2Mbps)	Monthly	4 years	$42.23
EPIK Wireline Spectrum (2Mbps/2Mbps)	Monthly	4 years	$42.23
EPIK Wireline Comcast (5Mbps/5Mbps)	Monthly	5 Years	$39.28
EPIK Wireline Cox (10Mbps/2Mbps)	Monthly	5 Years	$39.28
EPIK Wireline Spectrum (2Mbps/2Mbps)	Monthly	5 Years	$39.28

Note: If the 3 Wireline Carriers FAIL in PQ, A3 will quote the cheapest Broadband circuit that passes. The Modem will be charged in this case.

Service Name and Description	UOI	Term	GSA Price
Emulated POTS Solution - Granite's Emulated POTS, part of the Granite Merged Voice product suite, is a hosted service that delivers digital voice to an analog terminal adapter for POTS devices, reducing and eliminating infrastructure change. Granite Merged Voice services are scalable for businesses with multiple sites or businesses with a large concentration of employees at a central location. As a managed voice service, Granite Merged Voice can be easily integrated with all types of communication systems and help streamline your business operations. Includes the following features: Local and Long Distance, Caller ID, Call Waiting and Forwarding, Directory Listing, Operator Assistance, Facsimile (Fax). *Prices exclude required Analog Telephone Adapters (ATAs) costs, which vary based on customer specifications and models.			
Emulated POTS Solution	Monthly	EA	$12.76
Emulated POTS Activation – 1 YR.	One-time charge	EA	$196.47
Emulated POTS Activation – 2 YR.	One-time charge	EA	$98.24
Emulated POTS Pay For Use Calling LOC1 60-60 Increments.	Per Minute	EA	$0.01
Emulated POTS Pay For Use Calling LOC2 30-30 Increments.	Per Minute	EA	$0.12
Emulated POTS Pay For Use Calling Intrastate 30-30 Increments	Per Minute	EA	$0.05
Emulated POTS Pay For Use Calling Interstate 30-30 Increments	Per Minute	EA	$0.02
Emulated POTS Unlimited Usage Bundle- Local (LOC1)	Monthly	EA	$2.46
Emulated POTS Unlimited Usage Bundle- Long Distance (LOC2/IA/IE)	Monthly	EA	$3.93
Emulated POTS Unlimited Usage Bundle- Domestic (LOC1/LOC2/IA/IE)	Monthly	EA	$5.89

ePOTS Service Terms and Conditions:

1. A cancellation of a scheduled appointment/installation or activation may result in a fee of $100 if cancelled prior to the service start date or $200 if cancelled with less than 24 hours' notice. 2. Hotline fees may apply.

Service Name and Description	UOI	Term	GSA Price
Granite edgeboot™ is a managed Power Distribution Unit (PDU) that uses network performance monitoring to facilitate automatic power cycling and has remote monitoring and control capabilities. It includes a customizable algorithm that can accurately detect when there is an issue with a connected modem or network edge device based on performance monitoring to internal and external resources. edgeboot™ can monitor the overall network status, identify issues, and takes necessary actions, such as power cycle unresponsive AC loads remotely - all without employee intervention to keep your business running smoothly.			
Granite edgeboot™ is a managed Power Distribution Unit (PDU) that offers remote power cycling, monitoring, and control capabilities. Pricing includes: • edgeboot™ Managed Service • edgeboot™ Equipment LTE Data Plan for remote monitoring and management	Per port	Monthly	$34.33
Granite edgeboot+™ is an expansion module that adds 4 additional ports to the edgeboot™ solution. Up to two expansion modules can be added for a total of 9 ports per unit (1 base + 4 exp + 4 exp). Each port can be individually configured and controlled.	Per port	Monthly	$5.85
Granite-Provided edgeboot™ Installation. One-time flat fee installation for edgeboot™. Customer may elect to self-install.	Per location	One-Time	$195.49
Granite edgebootPro™ is an upgraded edgeboot™ device that offers 4 individual AC power ports and LTE failover. By connecting two edgeboot+™ expansions with an edgebootPro™ device you can increase power ports up to 12 total*. This provides the capability to power multiple devices simultaneously. Pricing includes: • edgebootPro™ Managed Service • edgebootPro™ Equipment • LTE Data Plan for remote monitoring and management • 2GB multi-carrier data plan for internet backup *Power ports 5-12 are priced per port using edgeboot+™ expansion modules	Each	Monthly	$49.11

edgeboot™ Pricing Terms and Assumptions:

1. edgeboot™ requires a minimum order term of 36 months.
2. Customer is responsible to return equipment for terminated service within 30 days of termination; failure to do so will result in a penalty fee of $599.
3. A cancellation fee of $300.00 will apply to a Customer's requested cancellation of any portion of a service order after ordering service, but prior to service installation date.
4. Pricing assumes standard 2-day shipping.
5. Granite-provided installation does not include a site survey; a fee of $199 applies for site surveys.
6. Pricing does not include taxes/fees/surcharges, which will be charged assessed as applicable.
7. edgeboot™ comes ready to wall mount or desktop/shelf mount; a rack mount may be ordered separately.

Managed Low Earth Orbit (LEO) Satellite with Granite edgebootPro™ Service

Service Name and Description	UOI	Term	GSA Price
Managed Low Earth Orbit (LEO) Satellite with Granite edgebootPro™ Service and 50GB Data Plan	EA	Monthly	$112.96
Managed Low Earth Orbit (LEO) Satellite with Granite edgebootPro™ Service and 500GB Data Plan	EA	Monthly	$260.32
Low Earth Orbit (LEO) Satellite 50GB Data Add On	EA	Monthly	$29.47
Low Earth Orbit (LEO) Satellite 100GB Data Add On	EA	Monthly	$58.94
Low Earth Orbit (LEO) Satellite 150GB Data Add On	EA	Monthly	$88.41
Low Earth Orbit (LEO) Satellite 200GB Data Add On	EA	Monthly	$117.88
Low Earth Orbit (LEO) Satellite 500GB Data Add On	EA	Monthly	$147.36
Low Earth Orbit (LEO) Satellite 1TB Data Add On	EA	Monthly	$294.71
Low Earth Orbit (LEO) Satellite 1.5TB Data Add On	EA	Monthly	$442.07
Low Earth Orbit (LEO) Satellite 2TB Data Add On	EA	Monthly	$589.42
Low Earth Orbit (LEO) Satellite 2.5TB Data Add On	EA	Monthly	$736.78
Low Earth Orbit (LEO) Satellite 3TB Data Add On	EA	Monthly	$884.13
Low Earth Orbit (LEO) Satellite 3.5TB Data Add On	EA	Monthly	$1,031.49
Low Earth Orbit (LEO) Satellite 4TB Data Add On	EA	Monthly	$1,178.84
Low Earth Orbit (LEO) Satellite 4.5TB Data Add On	EA	Monthly	$1,326.20
Low Earth Orbit (LEO) Satellite 5TB Data Add On	EA	Monthly	$1,473.55
Low Earth Orbit (LEO) Satellite 5.5TB Data Add On	EA	Monthly	$1,620.91
Low Earth Orbit (LEO) Satellite Enterprise + Granite edgebootPro™ Kit is designed for fixed site usage. The LEO Enterprise kit comes with a longer cable and a included choice of fixed-site mount. In fixed site applications, the LEO Enterprise kit will have comparable performance to the High-Performance Kit with less power required. The kit includes: • LEO Standard terminal • Enterprise cable (50m) • High Performance Power Supply (mount and hardware) • AC power cable (1.8m) • Ethernet cable (5m) • Granite edgebootPro™ Accessory charges may apply for any additional services or equipment that may be necessary to complete the installation, such as a pole mount accessories or extended cabling.	EA	One-Time	$784.90
Low Earth Orbit (LEO) Satellite High Performance + Granite edgebootPro™ Kit is designed for mobility usage and usage in extreme temperatures. With a wide field of view and enhanced GPS capabilities, it can connect to more satellites, allowing for consistent connectivity when in motion or in certain latitude bands (equatorial <10 degrees or polar >60 degrees). The hardware is designed for a permanent installation and is resilient to extreme environments, especially environments with hot and cold temperatures. The LEO Flat High Performance kit will include: • LEO dish • Cable (25m) • Power Supply (mount and hardware) • AC power cable (1.8m) • Ethernet cable (5m) • Wedge Mount Kit • Granite edgebootPro™ Accessory charges may apply for any additional services or equipment that may	EA	One-Time	$1,718.15

Service Name and Description	UOI	Term	GSA Price
be necessary to complete the installation, such as a pole mount accessories or extended cabling.			
Low Earth Orbit (LEO) Satellite Mini + Granite edgebootPro™ kit includes: • LEO dish with Integrated WiFi • LEO Plug • Power Supply • DC power cable (15m) • Pipe Adaptor • Kickstand • Granite edgebootPro™ Accessory charges may apply for any additional services or equipment that may be necessary to complete the installation, such as a pole mount accessories or extended cabling.	EA	One-Time	$735.78
Professional Low Earth Orbit (LEO) Satellite installation pricing includes: (1) a basic site survey of up to 2 hours on-site, if necessary; and (2) actual Low Earth Orbit (LEO) Satellite installation of up to 3 hours on-site including travel up to 50 miles. Additional time on-site will be charged at a rate of $99.99 per hour and invoiced in 30-minute increments. Customer may elect to self-install without additional charge. Low Earth Orbit (LEO) Satellite basic site survey consists of inspection of facility / plotting cable run from outside mount to Low Earth Orbit (LEO) Satellite Router and from Low Earth Orbit (LEO) Satellite Routers to customer defined endpoint. Further services, such as a comprehensive inventory of unrelated communications lines or systems, are not included in the basic site survey and will be charged at a rate of $99.99 per hour, invoiced in 30-minute increments.	EA	One-Time	$1,473.55
Activation Fee (includes Granite edgebootPro™ hardware)	EA	One-Time	$196.46
Low Earth Orbit (LEO) Satellite 50GB Usage Overage	EA	One-Time	$29.47
Low Earth Orbit (LEO) Satellite 500GB Usage Overage	EA	One-Time	$147.36

LEO Terms and Conditions:

1. Actual speeds may be lower than expected speeds during times of high usage.
2. edgebootPro falls under Granite's rental equipment policy whereby upon termination of service, Customer is responsible to return equipment for terminated service within 30 days of termination. Failure to return equipment will result in assessment of full MSRP of the equipment.
3. The LEO hardware is owned by the customer and will not need to be shipped back to Granite upon termination of service.
4. Kits do not come with a router. A separate WiFi router will need to be purchased or the customer can use their own.
5. After you have set up your third-party WiFi router and connected to Starlink with the WAN port, create a static route in your router configuration settings.
6. Please refer to your router's documentation for instructions on setting a static route.

Network destination: 192.168.100.0
Subnet Mask: 255.255.255.0
Gateway: 192.168.100.1
Interface: WAN

7. These options may differ depending on your specific hardware and network configuration
8. Customers on the Primary Plan will be automatically opted in to receive an additional 50GB data at $30 NRC when usage hits 95% of the original data allotment.
9. Available for ordering in the U.S., Canada, Puerto Rico, U.S. Virgin Islands, and for some Federal Government agencies (some exclusions apply).

Service Name and Description	UOI	Term	GSA Price
Operator Connect enables external PTSN calling via Microsoft Teams. As an Operator in the Microsoft Operator Connect program, Granite manages the PSTN calling services and Session Border Controllers (SBCs). Customers can provision their voice services directly within the Teams Admin Center. Licenses are sold per DID (telephone number). Pricing includes Local (Loc1, Loc2), Intrastate Long Distance, Interstate Long Distance, Extended Calling Area, and Canada usage. Standard term is 3 Years. (Also available in 1-, 2-, 4- and 5-year terms).	EA	Monthly	$8.83

Operator Connect Terms and Conditions:

1. It is the customer's responsibility to configure their call flow in the MS Teams Admin Center. Granite will not log into the customer's Teams Admin Center.
2. To use Operator Connect, Customers must have an existing E3 (or equivalent) Microsoft License plus Teams Phone add on, or an E5 (or equivalent) license from Microsoft.
3. Pricing does not include taxes, which will be charged assessed as applicable; additional fees/surcharges may apply.
4. A cancellation fee of $100 will apply to a customer-requested cancellation of any portion of a service order after ordering such services but prior to the Service Start Date.
5. Cancellation of a scheduled appointment/installation or activation with less than 24 hours' notice will result in an additional $200 cancellation fee.
6. Local (Loc1, Loc2), Intrastate Long Distance, Interstate Long Distance, Extended Calling Area, and Canada usage are included in the Operator Connect license MRC; all other traffic types are rated (Mexico and 011 calling billed at a rate per minute).
7. Pay-per-use features and international calls will be billed at the most recent tariffed rates.
8. Customers may be assessed a fee for utilizing the ZTP (Zero Touch Provisioning) hotline.
9. Customer is billed for all non-registered 911 calls.

SIN 517312 Wireless Mobility Solutions - Sub Category 2 - Other Mobility Endpoint Infrastructure

Service Name and Description	UOI	Term	GSA Price
EPIK POTS Replacement Service - A Plain Old Telephone Service replacement. Granite can provide a comprehensive package to replace analog connections with patented POTS replacement technology delivered over the 4G LTE network, with intelligent failover to internet or PRI connections for redundancy, to make and receive telephone calls using standard analog telephones. With availability throughout the United States, even at locations no longer served by traditional copper circuits, the EPIK service enables customers to break free from aging analog networks without replacing their own analog equipment. Compatible with virtually all analog line devices, including alarm panels (including Contact ID, 4x2, SIA, and modem protocols), point of sale systems, elevators, FSK-enabled modem, and fax. Life safety - Fire and building code compliant, including battery backup enabling alarms and elevator phones to fully communicate, even if power or Internet goes down. Disaster avoidance - Reliable, self-contained connections for a cost-effective "always up" alternative to copper. Faxing - Reliably send and receive faxes; HIPAA compliant. Customer is responsible to return equipment for terminated service within 30 days of termination; failure to do so will result in a penalty fee of $599.			
EPIK POTS Replacement Service - Includes 1 GB LTE Plan per location, Access Fee per line, Managed Network Services per location, and Standard Installation Fee per location, install includes 1.5 hours installation time, cross connect w/ wiring may incur additional expense. Customer can elect to self-install pre-activated units.	Monthly	36 months	$58.93

Service Name and Description	UOI	Term	GSA Price
EPIK Upgraded - To support EPIK service in remote areas. Includes 1 GB LTE plan per location, Access Fee per line, Managed Network Services per location, and Standard Installation Fee per location. Installation includes unlimited installation time. Cross connect Wiring may incur additional expense. Customer can elect to self-install pre-activated units. External antenna with extension cable for improving signal strength and quality of transport connectivity for Epik services.	Monthly	36 months	$73.63
EPIK Wireline Comcast (5Mbps/5Mbps)	Monthly	3 Years	$44.20
EPIK Wireline Cox (10Mbps/2Mbps)	Monthly	3 Years	$44.20
EPIK Wireline Spectrum (2Mbps/2Mbps)	Monthly	3 Years	$44.20
EPIK Wireline Comcast (5Mbps/5Mbps)	Monthly	4 years	$42.23
EPIK Wireline Cox (10Mbps/2Mbps)	Monthly	4 years	$42.23
EPIK Wireline Spectrum (2Mbps/2Mbps)	Monthly	4 years	$42.23
EPIK Wireline Comcast (5Mbps/5Mbps)	Monthly	5 Years	$39.28
EPIK Wireline Cox (10Mbps/2Mbps)	Monthly	5 Years	$39.28
EPIK Wireline Spectrum (2Mbps/2Mbps)	Monthly	5 Years	$39.28

Note: If the 3 Wireline Carriers FAIL in PQ, A3 will quote the cheapest Broadband circuit that passes. The Modem will be charged in this case.

Service Name and Description	UOI	GSA Price
Granite's Data, Hotspot, and Tablet Plan offers all 4 major US and multiple Canadian/ International Mobile Operators available on one platform. Granite's price includes its dedicated Premier support team that helps our customers manage their data usage through Cross Carrier Pooling, Proactive alerts and the ability to customize billing and provide customized reports.		
Government 5 GB - Pooled Plan - Data, Hotspot, and Tablet. The 5GB pooled plan includes 5GB of data per month, which may be shared by all users on the account.	EA	$58.93
Government 1 GB - Pooled Plan - Data, Hotspot, and Tablet The 1GB pooled plan includes 1GB of data per month, which may be shared by all users on the account	EA	$29.46
Granite's Smartphone and Basic Phone Plan offers all 4 major US and multiple Canadian/ International Mobile Operators available on one platform. Granite's price includes its dedicated Premier support team that helps our customers manage their data usage through Cross Carrier Pooling, Proactive alerts and the ability to customize billing and provide customized reports.		
Government Basic Phone - 100 MB Pooled Plan Smartphone and Basic Phone Only - The 100MB pooled plan includes 100MB of data per month, which may be shared by all users on the account.	EA	$19.64
Government 2 GB - Pooled Plan - Smart phone and Basic Phone Only - The 2GB pooled plan includes 2GB of data per month, which may be shared by all users on the account.	EA	$39.28
Government 4 GB - Pooled Plan - Smart phone and Basic Phone Only - The 4GB pooled plan includes 4GB of data per month, which may be shared by all users on the account.	EA	$49.11
Government 2 GB - Non-Pooled Plan - Smart phone and Basic Phone Only - The 2GB pooled plan includes 2GB of data per month for an individual device, under this data plan the data cannot be shared by all users on the account.	EA	$18.66

Service Name and Description	UOI	GSA Price
Mobility Overage Protection Plan (Noverage) - NOverage allows customers to have Granite automatically upgrade their plans to avoid overage charges. Granite Telecommunications, LLC ("Granite") will monitor data usage for the purpose of implementing plan revisions to accommodate increased usage and optimize Customer's cost. Customer's Mobility Services plans will be revised, by Granite, to increase data allowance and avoid overages. Enrollment within the Overage Protection Plan requires inclusion of all of Customer's Mobility Services. Customer will not incur a Service Order Charge for plan revisions made in accordance with the Overage Protection Plan.	Monthly /EA	$1.95
Mobility - Granite offers the choice of Verizon, AT&T, or T-Mobile in physical or eSim format. Granite's price includes a dedicated support team, advanced management and reporting portals, as well as optional TEM-lite services.		
Pooled Data-Only Plan - 1MB. This plan includes 1MB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$1.28
Pooled Data-Only Plan - 3MB. This plan includes 3MB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$1.33
Pooled Data-Only Plan - 5MB. This plan includes 5MB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$1.38
Pooled Data-Only Plan - 10MB. This plan includes 10MB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$1.46
Pooled Data-Only Plan - 25MB. This plan includes 25MB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$1.92
Pooled Data-Only Plan - 50MB. This plan includes 50MB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$2.90
Pooled Data-Only Plan - 75MB. This plan includes 75MB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$3.43
Pooled Data-Only Plan - 100MB. This plan includes 100MB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$3.88
Pooled Data-Only Plan - 250MB. This plan includes 250MB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$5.39
Pooled Data-Only Plan - 500MB. This plan includes 500MB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$6.83
Pooled Data-Only Plan - 1GB. This plan includes 1GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$11.74
Pooled Data-Only Plan - 2GB. This plan includes 2GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$18.62
Pooled Data-Only Plan - 3GB. This plan includes 3GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$25.49
Pooled Data-Only Plan - 5GB. This plan includes 5GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$36.30
Pooled Data-Only Plan - 10GB. This plan includes 10GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$44.16
Pooled Data-Only Plan - 20GB. This plan includes 20GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$63.80
Pooled Data-Only Plan - 30GB. This plan includes 30GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$81.49
Pooled Data-Only Plan - 40GB. This plan includes 40GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$98.19
Pooled Data-Only Plan - 50GB. This plan includes 50GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$112.92

Service Name and Description	UOI	GSA Price
Pooled Data-Only Plan - 60GB. This plan includes 60GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$127.66
Pooled Data-Only Plan - 80GB. This plan includes 80GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$147.31
Pooled Data-Only Plan - 100GB. This plan includes 100GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$166.95
Pooled Data-Only Plan - 200GB. This plan includes 200GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$324.13
Pooled Data-Only Plan - 300GB. This plan includes 300GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$471.49
Pooled Data-Only Plan - 500GB. This plan includes 500GB of pooled cellular data for tablets, hotspots, routers, and other data-only applications.	Monthly /EA	$761.29
Pooled Data-Only Plan 1GB Data Overage. This plan is per GB for data overages on any "Pooled Data-Only" plans. Overages will be assessed monthly and rounded up to the nearest GB.	Monthly /EA	$9.82
Multi-Carrier (USA) Pooled Data-Only Plan 10MB. This plan includes 10MB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost	Monthly /EA	$1.52
Multi-Carrier (USA) Pooled Data-Only Plan 25MB. This plan includes 25MB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$2.21
Multi-Carrier (USA) Pooled Data-Only Plan 50MB. This plan includes 50MB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$2.70
Multi-Carrier (USA) Pooled Data-Only Plan 75MB. This plan includes 75MB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$3.19
Multi-Carrier (USA) Pooled Data-Only Plan 100MB. This plan includes 100MB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$4.37
Multi-Carrier (USA) Pooled Data-Only Plan 250MB. This plan includes 250MB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$6.34
Multi-Carrier (USA) Pooled Data-Only Plan 500MB. This plan includes 500MB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$8.69

Service Name and Description	UOI	GSA Price
Multi-Carrier (USA) Pooled Data-Only Plan 1GB. This plan includes 1GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost	Monthly /EA	$14.69
Multi-Carrier (USA) Pooled Data-Only Plan 2GB. This plan includes 2GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost	Monthly /EA	$21.56
Multi-Carrier (USA) Pooled Data-Only Plan 3GB. This plan includes 3GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost	Monthly /EA	$29.42
Multi-Carrier (USA) Pooled Data-Only Plan 5GB. This plan includes 5GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$44.16
Multi-Carrier (USA) Pooled Data-Only Plan 10GB. This plan includes 10GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$58.89
Multi-Carrier (USA) Pooled Data-Only Plan 20GB. This plan includes 20GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$112.92
Multi-Carrier (USA) Pooled Data-Only Plan 30GB. This plan includes 30GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$166.99
Multi-Carrier (USA) Pooled Data-Only Plan 40GB. This plan includes 40GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$216.11
Multi-Carrier (USA) Pooled Data-Only Plan 50GB. This plan includes 50GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost	Monthly /EA	$265.23
Multi-Carrier (USA) Pooled Data-Only Plan 60GB. This plan includes 60GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost	Monthly /EA	$314.35

Service Name and Description	UOI	GSA Price
Multi-Carrier (USA) Pooled Data-Only Plan 80GB. This plan includes 80GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$412.58
Multi-Carrier (USA) Pooled Data-Only Plan 100GB. This plan includes 100GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$510.82
Multi-Carrier (USA) Pooled Data-Only Plan 200GB. This plan includes 200GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$982.36
Multi-Carrier (USA) Pooled Data-Only Plan 300GB. This plan includes 300GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T-Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$1,473.54
Multi-Carrier (USA) Pooled Data-Only Plan 500GB. This plan includes 500GB of pooled cellular data for compatible tablets, routers, and other data-only hardware. The Multi-Carrier sim includes Verizon, AT&T, and T- Mobile on a single sim profile; with the ability to select desired carrier and automatic failover. Additional features include content filtering and private networking tools at no additional cost.	Monthly /EA	$2,455.91
Basic Phone Plan Granite Wireless (Choice of: Verizon, AT&T). The Basic Phone plan includes unlimited talk and text for basic phones. Basic Phone Plan offers a choice of Verizon or AT&T. Granite's price includes a dedicated Premier support team, advanced online portals for management and reporting, as well as optional TEM services.	Monthly /EA	$29.47
3GB Granite Wireless VzW Smartphone Pooled. The 3GB Smartphone plan includes 3GB of cellular data in addition to unlimited talk and text for smartphones or basic phones. Granite's price includes a dedicated Premier support team, advanced online portals for management and reporting, as well as optional TEM services.	Monthly /EA	$49.12
5GB Granite Wireless VzW Smartphone Pooled. The 5GB Smartphone plan includes 5GB of cellular data in addition to unlimited talk and text for smartphones or basic phones. Granite's price includes a dedicated Premier support team, advanced online portals for management and reporting, as well as optional TEM services.	Monthly /EA	$54.03
Unlimited Smartphone Plan Granite Wireless VzW. The Unlimited Smartphone plan includes up to 22GB of high-speed data while mitigating the possibility of overages at a fixed rate. In addition to the data the Unlimited Smartphone plan includes unlimited talk and text. Granite's price includes a dedicated Premier support team, advanced online portals for management and reporting, as well as optional TEM services.	Monthly /EA	$93.32
1 Gb Mobile Select AT&T Pooled Smartphone Plan. The 1GB Smartphone plan includes 1GB of cellular data in addition to unlimited talk and text for smartphones or basic phones. Granite's price includes a dedicated Premier support team, advanced online portals for management and reporting, as well as optional TEM services.	Monthly /EA	$29.47
2 Gb Mobile Select AT&T Pooled Smartphone Plan. The 2GB Smartphone plan includes 2GB of cellular data in addition to unlimited talk and text for smartphones or basic phones. Granite's price includes a dedicated Premier support team, advanced online portals for management and reporting, as well as optional TEM services.	Monthly /EA	$39.29

Service Name and Description	UOI	GSA Price
3 Gb Mobile Select AT&T Pooled Smartphone Plan. The 3GB Smartphone plan includes 3GB of cellular data in addition to unlimited talk and text for smartphones or basic phones. Granite's price includes a dedicated Premier support team, advanced online portals for management and reporting, as well as optional TEM services.	Monthly /EA	$44.21
4 Gb Mobile Select AT&T Pooled Smartphone Plan. The 4GB Smartphone plan includes 4GB of cellular data in addition to unlimited talk and text for smartphones or basic phones. Granite's price includes a dedicated Premier support team, advanced online portals for management and reporting, as well as optional TEM services.	Monthly /EA	$49.12
5 Gb Mobile Select AT&T Pooled Smartphone Plan. The 5GB Smartphone plan includes 5GB of cellular data in addition to unlimited talk and text for smartphones or basic phones. Granite's price includes a dedicated Premier support team, advanced online portals for management and reporting, as well as optional TEM services.	Monthly /EA	$58.94
Unlimited AT&T Smartphone Plan. The Unlimited Smartphone plan includes 15GB of high-speed data while mitigating the possibility of overages at a fixed rate. In addition to the data the Unlimited Smartphone plan includes unlimited talk and text. Granite's price includes a dedicated Premier support team, advanced online portals for management and reporting, as well as optional TEM services.	Monthly /EA	$68.77
Basic Phone Plan Granite Wireless (Choice of: Verizon, AT&T). Basic Phone Plan Granite Wireless (Choice of: Verizon, AT&T) - Optional	One-time /EA	$982.36
3GB Granite Wireless VzW Smartphone Pooled. 3GB Granite Wireless VzW Smartphone Pooled - Optional	One-time /EA	$982.36
5GB Granite Wireless VzW Smartphone Pooled. 5GB Granite Wireless VzW Smartphone Pooled - Optional	One-time /EA	$982.36
Unlimited Smartphone Plan Granite Wireless VzW. Unlimited Smartphone Plan Granite Wireless VzW - Optional	One-time /EA	$982.36
1 Gb Mobile Select AT&T Pooled Smartphone Plan. 1 Gb Mobile Select AT&T Pooled Smartphone Plan - Optional	One-time/ EA	$982.36
2 Gb Mobile Select AT&T Pooled Smartphone Plan. 2 Gb Mobile Select AT&T Pooled Smartphone Plan - Optional	One-time /EA	$982.36
3 Gb Mobile Select AT&T Pooled Smartphone Plan. 3 Gb Mobile Select AT&T Pooled Smartphone Plan - Optional	One-time /EA	$982.36
4 Gb Mobile Select AT&T Pooled Smartphone Plan. 4 Gb Mobile Select AT&T Pooled Smartphone Plan - Optional	One-time /EA	$982.36
5 Gb Mobile Select AT&T Pooled Smartphone Plan. 5 Gb Mobile Select AT&T Pooled Smartphone Plan - Optional	One-time /EA	$982.36
Unlimited AT&T Smartphone Plan. Unlimited AT&T Smartphone Plan - Optional	One-time /EA	$982.36
Mobility Static IP. A Static IP address is a permanent address configured to a device before it connects to a network, which allows the device to interact with, receive information from, and otherwise contact other devices and networks on the internet. Once assigned to a device, the Static IP address does not change.	EA/ Monthly	$2.94
SIM Activation. SIM Card Activation, Configuration and Testing.	One-time /EA	$34.38

Service Name and Description	UOI	GSA Price
GGS Multi-Carrier SIM - A multi-provider international mobile subscriber identity (IMSI) solution. Compared to traditional single IMSI solutions, Granite Multi-Carrier SIM has the ability to leverage multiple cellular providers across North America and the World. In the continental USA, Granite Multi-Carrier SIM provides comprehensive and seamless coverage across all of the Tier 1 and Tier 2 Cellular providers on one platform, for data only services. Outside of the continental US (OCONUS), Granite is able to provide coverage internationally on the same platform through roaming agreements with over 500 global carriers. Granite Multi-Carrier SIM is available in both standard SIM form factors and as an embedded SIM (eSIM) in devices that have that capability (such as eSIM- capable iOS and Android devices). Any data only device (Tablet, Router, Hotspot) needs to be a carrier unlocked version. Carriers can be prioritized based on geography and use case.	EA	$83.50

Mobility Service Terms and Conditions

1. For services outside of Granite's service area, Granite may re-bill and manage the line at cost, with an added monthly fee of $17.95 per paper invoice.
2. Minimum service term commitments may apply
3. Prices do not include overage charges, SIM card or any equipment, which will be separately assessed as applicable
4. Phase 1 conversion may take up to 3 months to complete
5. Applicable taxes, fees, shipping and delivery are not included.
6. No Granite Wireless VzW Domestic Roaming or International Services.

Mobile Broadband Terms and Conditions

1. AT&T may slow speeds, after 75GB of 12Mbps data usage, 125GB of 50Mbps data usage and or 175GB of 100Mbps data usage. After 300GB usage overage of $3.50/GB.
2. Verizon 100x100Mbps requires 5G connectivity, if there is no 5G in the area then Verizon reserves the right to bump the plan to the 10x10Mbps 25x25Mbps plan.
3. Verizon plans deprioritize at 25GB for 10x10Mbps plan, 50GB for 25x25Mbps Plan. After 300GB usage overage of $3.50/GB.

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
                F.   APPROVAL OF FACILITIES-RELATED AGREEMENTS AND FINAL PAYMENTS FOR CONSTRUCTION CONTRACTS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Approval of Final Acceptance of Work and Final Payment for Burges High School Main Gym Wood Floor Renovation, Project No. 25.568, Utilizing ESC Region 19 Allied States Cooperative RFP No. 24-7494, Job Order Contracting & Facilities Construction Services-State of Texas, to GRACEN Engineering & Construction, Inc. (Operating Fund - $27,459.91)

JUSTIFICATION STATEMENT:

Approval is needed to proceed with final acceptance and final payment for the project as per Board Policy

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Joel Valencia, Director Operations Services

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:

Board Policy CV (Local): Facilities Construction provides: “The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.” The District maintains retainage in an amount of at least five percent (5%) of the contract value until final payment is made. Administration is providing the Board documentation to the effect that the conditions for Final Acceptance and Final Payment set out in the contract have been satisfied.

The Board approved the original contract on April 15, 2025, for $540,727.00. The following change orders and actions were approved resulting in the final contract amount of $549,198.25:

Change Order No. 01 – Installation of concrete at 8 door sills to be used as base and CMU wall repairs for a total amount of $8,471.25, approved by EPISD Administration on July 1, 2025.
Change Order No. 02 – Replacement of two drive roller motors and installation of end caps at east side bleachers for a total amount of $15,884.80, approved by EPISD Administration on July 23, 2025.
Change Order No. 03 – Descoping the replacement of two drive roller motors and end caps at east side bleachers for a total amount of (-$15,884.80) and a time extension request of 15 calendar days, volleyball socket location approval and wood floor color selection, approved by EPISD Administration on August 7, 2025.

Project No.	Project Name	Contractor	Final Contract Amount	Final Payment
25.568	Burges High School Main Gym Wood Floor Renovation	GRACEN Engineering & Construction Inc.	$549,198.25	$27,459.91

Substantial completion was achieved on August 11, 2025. All punch list items were completed and actions necessary for the

Board to approve Final Acceptance were achieved on September 28, 2025, 48 days after achieving substantial completion.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board approve the Final Acceptance of the Work and Final Payment for Burges High School Main Gym Wood Floor Renovation, Project No. 25.568, Utilizing ESC Region 19 Allied States Cooperative RFP No. 24-7494, Job Order Contracting & Facilities Construction Services-State of Texas, to GRACEN Engineering & Construction, Inc., in the amount of $27,459.91.

FUNDING SOURCE: 199x Operating Fund **ACCOUNT NO.:** 199.81.6624.004.99.603.568

FISCAL IMPACT AND COST:

$27,459.91

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

Final payment will remain outstanding.

IMPLEMENTATION TIMELINE:

Upon approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

AGENDA- Signed - Rev Oct 3, 2025.pdf

FACILITIES & CONSTRUCTION
EL PASO ISD
it starts with us

Certificate Of Final Acceptance

EPISD Project: Burges HS Main Gym Wood Floor R[illegible] **EPISD Project No.** 25.568

Pursuant to Subparagraph 9.8.2 of the General Conditions of the Contract, Consultant (Architect/Engineer) hereby certifies as follows:

1. On August 18, 20 25, Consultant received Contractor's written notice that the Work was ready for final inspection and acceptance and Consultant received Contractor's final Application for Payment;

2. On August 18, 20 Consultant inspected the Work and has found the Work acceptable under the contract Documents and the Contract fully performed;

3. Consultant has issued a final Certificate of Payment and hereby certifies to the Owner that based on Consultant's professional judgment, training and experience and on the basis of Consultant's observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate for Payment, is due and payable;

4. Consultant represents that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.8.2 of the General Conditions have been fulfilled.

Accordingly, the date of Final Acceptance is therefore established as _____.

Consultant: Carl Daniel Architects, Inc.

By: _____

Name: CARL V. DANIEL JR.

Title: PRESIDENT

ACCEPTED:

Contractor GRACEN Engineering & Construction, Inc.

By: _____

Name: S. Michael Sambrano II

Title: C.E.O

OWNER'S APPROVAL

El Paso Independent School District

By: _____

Name: Joel Valencia

Title: Director Operations Services

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. SUR4000648

TO OWNER:
(Name and address)

El Paso Independent School District
1100 N. Stanton Street
El Paso, TX 79902

PROJECT:
(Name and address)

Burges HS Main Gym Wood Floor Renovation

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Burges HS Main Gym Wood Floor Renovation

CONTRACT DATED: April 16, 2025

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Frankenmuth Insurance Company
One Mutual Avenue
Frankenmuth, MI 48787-0001

, SURETY,

on bond of
(Insert name and address of Contractor)

Gracen Engineering & Construction, Inc.
906 N. Mesa, Suite 202
El Paso, TX 79902

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

El Paso Independent School District
1100 N. Stanton Street
El Paso, TX 79902

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 20, 2025
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):
Ricky Pleasant, Jr., Witness

Frankenmuth Insurance Company
(Surety)

Courtney J. Goulding
(Signature of authorized representative)

Courtney J. Goulding, Attorney-in-Fact
(Printed name and title)

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint: **Courtney J. Goulding**

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

Surety Bond #: SUR4000648
Principal: Gracen Engineering & Construction, Inc.
Obligee: El Paso Independent School District

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.

Frankenmuth Insurance Company

By _____
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

_____ (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 20th day of August, 2025.

_____
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

EPISD- APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
EL PASO INDEPENDENT SCHOOL DISTRICT ✓
1100 N Stanton, Facilities Dept 8th Floor/P.O. Box 20100
El Paso , Texas 79998

FROM (CONTRACTOR):
GRACEN ENGINEERING & CONSTRUCTION, INC.
906 N. Mesa St. Ste 202 ✓
El Paso, Texas 79902

PROJECT TITLE: ✓
Burges HS Main Gym Wood Floor Replacement

VIA (ARCHITECT):
Carl Daniel Architects ✓
305 Leon Street
El Paso, Texas 79901

APPLICATION NO.:	5 ✓
APPLICATION DATE.:	08/21/25 ✓
PERIOD FROM:	08/12/25 ✓
PERIOD TO:	08/21/25 ✓
PROJECT NO.:	25.568 ✓
PURCHASE ORDER:	2514036 ✓
BID/CSP NO.:	24-7494 ✓
CONTRACT DATE:	04/15/25
ACCOUNT STRING:	199.81.6624.004.99.603.568 ✓

Distribution to:

X	OWNER
X	ARCHITECT
	CONTRACTOR

VENDOR # 53675 ✓

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1	**ORIGINAL CONTRACT SUM**		$ 540,727.00 ✓
2	**Net change by Change Orders**		$ 8,471.25
3	**CONTRACT SUM TO DATE (line 1 + 2)**		$ 549,198.25 ✓
4	**TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$ 549,198.25 ✓
5	**RETAINAGE:**		
a.	5% % of Completed Work (Column D + E on G703)	$ 0.00	
b.	10% % of Stored Material (Column F on G703)	$ 0.00	
	Total Retainage (Line 5a + 5b or Total in Column 1 G703)	$ 0.00	
6	**TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ 549,198.25 ✓
7	**LESS PREVIOUS CERTIFCATES FOR** PAYMENT (Line 6 from prior Certificate)		$ 521,738.34 ✓
8	**CURRENT PAYMENT DUE**		$ 27,459.91 ✓
9	**BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)		$ 0.00 ✓

Joel Olivas 8/26/2025

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner			
Number	Date Approved		
CO#1	7/1/2025	$8,471.25	
CO#2	7/23/2025	$15,884.80	
CO#3	8/7/2025	-$15,884.80	
	TOTALS	$8,471.25	$0.00
Net change by Change Orders			$8,471.25

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: GRACEN ENGINEERING & CONSTRUCTION, INC. ✓ ✓

By: S. Michael Sambrano II Date: 8/21/2025

Type Name/Title: S. Michael Sambrano II, CEO ✓

State of: TX **County of:** EL PASO

Subscribed and sworn to before me this 21st day of August ,2025

My Commission expires: 5/29/2028

Notary Public:

Oscar Miramontes
My Commission Expires
5/29/2028
Notary ID134923289

CERTIFICATE FOR PAYMENT

In accordance with the Contractor Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $27,459.91 ✓

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT/ENGINEER: Carl Daniel Architects

By: Date: 25 AUG 2025

Type Name/Title:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner under this Contract.

PROJECT CLOSE-OUT FORM

DATE: 9/5/2025

CONTRACTOR: GRACEN Engineering & Construction, Inc

PROJECT FILE NAME: Burges HS Main Gym Wood Floor Renovation Project No. 25.568

Project Description: Burges HS Main Gym Wood Floor Renovation

Project Engineer: Joel Olivas

Architect/Engineer: Car Daniel Architects

Prime Contractor: GRACEN Engineering & Construction, Inc

Major Subcontractor-Electrical: N/A

Major Subcontractor-Mechanical: N/A

FINAL ACCEPTANCE RECORD

SUBSTANTIAL COMPLETION DATE: August 11, 2025

FINAL ACCEPTANCE DATE: _____

	Date Received	Comments
Certificate of Occupancy:	August 11, 2025	
O & M Manuals:	August 22, 225	
Warranty: Bonds	August 22, 2025	
Warranty: Guaranties	August 22, 2025	
Letter of Accept from A/E:	August 26, 2025	
A/E letter of TEA Design Certification:	N/A	
TDLR Final Inspection:	August 25, 2025	
Contractor' Release of Claims: **(Appendix 6)**	August 22, 2025	
Final Pay Request: **(AIA Form G702)**	August 26, 2025	
Record Document to A/E:	August 25, 2025	
Original Permit Card(s):	August 22, 2025	
Cert. Of Author. (Surety): **(AIA Form G707)**	August 22, 2025	
Punch list Completed:	September 5, 2025	
Key Submittals:	June 20, 2025	
Electronic Asbuilts	August 25, 2025	
Digital Close-out Documents:	August 26, 2025	
Asbestos Certification:	August 22, 2025	
Transfer of Utilities & Payment by Contractor	N/A	
Training Log	N/A	
Job Cost Accountants Approval	N/A	

Project Manager *(signature)*: Joel Olivas Date: 9/5/2025

Acknowledgement:

Oscar Garcia, Director Facilities & Construction: Oscar Garcia Digitally signed by Oscar Garcia DN: C=US, E=ogarci1@episd.org, O="EPISD", OU="Facilities & Construction", CN=Oscar Garcia Reason: I am approving this document Date: 2025.09.12 09:17:51-06'00' Date: 9/8/2025

After all appropriate signatures are obtained this form must be scanned for the electronic file.

FACILITIES & CONSTRUCTION

PROJECT FACT SHEET

Project Identification:

Project Title:	Burges HS Main Gym Wood Floor Renovation
Project No.:	25.568
Funding Source:	199X Operating Fund
Procurement Method:	Region 19 Allied States Cooperative RFP #24-7494
Address:	7800 Edgemere
Board Member District No.:	2

Project Description:

Current Conditions:	The wood structure has failed and the gym is closed as safety measure.
Location on Property:	Burges HS Main Gym
Project Square Footage:	
Scope of Work:	Removal and storage of the existing gym bleachers which will require disassembly and storage of the existing bleachers in storage containers located outside the building. Removal and disposal of the entire existing hardwood gym floor, 1 x 6 diagonal sub-floor 1 x 10 wood floor joists and 1 x12 wood girders. The existing concrete spot footing will remain in place and will be used to support the new wood girders, wood joists, sub-floor and hardwood gym floor. New painted court markings and school logos will be applied to the new gym hardwood flooring. Re-installation of existing bleachers. Refer to base bid drawings, and structural drawings.

General Information:

Project Budget:	$550,000.00
EPISD Project Manager:	Joel Olivas
Consultant Architect/Engineer:	Carl Daniels Architects, Inc.
Design Services Budget:	$31,160.00
Consultant Contract Amount:	$31,160.00
Additional Services	N/A
Additional Services Percentage	0%
Current Contract Amount	$31,160.00
Advertisement Date:	N/A
Date of Bid/Proposal:	January 24, 2025
Construction Duration:	90 calendar days
Contractor:	GRACEN Engineering & Construction, Inc.
BOT Award Date:	April 15, 2025
Construction Budget:	$550,000.00
Original Contract Amount:	$540,727.00
Base Bid:	$540,727.00
Alternates:	$0.00
Change Orders	$8,471.25
Change Orders Percentage:	1.57%
Current Contract Amount:	$549,198.25
Notice to Proceed:	April 28, 2025
Initial Contractual End Date:	July 27, 2025
Extensions:	1
Current Contractual End Date:	August 11, 2025
Substantial Completion Date:	August 11, 2025
Potential Liquidated Damages:	0.00
Conditions met for Final Acceptance Date:	September 28, 2025
BOT Approval of Final Acceptance/Payment Date:	October 21, 2025

FACILITIES & CONSTRUCTION
EL PASO ISD
it starts with us

Certificate of Substantial Completion

EPISD PROJECT: Burges High School Gym Floor Replacement CONSULTANT: Carl Daniel Architects
305 Leon Street El Paso Texas 79901

EPISD Project No.: 25.568

CONTRACTOR: Gracen Engineering & Construction, Inc
906 N. Mesa Street, Suite 202 El Paso, Texas 79902

CONTRACT DATE: 04/15/2025

DATE OF ISSUANCE: 8/19/2025

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as: 8/11/2025
The date of commencement of warranties shall be the date of Substantial Completion by the Owner.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Consultant when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use of which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Consultant, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to the complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final acceptance by the Owner.

Carl Daniel Architects		19 AUGUST 2025
Consultant	By	Date

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above Date of Substantial Completion.

Gracen Engineering & Construction, Inc		August 19, 2025
CONTRACTOR	BY	DATE

The owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on August 11, 2025 (date).

El Paso Independent School District		8/25/25
OWNER	BY Oscar Gracia, Director Facilities & Construction	DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damaged to the Work and insurance shall be as follows:
Until Final Acceptance by the Owner the Work shall be under the charge and care of the Contractor and he shall take every necessary precaution to prevent injury or damage to the Work or any part thereof by action of the elements, fire, fortuitous perils or from any other cause whatsoever whether arising form the execution or non-execution of the Work, and unless otherwise provided by Owner in writing, the Contractor shall be responsible for security, maintenance, heat, utilities, damage to the Work and insurance.

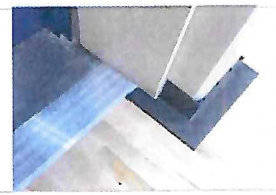
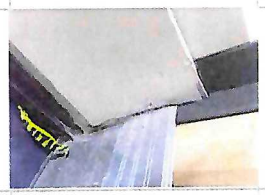
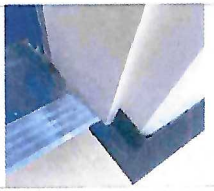
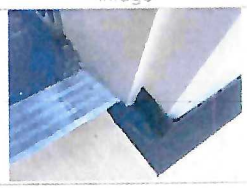
(Note-Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage, Contractor shall secure consent of surety company, if any.

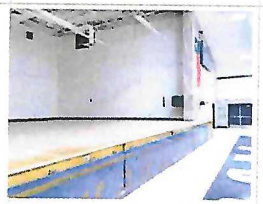
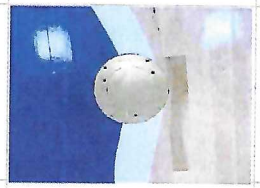
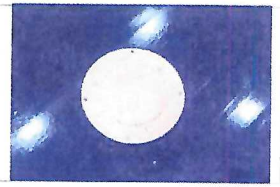
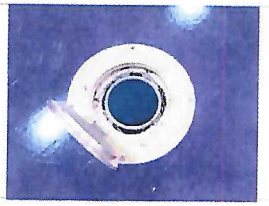
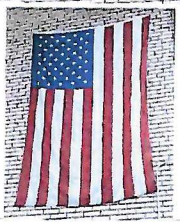
CONSTRUCTION PUNCHLIST

PROJECT NAME: Burges HS Main Gym Wood Floor Renovation PROJECT NO: _25.568_____

CONTRACTOR: GRACEN SITE VISIT DATE: _8/11/2025

ALL PUNCHLIST ITEMS MUST BE COMPLETED WITHIN 60 DAYS OF SUBSTANTIAL COMPLETION. THIS REPORT WILL BE SUBMITTED TO THE BOARD OF TRUSTEES.

PUNCH ID	TASK DESCRIPTION	TASK AREA	RESPONSIBLE PARTY	DUE DATE (60 Days Max)	PHOTO (Insert Image related to Task)	TASK COMPLETED DATE	PHOTOS (after photo)
1	CLEAN ALL CONSTRUCTION DUST.	GYM	GRACEN	8/18/2025		8/18/2025	
2	CLEAN NEW THRESHOLD AT ALL GYM ENTRY DOORS.	GYM	GRACEN	08/18/25		08/18/2025	
3	PAINT / TOUCH UP AT ALL GYM ENTRY DOORS	GYM	GRACEN	08/18/25		08/18/2025	
4	CAULK NEW TRESHOLD TO WALL AT ALL GYM ENTRY DOORS	GYM	GRACEN	08/18/25		08/18/2025	
5	CLEAN ALL BLEACHER SUPPORT MEMBERS BELOW SEATING AREAS.	GYM	GRACEN	08/18/25	NO IMAGE AVAILABLE	08/18/2025	
6	CLEAN CONSTRUCTION DUST AT ALL BASKETBALL BACKBOARDS	GYM	GRACEN	08/18/25		08/18/2025	

PUNCH ID	TASK DESCRIPTION	TASK AREA	RESPONSIBLE PARTY	DUE DATE (60 Days Max)	PHOTO (insert Image related to Task)	TASK COMPLETED DATE	PHOTOS (after photo)
7	CLEAN DUST AT STAGE AND DOORS TO BOTTOM OF STAGE	GYM	GRACEN	08/18/25		08/18/2025	
8	INSTALL 3 MISSING SREWS AT ALL VOLLEYBALL POLE SUPPORTS	GYM	GRACEN	08/18/25		08/18/2025	
9	CLEAN SAW DUST FROM ALL VOLLEYBALL SUPPORT HOLES	GYM	GRACEN	08/18/25		08/18/2025	
10	CLEAN TEXAS AND AMERICAN FLAG	GYM	GRACEN	08/18/25	 	08/18/2025	 
11	CLEAN TWO ELECTRICAL CABINETS AT STAGE	GYM	GRACEN	08/18/25		08/18/2025	

PUNCH ID	TASK DESCRIPTION	TASK AREA	RESPONSIBLE PARTY	DUE DATE (60 Days Max)	PHOTO (insert Image related to Task)	TASK COMPLETED DATE	PHOTOS (after photo)
12	REPAINT SCRATCH MARKS AT FLOOR PAINT AREAS LOCATION DRAWING	GYM	GRACEN	09/29/25	SEE ATTACHED DRAWING	09/29/2025	   

PUNCH ID	TASK DESCRIPTION	TASK AREA	RESPONSIBLE PARTY	DUE DATE (60 Days Max)	PHOTO (insert Image related to Task)	TASK COMPLETED DATE	PHOTOS (after photo)
13	CLEAN CONTRACTORS COFERENCE ROOM	CONFERENCE ROOM	GRACEN	08/18/25	SEE ATTACHED DRAWING	08/18/2025	
14	CLEAN LOCKER ROOM AND VESTIBULE	LOOKER ROOM AND VESTIBULE	GRACEN	08/18/25	SEE ATTACHED DRAWING	08/18/2025	
15	REMOVE ITEMS FROM EXTERIOR STAGING AREA	EXTERIOR STAGING	GRACEN	08/18/25	NO IMAGE AVAILABLE	08/18/2025	

Punchlist Walk-Through Signatures

8/23/2025
CONTRACTOR and DATE

08/23/2025
CONSULTANT and DATE

N/A
MAINTENANCE and DATE

10/3/25
PRINCIPAL and DATE

N/A
HEAD CUSTODIAN and DATE

Joel Olivas 9/30/2025
PROJECT MANAGER and DATE

FINAL Punchlist Review Signatures

9/30/2025
CONTRACTOR and DATE

09/29/2025
CONSULTANT and DATE

N/A
MAINTENANCE and DATE

10/7/25
PRINCIPAL and DATE

N/A
HEAD CUSTODIAN and DATE

Joel Olivas 9/30/2025
PROJECT MANAGER and DATE

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
              F.   APPROVAL OF FACILITIES-RELATED AGREEMENTS AND FINAL PAYMENTS FOR CONSTRUCTION CONTRACTS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Approval of Traffic Signal Flasher Agreement Between El Paso Independent School District and City of El Paso for El Paso High School (Budgeted General Operating Funds - $33,200.00)

JUSTIFICATION STATEMENT:
Approval is required to proceed with the installation of the school zone flasher signal

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Joel Valencia, Haydee Pena

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
The Interlocal Agreement is one (1) of seven (7) approved methods of purchasing allowed under Texas Education Code, Section 44.031. Administration is recommending that the Board approve the High School Traffic Signal Flasher Agreement between El Paso Independent School District and the City of El Paso, for the installation of one (1) solar-powered school flasher signal along Schuster Ave., between Virginia St., and Brown St., to serve El Paso High School at 800 E. Schuster Ave.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board approve the High School Traffic Signal Flasher Agreement between the El Paso Independent School District and the City of El Paso to be installed near El Paso High School, in the amount of $33,200.00, as presented.

FUNDING SOURCE: Budgeted General Operating Funds **ACCOUNT NO.:** 199.81.6624.006.99.603.607

FISCAL IMPACT AND COST:
$33,200.00

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
The school zone flasher signals would not be installed, resulting in a potential impact on student safety.

IMPLEMENTATION TIMELINE:

Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Signed Agreement

THE STATE OF TEXAS §

§ **TRAFFIC SIGNAL FLASHER AGREEMENT**

COUNTY OF EL PASO §

This Agreement is made this ___ day of _____, 2025, by and between the **El Paso Independent School District,** hereinafter ("**EPISD**") and the **CITY OF EL PASO,** a Texas municipality, hereinafter referred to as ("**City**") (each a "**Party**" and collectively the "**Parties**").

WITNESSETH:

WHEREAS, EPISD has requested the installation of a total of one (1) solar powered school flasher signal along Schuster Ave. between Virginia St. and Brown St. to serve El Paso High School at 800 Schuster Ave, to be utilized by students, staff and visitors of the schools; and

WHEREAS, EPISD has agreed to pay an estimated THIRTY-THREE THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($33,200.00) for the one (1) solar school flasher signal identified above; and

WHEREAS, EPISD and the City desire to enter into an agreement whereby each will bear certain responsibilities regarding installation, maintenance, and upkeep of the signal.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the **Parties** hereby agree as follows:

1. Within thirty (30) days from the date hereof, **EPISD** shall deliver payment to the City by check in the amount of the estimated THIRTY-THREE THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($33,200.00). The City agrees that all money paid by **EPISD** pursuant to this Agreement shall be used solely for the design and replacement installation costs of the one (1) solar powered school flasher signal to be installed by the City at proposed location along Schuster Ave., approximately at the location shown in Exhibit "A," attached hereto and incorporated herein. Those costs shall include, but not be limited to, all costs for design, engineering, labor, materials, equipment and all other costs reasonably related to the solar signal installation. This amount to be paid by **EPISD** reflects one hundred percent (100%) of the total estimated cost of the installation of the signal, and shall be made pursuant to the requirements of applicable provisions of the El Paso City Code, specifically Section 12.20.190(B). In the event that **EPISD**'s actual one hundred percent (100%) responsibility exceeds the estimated total above, **EPISD** shall make such additional payment to the City, within thirty (30) days of its receipt of written notice from the City of such additional costs. The City will provide written notification to **EPISD** before proceeding further if the cost of the project is found to exceed the projected budget.

2. Upon receipt of **EPISD**'s payment of the estimated amount pursuant to this Agreement, the City Traffic Engineer or designee shall proceed with the design and the ordering of materials and parts for the signal in accordance with established City procedures. The City Traffic Engineer or designee shall order the installation and activation of the signal within one hundred twenty

(120) days of receipt of **EPISD**'s payment pursuant to this Agreement. The signal shall be designed and installed in accordance with City standards and specifications so as to provide **EPISD** and the City with the necessary and appropriate control of vehicular and pedestrian traffic, as determined by the City Traffic Engineer. The City shall be entitled to draw upon such funds for payment of costs incurred pursuant to the terms of this agreement.

If the total cost of the signal exceeds THIRTY-THREE THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($33,200.00) and **EPISD** fails to provide additional funds, the City shall have the option of not completing the installation and activation of the signal as provided for in this Agreement and will refund to **EPISD** the estimated amount paid by **EPISD**, less the costs actually incurred by the City to date.

If the total, actual cost of the signal is less than THIRTY-THREE THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($33,200.00), the City will refund to **EPISD**, upon the completion of the installation and activation of the signal, any excess funds. Such funds shall be considered excess funds when **EPISD**'s submitted payment exceeds one hundred percent (100%) of the total cost of installation, pursuant to applicable El Paso City Code provisions noted in paragraph 1. The City will cause all work required for the traffic signal installation to be completed as soon as reasonably possible, subject to extensions for reasonable delays that are outside of the City's control.

3. In the event the traffic signal installation and activation have not been substantially completed within eighteen (18) months' time, beginning upon complete execution of this agreement, the City will notify **EPISD** in writing of the reasons for the delay and the estimated date of substantial completion. At such time, **EPISD** may request that the City refund to **EPISD** all money paid by **EPISD** hereunder and any money drawn from the letter of credit or escrow account, minus the City's engineering, accounting, and design costs for the signal that have been actually incurred to date. Deduction from a refund for such engineering, accounting and design costs shall not exceed TWO THOUSAND AND 00/100 DOLLARS ($2,000.00). The letter of credit or escrow account shall be released and returned to **EPISD** within sixty (60) days after receipt of the request from **EPISD.**

4. All materials and parts used in the construction and installation of the traffic signal shall be and remain the property of the City. The City shall be responsible for maintaining the traffic signal in good repair and operating condition and shall make all necessary repairs thereto and perform all necessary maintenance thereon as and when required, all at the City's sole cost and expense and at no cost or expense to **EPISD. EPISD** shall provide written notification to the City's Traffic Engineer of any malfunction of such signals.

5. As provided pursuant to this Agreement, and to the extent possible by law, if the City elects to complete the installation and activation of the traffic signal, between the time periods of the execution of this Agreement by the City and **EPISD** and the completed installation of the traffic signal, **EPISD** shall not hold the City liable for any damages which occur during this period because of the conduct of third parties or factors beyond the City's control, and hereby releases the City from such liability. **EPISD** shall be responsible for providing the City Traffic Engineer with an accurate bell schedule for the affected school, prior to the

beginning of each period of time in which school is in session, be it semester, term or otherwise. Such bell schedule shall be provided one (1) month prior to the implementation of any new bell schedule, to allow the City Traffic Engineer, or his designee, to adjust the affected traffic signal accordingly. **EPISD** shall notify the City Traffic Engineer, in writing, of any change in bell schedule with sufficient time to allow the City Traffic Engineer, or his designee, to adjust the traffic signals' operation schedule. **EPISD** shall also be responsible for notifying the City Traffic Engineer of any defect, malfunction or problem, with such traffic signal installed pursuant to this agreement.

6. This document contains all of the agreements between the **Parties** and may not be modified, except by an agreement in writing signed by both **Parties**.

7. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

8. The laws of the State of Texas shall govern the validity, performances and enforcement of this Agreement and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

9. The individual signing this Agreement on behalf of **EPISD** or on behalf of the City each acknowledge that he/she is authorized to do so and said individual further warrants that he/she has been duly authorized to commit and bind **EPISD** or the City to the terms and conditions of this Agreement.

10. This Agreement is for the sole benefit of the **Parties** named herein and can be modified at any time in writing by mutual consent of the **Parties** without the approval of any third party.

11. Nothing contained herein shall be construed by the **Parties** hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any similar such relationship, or to render any **Party** liable for the debts or obligations of the other **Party** hereto.

12. No **Party** hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

13. This Agreement may not be assigned by either **Party** without prior written approval of the other.

14. The terms, provisions, and licenses provided herein shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the **Parties**. There are no third-party beneficiaries of this contract.

IN WITNESS WHEREOF, the **Parties** have executed this Agreement as the day and year first written above.

CITY OF EL PASO

Dionne Mack
City Manager

APPROVED AS TO FORM:

Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Randy Garcia, Director
Streets and Maintenance Department

El Paso Independent School District:

Name: Martha Aguirre
Title: Interim Superintendent

APPROVED AS TO FORM:

Signed: Thursday, September 25, 2025
Cezy Collins, General Counsel
EPISD

EXHIBIT "A"



NOTES:

1.) INSTALL 30 FT MAST ARM SOLAR SCHOOL FLASHER AS INDICATED

* EXACT PLACEMENT TO BE DETERMINED ON FIELD

LEGEND:

1 — NEW SIGN & POST (FLASHER)



EP TX STREETS AND MAINTENANCE	**SUBJECT**	REVISIONS: 1 2 3	SERVICE REQUEST #: SR-341576	DATE:	SHEET: 1 OF 1	APPROVED BY:
	LOCATION: EL PASO HIGH SCHOOL 800 SCHUSTER AVENUE		ASSIGNED TO: SIGN SHOP ■ SIGNAL SHOP □ MARKING SHOP □ OTHER □	PREPARED BY: REVIEWED BY:		COMPLETED BY: (DATE & SIGNATURE)

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
ACTION ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Discuss and Take Appropriate Action on an Order Authorizing the Issuance of "El Paso Independent School District Unlimited Tax Refunding Bonds" in One or More Series; Levying a Continuing Direct Annual ad Valorem Tax for the Payment of Such Bonds; and Resolving other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Such Bonds, Including Delegating Certain Matters to Authorized Officials of the District within Certain Specified Parameters

JUSTIFICATION STATEMENT:

The proposed refunding bonds will only be issued if the refunding results in present value debt service savings for the District after payment of all applicable costs of the bond issuance

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Walt Byers, Treasurer

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:

There are currently outstanding certain previously issued bonds of the District, namely the District's Unlimited Tax Refunding Bonds, Series 2015A and the District's Unlimited Tax School Building Bonds, Series 2017. The District's Financial Advisor, Hilltop Securities, indicates that market conditions may allow for the refunding of all or a portion of such outstanding bonds to allow the District to achieve present value debt service savings after payment of all costs of the new bond issuance. The proposed bond Order delegates to the District's Interim Superintendent and the District Treasurer the authority to move forward with the refunding only if certain pricing parameters are met, including a specified level of debt savings and a not-to-exceed true interest rate cost. The exact parameters are set forth in Section 3 of the proposed Bond Order and will be reviewed at the meeting at which the Order is being considered.

The Order establishes the following parameters: The aggregate principal does not exceed $222,115,000; minimum net present value savings of 3.00%; maximum true interest cost of 5.30%; a final maturity date of August 15, 2042; and expiration of delegated authority of 365 days.

When issuing debt, the District works with Hilltop Securities as its Financial Advisor, and Norton Rose Fulbright, LLP, as its Bond Counsel. Maria Urbina is the primary contact at Hilltop, and Paul Braden is the primary contact as the District's Bond Counsel. The attached draft Order was prepared by Bond Counsel.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board adopt the Order authorizing the issuance of "El Paso Independent School District Unlimited Tax Refunding Bonds" in one or more series; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters incident and related to the issuance, sale, payment, and delivery of such Bonds, including delegating certain matters to authorized officials of the District within certain specified parameters, as presented.

FUNDING SOURCE: Debt Service Fund **ACCOUNT NO.:** NA

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
El Paso ISD UL Tax Ref Presentation - 9.26.25.pdf
EL PASO ISD UT REF 2025 - Order (parameters).docx

HilltopSecurities
Investment Banking Solutions

EL PASO INDEPENDENT SCHOOL DISTRICT

OCTOBER 21, 2025

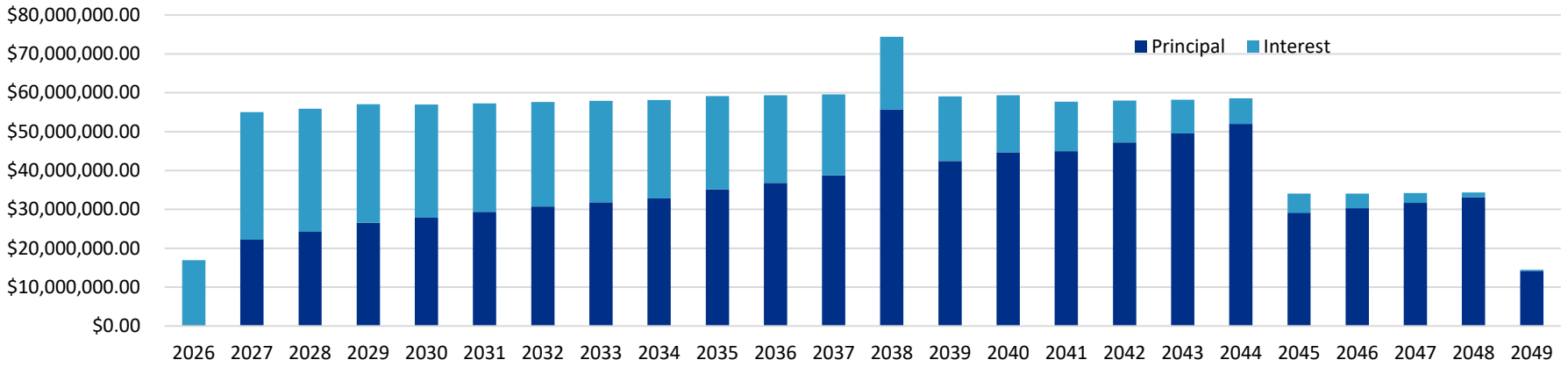
EL PASO ISD
it starts with us

EL PASO ISD DEBT PROFILE (1)

Outstanding Debt Summary

Issue	Original Par Amount	Principal Outstanding	Coupon Range	Call Date	Final Maturity
Unlimited Tax Refunding Bonds, Taxable Series 2020A	$115,054,970	108,085,000	1.87%-5.00%	08/15/2030	8/15/2033
Unlimited Tax Refunding Bonds, Series 2020	37,850,000	14,235,000	5.00%	Non-Callable	8/15/2029
Variable Rate MTC Tax Notes, Series 2020 (Remarketed 8/1/2023)	17,390,000	16,575,000	5.00%	RQ08/01/2026	2/1/2040
Unlimited Tax School Building Bonds, Series 2020	197,075,000	176,650,000	4.00%	08/15/2029	8/15/2048
Unlimited Tax School Building Bonds, Series 2019	241,375,000	241,375,000	3.00%-5.00%	02/15/2028	8/15/2043
Unlimited Tax Refunding Bonds, Series 2018	16,570,000	13,490,000	4.00%-5.00%	02/15/2028	8/15/2033
Qualified Sch Constn Mtc Tax Notes Taxable Ser 2017 (Direct Subsidy)	15,300,000	15,300,000	4.05%	Make Whole	8/15/2037
Maintenance Tax Notes, Series 2017	5,845,000	3,905,000	3.00%-4.00%	02/15/2027	2/15/2037
Unlimited Tax School Building Bonds, Series 2017	181,835,000	181,835,000	3.00%-5.00%	08/15/2026	8/15/2042
Unlimited Tax Refunding Bonds, Series 2015A	104,555,000	34,775,000	3.00%-5.00%	08/15/2025	8/15/2030
Unlimited Tax Refunding Bonds, Series 2015	78,740,000	5,505,000	5.00%	08/15/2025	08/15/2026
	Total	$811,730,000			

Debt Service (FYE 6/30)



(1) As of August 31, 2025.

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

BOND REFINANCING "REFUNDING" OVERVIEW

EXISTING REFINANCING "REFUNDING" CANDIDATES				
Debt Issue	Callable Principal	Coupons	Call Date	Final Maturity
U/L Tax Ref Bds Ser 2015	$ 5,505,000	5.00%	8/15/2024	8/15/2026
U/L Tax Ref Bds Ser 2015A	34,775,000	3.00% - 5.00%	8/15/2025	8/15/2030
U/L Tax Sch Bldg Bds Ser 2017	181,835,000	3.00% - 5.00%	8/15/2026	8/15/2042
	$ 222,115,000			

CURRENT REFUNDING

- **SERIES 2015 & SERIES 2015A:**
  - Current tax legislation allows for bonds to be "Currently Refunded" at Tax-Exempt Rates. A current refunding, by legal definition, allows for bonds to be called within 90 days of the issuance of new "Refunding Bonds."

FORWARD/CURRENT REFUNDING

- **SERIES 2017:**
  - New refunding bonds are sold at a premium on a forward basis which allows the District to lock in tax-exempt rates today. Refunding bonds are delivered at the earliest date allowable for a "Current Refunding".

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

❑ Combined Savings Summary:

- For illustration, assumes Current Refunding of Series 2015 & Series 2015A and Forward Refunding of Series 2017.
  - *Forward refunding assumes a 6-month premium of 24 basis points (4 basis points per month)*
- Assumes generic Permanent School Fund ("PSF") guarantee with underlying "Aa2" and "AA" interest rates as of September 24, 2025.

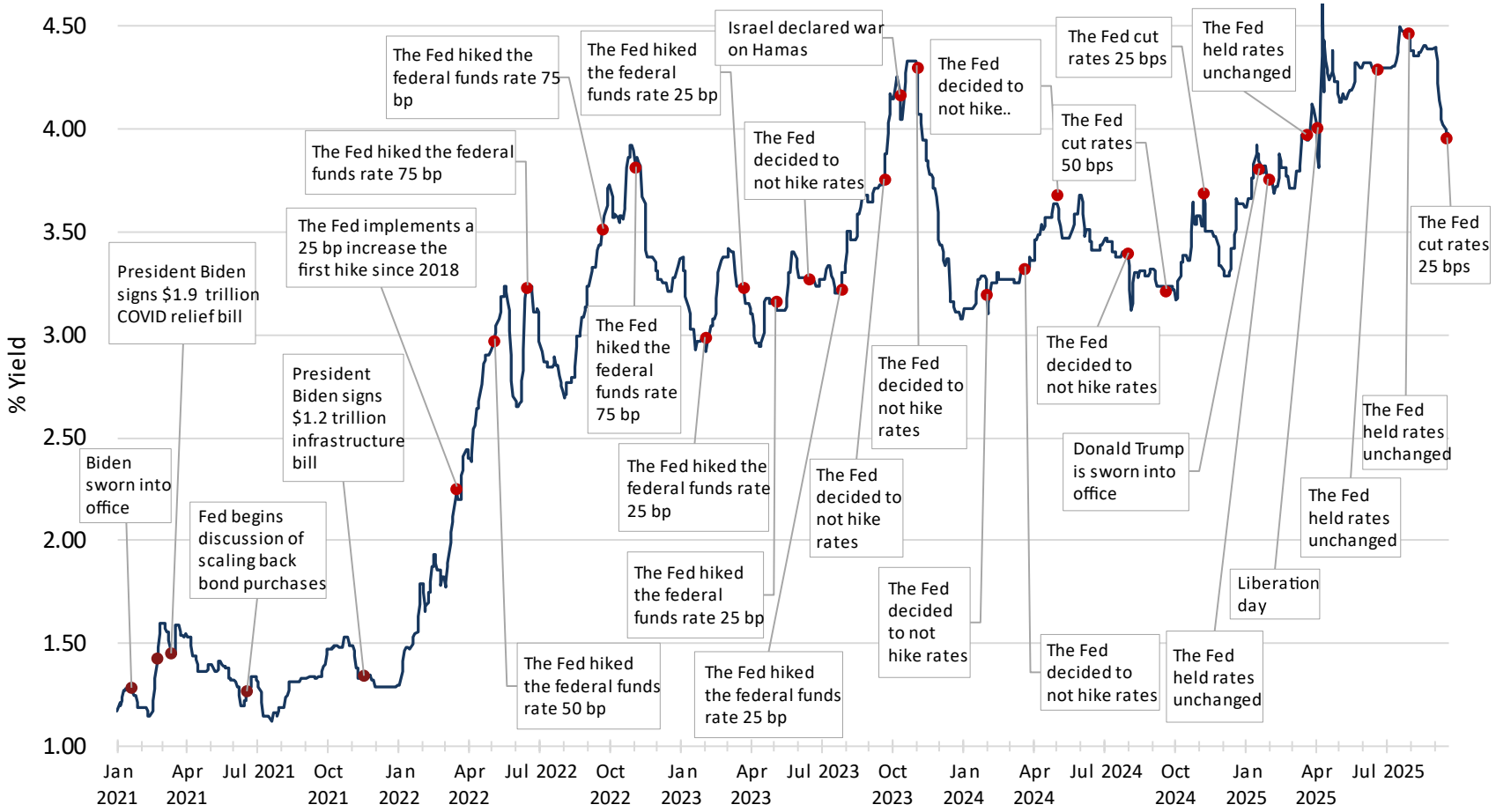
KEY BOND STATISTICS			
	Series 2015 & 2015A	**Series 2017**	**Total**
PAR AMOUNT ($) OF REFUNDED BONDS	$40,280,000	$132,265,000	**$172,545,000**
Total Savings	$1,296,012	$12,108,835	**$13,404,847**
Net Present Value Savings ($)	$1,206,816	8,850,492	**$10,057,308**
Net Present Value Savings (%)	3.00%	6.69%	**5.83%**
Average Annual Savings	$259,000	$807,458	**$1,066,458**
Estimated Borrowing Cost (TIC)	2.46%	3.95%	
Final Maturity	8/15/2030	8/15/2041	

- Note:
  - This data is being provided for informational purposes only and it does not contain an expressed or implied recommendation, and it is not intended to be advice. Analysis is preliminary and subject to change.

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

CHANGE IN 20-YEAR MMD

Change in 20-Year MMD with Market Commentary – 1/1/21 to 9/19/2025



Source: Refinitiv Municipal Market Data and HilltopSecurities

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

PARAMETER AUTHORIZATION

❑ **Parameter authorization will enable the sale of the Bonds at optimum timing and structure:**

- Unlimited Tax Refunding Bonds

❑ **Board delegates final pricing authority to following Pricing Officer(s):**

- Superintendent
- Chief Financial Officer
- Treasurer

❑ **Board establishes and approves bond sale parameters:**

- Aggregate Not-to-Exceed Principal Amount – $222,115,000*
- Minimum Present Value Savings – 3.00%
- Maximum True Interest Cost – 5.30%
- Final Maturity Date – August 15, 2042
- Expiration of Delegated Authority – 365 Days

❑ **Pricing Officer can only approve sale if all Board parameters are met.**

*Note: Maximum par available to call for Series 2015, Series 2015A, and Series 2017.

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

NEXT STEPS

REFUNDING SCEHDULE OF EVENTS*

- **October 21, 2025:** Board Considers Selling Unlimited Tax Refunding Bonds through a Parameter Order
- **Week of November 19, 2025:** Earliest Pricing of Bonds & Execution of Sale Agreements
- **December 18, 2025:** Bond Closing

**Tentative and subject to change based on market conditions.*

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

CONCLUSION

QUESTIONS & ANSWERS

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

ORDER
AUTHORIZING THE ISSUANCE OF

EL PASO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS

Adopted: October 21, 2025

TABLE OF CONTENTS

Page

SECTION 1: Authorization - Series Designation - Principal Amount - Purpose - Bond Date 1
SECTION 2: Fully Registered Interest Paying/Non-Interest Paying Obligations - Terms 2
SECTION 3: Delegation of Authority to Pricing Officer. 3
SECTION 4: Terms of Payment-Paying Agent/Registrar 4
SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds 5
SECTION 6: Book-Entry-Only Transfers and Transactions 6
SECTION 7: Execution - Registration 7
SECTION 8: Initial Bonds 7
SECTION 9: Forms 8
SECTION 10: Levy of Taxes 8
SECTION 11: Mutilated-Destroyed-Lost and Stolen Bonds 9
SECTION 12: Satisfaction of Obligation of District 10
SECTION 13: Order a Contract - Amendments - Outstanding Bonds 11
SECTION 14: Covenants to Maintain Tax-Exempt Status 12
SECTION 15: Sale of Bonds – Official Statement 15
SECTION 16: Refunded Bonds 16
SECTION 17: Escrow Agreement 17
SECTION 18: Control and Custody of Bonds 18
SECTION 19: Proceeds of Sale 18
SECTION 20: Notices to Holders-Waiver 19
SECTION 21: Cancellation 19
SECTION 22: Bond Counsel Opinion 19
SECTION 23: CUSIP Numbers 19
SECTION 24: Further Procedures 20
SECTION 25: Benefits of Order 20
SECTION 26: Inconsistent Provisions 20
SECTION 27: Governing Law 20
SECTION 28: Effect of Headings 20
SECTION 29: Construction of Terms 20

TABLE OF CONTENTS
(continued)

Page

SECTION 30: Severability 21
SECTION 31: Incorporation of Findings and Determinations 21
SECTION 32: Permanent School Fund Guarantee 21
SECTION 33: Bond Insurance 22
SECTION 34: Credit Enhancement 22
SECTION 35: Continuing Disclosure Undertaking 22
SECTION 36: Public Meeting 26
SECTION 37: Effective Date 26

EXHIBIT A FORM OF PAYING AGENT/REGISTRAR AGREEMENT...……..A-1
EXHIBIT B FORM OF BONDS …...…….B-1

AN ORDER authorizing the issuance of "El Paso Independent School District Unlimited Tax Refunding Bonds" in one or more series; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters incident and related to the issuance, sale, payment, and delivery of such Bonds, including delegating certain matters to authorized officials of the District within certain specified parameters

WHEREAS, the Board of Trustees (the "Board") of the El Paso Independent School District (the "District") has heretofore issued, sold, and delivered, and there are currently outstanding bonds of the District payable from ad valorem taxes of the following issues or series (together hereinafter called the "Refundable Bonds"), to wit:

(1) "El Paso Independent School District Unlimited Tax Refunding Bonds, Series 2015," dated December 15, 2014;

(2) "El Paso Independent School District Unlimited Tax Refunding Bonds, Series 2015A," dated February 1, 2015; and

(3) "El Paso Independent School District Unlimited Tax School Building Bonds, Series 2017," dated January 1, 2017; and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the Board is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the bonds to be refunded, or other authorized depository, and such deposit, when made in accordance with such statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the bonds to be refunded; and

WHEREAS, the District shall by this Order, in accordance with the provisions of Chapters 1207 and 1371, Texas Government Code, as amended, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of bonds to be issued, negotiate the terms of sale thereof, to select the specific maturities (whole or part) of the Refundable Bonds to be refunded, and to determine any other details relating to the issuance, sale, delivery and/or exchange of the bonds, all within certain specified parameters set forth herein; and

WHEREAS, the Board hereby finds and determines that it is a public purpose and in the best interests of the District to refund all or part of the Refundable Bonds in order to achieve a present value debt service savings, with such savings, among other information and terms, to be included in one or more pricing certificates (each, a "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of Texas Government Code, Chapters 1207 and 1371, as amended; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE EL PASO INDEPENDENT SCHOOL DISTRICT:

SECTION 1: Authorization - Series Designation - Principal Amount - Purpose - Bond Date. Unlimited tax bonds of the District shall be and are hereby authorized to be issued, in one or more series, in the maximum aggregate principal amount hereinafter set forth to be designated

and bear the title "EL PASO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2025" and/or any additional or different designation as specified in the Pricing Certificate (each such series herein referred to as the "Bonds"), for the purpose of (i) providing funds for the discharge and final payment of all or part of the Refundable Bonds (those Refundable Bonds actually refunded, as identified in the Pricing Certificate, are referred to herein as the "Refunded Bonds") and (ii) to pay the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended. The Bonds shall be dated (the "Bond Date") as provided in the applicable Pricing Certificate.

SECTION 2: Fully Registered Interest Paying/Non-Interest Paying Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and as either or both "Current Interest Bonds" (obligations paying accrued interest to the holders or owners on and at stated intervals prior to maturity) and "Capital Appreciation Bonds" (obligations paying no accrued interest to the holders or owners prior to maturity).

(a) Current Interest Bonds. Current Interest Bonds (other than the Initial Bonds referenced in Section 8 hereof) shall be in denominations of $5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the "Stated Maturities") and bear interest at the rate(s) per annum in accordance with the details of the Current Interest Bonds as set forth in the applicable Pricing Certificate.

Current Interest Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Current Interest Bonds shall be payable in each year on the dates, and commencing on the date, set forth in the applicable Pricing Certificate.

(b) Capital Appreciation Bonds. Capital Appreciation Bonds (other than the Initial Bonds referenced in Section 8 hereof) shall each be issued in Maturity Amounts (the "Accreted Value" [as hereinafter defined] at maturity) of $5,000, or any integral multiple thereof within a Stated Maturity, shall be lettered "CAB-" and numbered consecutively from one (1) upward, and the original principal amounts of the Capital Appreciation Bonds, shall accrue interest at the interest rate(s) stated in the applicable Pricing Certificate, and shall become due and payable on a date certain in each of the years (the "Stated Maturities") in the Maturity Amounts set forth in the applicable Pricing Certificate.

Interest on the Capital Appreciation Bonds shall accrue from the date of delivery of the Bonds to the initial purchasers, and be compounded semiannually in each year on the dates (the "Compounding Dates"), and commencing on the date, set forth in the applicable Pricing Certificate, until the Stated Maturity or earlier redemption thereof. The accrued interest on Capital Appreciation Bonds shall be payable at maturity or earlier redemption as a portion of the Maturity Amount or Accreted Value thereof.

The term "Accreted Value," as used herein with respect to Capital Appreciation Bonds, shall mean the original principal amount of a Capital Appreciation Bond, plus the initial premium, if any, paid therefor, with interest thereon compounded semiannually to the Compounding Date next preceding the date of such calculation (or the date of calculation, if such calculation is made on a Compounding Date), at the respective interest rates stated in the applicable Pricing Certificate therefor and, with respect to each $5,000 Accreted Value at maturity, as set forth in the Accreted Value table attached to the applicable Pricing Certificate and in the Official Statement referred to in the applicable Pricing Certificate. For any day other than a Compounding Date, the Accreted Value of a Capital Appreciation Bond shall be determined by a straight line interpolation between the values for the applicable semiannual Compounding Dates (based on 30-day months).

SECTION 3: Delegation of Authority to Pricing Officer.

(a) As authorized by Texas Government Code, Chapters 1207 and 1371, as amended, the Superintendent of Schools or Interim Superintendent of Schools, the Chief Financial Officer of the District, and the Treasurer of the District, each acting individually (each, a "Pricing Officer") is hereby authorized to act on behalf of the District in selling and delivering the Bonds, in one or more series, and carrying out the other procedures specified in this Order, including selecting the specific maturities (whole or part) of the Refundable Bonds to be refunded, determining the aggregate original principal amount of each series of the Bonds to be issued, the date of each series of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds of each series will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds of each series will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the record date, the compounding dates, the price and terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption provisions, the designation of a paying agent/registrar, the designation of an escrow agent satisfying the requirements of Texas Government Code, Chapter 1207, as amended, and all other matters relating to the issuance, sale, and delivery of each series of Bonds, including any modification of the Rule 15c2-12 continuing disclosure undertaking contained in Section 35 hereof, all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of all Bonds issued hereunder shall not exceed $222,115,000;

(ii) each series of Bonds issued to refund all or a portion of the Refundable Bonds must produce present value savings of at least 3.00%, net of any District contribution;

(iii) the true interest cost of each series of Bonds shall not exceed 5.30%; and

(iv) the maximum maturity date for each series of Bonds issued hereunder shall not exceed August 15, 2042.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the District to the Purchasers (hereinafter defined).

(b) In establishing the aggregate principal amount of each series of Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which such series of Bonds are authorized and to pay costs of issuing such series of Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to 365 days from the date hereof. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

SECTION 4: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

In each Pricing Certificate, the Pricing Officer shall designate the entity to serve as Paying Agent/Registrar for the applicable series of Bonds. Books and records relating to the registration, payment, exchange and transfer of each series of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the District by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The Pricing Officer is hereby authorized to execute and deliver a Paying Agent/Registrar Agreement in connection with the delivery of each series of the Bonds. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the applicable series of Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the applicable series of Bonds, the District agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate (the "Designated Payment/Transfer Office"); provided, however, while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest accrued on a Capital Appreciation Bond shall be payable at its Stated Maturity or redemption as a portion of the Accreted Value or Maturity Amount. Interest on a Current Interest Bond shall be paid by the Paying Agent/Registrar to the Holder whose name appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent United States mail, first-class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal

holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date on the Current Interest Bonds, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the interest due and payable (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder of the Current Interest Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like series, of like kind (Current Interest Bonds or Capital Appreciation Bonds), maturity and amount and in authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bonds authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like Stated Maturity, of like series, and of a like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bonds authorized in Section 8 hereof) may be exchanged for other Bonds of like series of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States

mail, first-class, postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the District nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 4 and 5 hereof relating to the payment and transfer/exchange of the Bonds, the District hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representation, by and between the District and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement") relating to the Bonds.

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold such Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry-only clearance and settlement of securities transactions in general, the District covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC

Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the District by the President of the Board under its seal reproduced or impressed thereon and attested by the Vice President or Secretary of the Board. The signature of such officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the date of adoption of this Order shall be deemed to be duly executed on behalf of the District, regardless of whether such individuals are no longer officers at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 8: Initial Bonds. The Bonds herein authorized shall be initially issued as fully registered Bonds of the appropriate kind (Current Interest Bonds and Capital Appreciation Bonds) as specified in the Pricing Certificate, being (i) a single, fully registered Current Interest Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the Pricing Certificate and numbered TR-1, and/or (ii) a single, fully registered Capital Appreciation Bond in the aggregate Maturity Amount noted, and with installments of such Maturity Amount to become due and payable as provided, in the Pricing Certificate and numbered TCAB-1 (hereinafter collectively called the "Initial Bonds") and the Initial Bonds shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bonds shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bonds, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bonds delivered hereunder and exchange therefor definitive Bonds of like series, of like kind, and of authorized denominations, Stated Maturities, principal amounts (with respect to Current Interest Bonds) or Maturity Amounts (with respect to the Capital Appreciation Bonds) and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms. (a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in **Exhibit B** with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order or the Pricing Certificate. The Bonds to be completed and modified with the information set forth in the Pricing Certificate may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to the Bonds being guaranteed by the Permanent School Fund and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the District or determined by the Pricing Officer. Each Pricing Certificate shall set forth the final and controlling form and terms of the applicable series of Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bonds shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution.

SECTION 10: Levy of Taxes. To provide for the payment of each series of the Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without limit as to rate or amount, sufficient to pay the principal of and interest on each series of the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the District for the payment of each series of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on such Bonds while Outstanding (hereinafter defined); full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited in the "SPECIAL SERIES 2025 UNLIMITED TAX REFUNDING BOND FUND" and/or any additional or different designation as specified in the Pricing Certificate (each, an "Interest and Sinking Fund") to be maintained at an official depository of the District's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of each series of the Bonds.

PROVIDED, however, in regard to any payment to become due on a series of Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the applicable Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the District are hereby authorized and directed to transfer and deposit in the applicable Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the applicable series of Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the applicable Bond Date.

The District represents that it currently receives state assistance, and to the extent the District's ability to comply with Texas Education Code, Section 45.0031, as amended, with respect

to the issuance of a series of Bonds is contingent on such state assistance, the District covenants and agrees a tax rate will not be adopted for a year to pay debt service on such series of Bonds unless the District has deposited to the credit of the applicable Interest and Sinking Fund the amount of such state assistance received or to be received in that year and used in the demonstration to the Attorney General to comply with such Section 45.0031. Furthermore, in the event the District receives state assistance for a series of Bonds under Texas Education Code, Chapter 46, as amended, and while such assistance or any substitute program therefor requires such state assistance to be deposited to the applicable Interest and Sinking Fund for such series of Bonds, the District covenants and agrees to deposit to the credit of the applicable Interest and Sinking Fund the state assistance received by the District pursuant to Chapter 46, or any successor program, for such series of Bonds, and a tax rate for purposes of debt service shall be adopted that takes into account the balance of the applicable Interest and Sinking Fund.

The President, Vice President, and Secretary of the Board, the Superintendent of Schools or Interim Superintendent of Schools, the Chief Financial Officer of the District, and the Treasurer of the District, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for each series of Bonds, from funds on deposit in the applicable Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of each series of Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for each applicable series of Bonds.

SECTION 11: Mutilated-Destroyed-Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, of like series, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the District and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the District and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the District, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 12: Satisfaction of Obligation of District. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of and interest on the applicable series of Bonds, at the times and in the manner stipulated in this Order and the Pricing Certificate, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) (with respect to Current Interest Bonds) and/or Maturity Amounts (with respect to Capital Appreciation Bonds) shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities (as hereinafter defined) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, to pay when due the Bonds on the Stated Maturities thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The District covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section in excess of the amount required for the payment of the applicable series of Bonds shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the applicable series of Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the District be remitted to the District against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise specified in the Pricing Certificate, the term "Government Securities," as used herein, means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a

nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (d) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

The District reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the District moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of a series of Bonds, to call for redemption, at an earlier date, those Bonds of a series which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds of such series for redemption; (ii) gives notice of the reservation of that right to the owners of the applicable series of Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 13: Order a Contract - Amendments - Outstanding Bonds. This Order, together with the Pricing Certificate applicable to each series of Bonds issued hereunder, shall constitute a contract with the Holders from time to time, shall be binding on the District, and shall not be amended or repealed by the District so long as any Bond of the applicable series remains Outstanding except as permitted in this Section and in Section 35 hereof. The District may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Holders who own in the aggregate a majority of the principal amount (with respect to Current Interest Bonds) and/or Maturity Amount (with respect to Capital Appreciation Bonds) of the applicable series of Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order or any provision in the Pricing Certificate; provided that, without the consent of all Holders of any affected series of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the applicable series of Bonds, reduce the principal amount or Maturity Amount, as the case may be, thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the applicable series of Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount or Maturity Amount, as the case may be, of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Order with respect to a series of Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Order, except:

(1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds deemed to be duly paid by the District in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Bonds), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Bonds), other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The District shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the District shall pay to the United States out of the general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments

shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The District hereby directs and authorizes the President, Vice President, and Secretary of the Board, the Superintendent of Schools or Interim Superintendent of Schools, the Chief Financial Officer of the District, and the Treasurer of the District, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document.

(k) Bonds Not Hedge Bonds. At the time the original bonds refunded by the Bonds were issued, the District reasonably expected to spend at least 85% of the spendable proceeds of such bonds within three years after such bonds were issued, and (2) not more than 50% of the proceeds of the original bonds refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The Bonds are a current refunding in that the Refunded Bonds will be paid or redeemed within ninety (90) days of the date of the delivery of the Bonds.

SECTION 15: Sale of Bonds – Official Statement. Each series of the Bonds authorized by this Order may be sold by the District to the purchaser(s) identified in the Pricing Certificate (herein referred to as the "Purchasers") by (i) negotiated sale, in accordance with one or more bond purchase agreements (each a "Purchase Contract"), (ii) private placement, in accordance with an agreement to purchase or other agreement, or (iii) competitive bidding, in accordance with the successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Section 3 hereof. In the event the Bonds are sold by negotiated sale, the Pricing Officer shall designate and identify the Purchasers in the Pricing Certificate. The Pricing Officer is hereby authorized and

directed to execute each Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the District and as the act and deed of this Board.

With regard to such terms and provisions of a Purchase Contract to be executed as a result of a negotiated sale, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the District's Rule 15c2-12 compliance;
4. A security deposit for the Bonds;
5. The representations and warranties of the District to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the District under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the District;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Pricing Officer is hereby authorized and directed to execute each Purchase Contract for and on behalf of the District and as the act and deed of this Board.

The President, Vice President or Secretary of the Board or the Pricing Officer is authorized and directed to execute and deliver for and on behalf of the District a Preliminary Official Statement and an Official Statement, prepared in connection with the offering of each series of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by such officials shall be deemed to be approved by the Board and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 16: Refunded Bonds.

(a) In order to provide for the refunding, discharge, and retirement of the Refunded Bonds, the Refunded Bonds, identified, described, and in the amount set forth in each Pricing

Certificate, are called for redemption on the first date such Refunded Bonds are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date, and notices of such redemption shall be given in accordance with the applicable provisions of the order(s) adopted by the Board which authorized the issuance of the Refunded Bonds. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for the Refunded Bonds in substantially the form(s) set forth as an exhibit to the Pricing Certificate, to the paying agent/registrar for Refunded Bonds, in accordance with the redemption provisions applicable to the Refunded Bonds.

(b) The paying agent/registrar for the Refunded Bonds is hereby directed to provide the appropriate notice of redemption as required by the order(s) authorizing the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the redemption date therefor, including making a lot selection with respect to the redemption of any partial maturities of the Refunded Bonds.

(c) The source of funds for payment of the principal of and interest on the Refunded Bonds on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement finalized by the Pricing Officer and approved in Section 17 of this Order and by the Pricing Officer, or with the paying agent/registrar for the Refunded Bonds.

SECTION 17: Escrow Agreement. To the extent required in connection with the issuance of a series of the Bonds, an escrow agreement, deposit letter agreement or such other comparable document which evidences the receipt of refunding bond proceeds (the "Escrow Agreement") shall be attached to the Pricing Certificate. Such Escrow Agreement is hereby authorized and shall be finalized and executed by the Pricing Officer for and on behalf of the District and as the act and deed of this Board. The Escrow Agreement as executed by such Pricing Officer shall be deemed approved by the Board and constitute the Escrow Agreement herein approved. In addition, the Pricing Certificate shall identify an escrow agent (the "Escrow Agent") necessary for the refunding of the Refunded Bonds. With regard to the finalization of certain terms and provisions of the Escrow Agreement, the Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Bonds;

2. The creation and funding of the applicable Escrow Fund; and

3. The Escrow Agent's compensation, administration of the applicable Escrow Fund, and the settlement of any paying agents' charges relating to the Refunded Bonds.

Furthermore, appropriate officials of the District in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities (the "Escrowed Securities") referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "EL PASO INDEPENDENT SCHOOL DISTRICT SERIES 2025 UNLIMITED TAX REFUNDING BOND ESCROW FUND" and/or any additional or different

designation as specified in the Pricing Certificate (referred to herein as an "Escrow Fund"); all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, this Order, the Pricing Certificate, and the Escrow Agreement. At the written direction of the District, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof in substituted Escrowed Securities and enter into any associated contract with a provider of Escrowed Securities as long as any such substituted Escrowed Securities mature on the dates and in the amounts specified in a verification report as sufficient to pay the principal of and redemption premium, if any, and interest on the Refunded Bonds when due. All Escrowed Securities delivered under such an arrangement shall be delivered to the Escrow Agent on a "delivery versus payment" basis. To the extent the Pricing Officer determines such an arrangement is in the District's best interest, the Pricing Officer is authorized to provide such written direction of the District to the Escrow Agent and sign any associated contract, agreement, certificate or instruction letter with respect to such arrangement from time to time.

To the extent an Escrow Agreement is not required in connection with the issuance of the Bonds, the Pricing Officer is authorized to enter into a deposit letter agreement or such other comparable document which evidences the receipt of refunding bond proceeds with the paying agent/registrar for the Refunded Bonds. The deposit letter agreement or such other comparable document as executed by the Pricing Officer shall be deemed approved by the Board and constitute the agreement herein approved.

SECTION 18: Control and Custody of Bonds. The President of the Board shall be and is hereby authorized to take and have charge of all necessary orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the President, Vice President and Secretary of the Board, the Superintendent of Schools or Interim Superintendent of Schools, the Chief Financial Officer of the District, and the Treasurer of the District, any one or more of such officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the District and the issuance of the Bonds, including a certification as to facts, estimates, circumstances, and reasonable expectations pertaining to the use, expenditure, and investment of the proceeds of the Bonds, as may be necessary for the issuance of the Bonds, the approval of the Attorney General, the registration by the Comptroller of Public Accounts, and the delivery of the Bonds to the Purchasers and, together with the District's financial advisor, Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bonds to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 19: Proceeds of Sale. Immediately following the delivery of each series of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and accrued interest, if any, received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent or the paying agent/registrar for the Refunded Bonds for the payment and redemption of the Refunded Bonds. The proceeds of sale of the Bonds not so deposited with the Escrow Agent or the paying agent/registrar for the Refunded Bonds shall be disbursed for payment

of costs of issuance or deposited in the applicable Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the District or its financial advisor.

Additionally, the Pricing Officer shall determine the amount of any District contribution to the refunding from moneys on deposit in the interest and sinking fund(s) maintained for the payment of the Refunded Bonds.

SECTION 20: Notices to Holders-Waiver. Wherever this Order or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Order or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the District.

SECTION 22: Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of a series of Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel"), approving such series of Bonds as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for such series of Bonds. A true and correct reproduction of such opinion is hereby authorized to be printed on the applicable series of Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the applicable series of Bonds. The prior engagement of such firm as Bond Counsel to the District is hereby confirmed.

SECTION 23: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof,

and neither the District nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 24: Further Procedures. Any one or more of the President, Vice President and Secretary of the Board, the Superintendent of Schools or Interim Superintendent of Schools, the Chief Financial Officer of the District, and the Treasurer of the District are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the District all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, Vice President and the Secretary of the Board, the Superintendent of Schools or Interim Superintendent of Schools, the Chief Financial Officer of the District, the Treasurer of the District, or Bond Counsel to the District, are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 25: Benefits of Order. Nothing in this Order or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or the Pricing Certificate or any provision hereof, this Order and the Pricing Certificate and all their provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, and the Holders.

SECTION 26: Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order or a Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

SECTION 27: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 28: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 29: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 30: Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 31: Incorporation of Findings and Determinations. The findings and determinations of the Board contained in the preamble hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section.

SECTION 32: Permanent School Fund Guarantee. Each series of the Bonds may be sold with the principal of and interest thereon being guaranteed by the "Permanent School Fund" created, established and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas. The Pricing Officer is hereby authorized to determine whether to make application to the Commissioner of Education of the State of Texas (the "Commissioner") for the applicable series of the Bonds to be, subject to compliance with the Texas Education Agency's rules and regulations, guaranteed by the Permanent School Fund in accordance with the provisions of Texas Education Code, Subchapter C of Chapter 45, as amended.

In the event the Pricing Officer makes application to, and the District receives approval from, the Texas Education Agency that the Bonds of a series are eligible for such guarantee, the District hereby certifies, agrees, covenants and acknowledges that:

(i) Immediately following a determination of the District's inability to pay any principal payment or interest installment, on the applicable series of Bonds, and in no event later than five (5) days prior to a Stated Maturity or interest payment date, the Superintendent or Interim Superintendent shall notify the Commissioner, in the name of the District, of (a) the District's inability to pay, all or any portion, of the principal amount or interest installment of one or more Bonds of the applicable series, (b) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds of the applicable series which the District is unable to pay, (c) the name and address of the Paying Agent/Registrar for the applicable series of Bonds, (d) the date when funds for the payment of the Bonds of such series or interest thereon shall be required by the District and deposited with the Paying Agent/Registrar and (e) such other information as the Commissioner shall require.

(ii) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders.

(iii) If the District fails to pay the principal of and interest on any Bond of the applicable series and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Texas Education Code, Section 45.059(b), as amended, shall prevail, to the extent of conflict, over the provisions of Section 21 hereof, and such amount or amounts paid with funds from the Permanent School Fund, plus interest on such amount or amounts, shall be deducted from the first State money payable to the District in the

following order: first from the Foundation School Fund and then from the Available School Fund until full reimbursement of such amount or amounts has been made to the Permanent School Fund.

(iv) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents and employees to comply with the duties required by law in regard to the applicable series of Bonds.

(v) Written notice advising of the defeasance of the applicable series of Bonds by a refunding or otherwise shall be given to the Division of State Finance of the Texas Education Agency within ten (10) calendar days following the defeasance of the applicable series of Bonds, and such defeasance shall cause the guarantee of the applicable series of Bonds by the Permanent School Fund to be removed in its entirety and terminated in all respects.

SECTION 33: Bond Insurance. Each series of Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for such series of Bonds and make the determination of the provisions of any commitment therefor.

SECTION 34: Credit Enhancement. Each series of the Bonds may be sold with credit enhancement pursuant to the bond intercept credit enhancement program, Texas Education Code, Section 45.251, et seq. The Pricing Officer is hereby authorized to determine whether to make application for such credit enhancement.

SECTION 35: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. To the extent specified in the Pricing Certificate, the District shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the District beginning in the year stated in the Pricing Certificate, financial information and operating data with respect to the District of the general type included in the applicable final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part of such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year of the District, then the District shall file unaudited financial statements within such twelve-month period and audited financial statements for the applicable fiscal year of the District, when and if the audit report on such statements becomes available.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet website or filed with the SEC.

(c) Notice of Certain Events. The District shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section with respect to the District and the applicable series of Bonds while, but only while, the District remains an "obligated person" with respect to the applicable series of Bonds within the meaning of the Rule, except that the District in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the District to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the District or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended, or shall act, to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the District from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the District's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in

narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 36: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order 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 Order, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 37: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

[Remainder of Page Intentionally Left Blank]

PASSED AND ADOPTED, this October 21, 2025.

EL PASO INDEPENDENT SCHOOL DISTRICT

_____
President, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

(District Seal)

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B

FORMS

(a) Form of Definitive Bonds.

[CURRENT INTEREST BONDS]

REGISTERED
NO. R-_____

REGISTERED
PRINCIPAL AMOUNT
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
EL PASO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2025

Bond Date:	Interest Rate:	Stated Maturity:	CUSIP NO:
_____	_____	_____	_____

Registered Owner:

Principal Amount: DOLLARS

The El Paso Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of

business on the "Record Date," which is the _____ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain obligations of the District and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and pursuant to an Order adopted by the Board of Trustees of the District (herein referred to as the "Order"). [The Bonds are issued in part as "Current Interest Bonds," which total in principal amount $_____ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds," which total in original principal amount $_____ and pay no accrued interest prior to their Stated Maturities.]

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Order, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20__	
Redemption Date	Principal Amount
_____, 20__	$

Term Bonds Due _____, 20__	
Redemption Date	Principal Amount
_____, 20__	$

Term Bonds Due _____, 20__	
Redemption Date	Principal Amount
_____, 20__	$
_____, 20__	$

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price

not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Current Interest Bonds maturing on and after _____, 20__ may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on _____, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice of such redemption to be sent by United States mail, first-class, postage prepaid, to the registered owners of the Bonds to be redeemed in whole or in part, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Current Interest Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each registered owner of a Current Interest Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the

payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under the official seal of the District.

EL PASO INDEPENDENT SCHOOL DISTRICT

_____

President, Board of Trustees

ATTEST:

_____

Secretary, Board of Trustees

(SEAL)

[The remainder of this page intentionally left blank.]

[CAPITAL APPRECIATION BONDS]

REGISTERED
NO. CAB-____

REGISTERED
MATURITY AMOUNT
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
EL PASO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2025

Bond Date:	Stated Yield:	Stated Maturity:	CUSIP NO:
_____	_____%	_____ ____	_____

Registered Owner:

Maturity Amount: DOLLARS

The El Paso Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, the Maturity Amount stated above (or so much thereof as shall not have been paid upon prior redemption). The Maturity Amount of this Bond represents the accretion of the original principal amount of this Bond (including the initial premium, if any, paid herefor) from the date of delivery to the initial purchasers to the Stated Maturity and such accretion in value occurring at the above Stated Yield and compounding on _____, and semiannually thereafter on _____ and _____. A table of the "Accreted Values" per $5,000 "Accreted Value" at maturity is printed on this Bond or attached hereto. The term "Accreted Value," as used herein, means the original principal amount of this Bond plus the initial premium, if any, paid herefor with interest thereon compounded semiannually to _____ and _____, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on _____ or _____) at the Stated Yield for the Stated Maturity shown above and in the above referenced Table of Accreted Values. For any date other than _____ or _____, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The Accreted Value of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Payment of the Maturity Amount or Accreted Value as of a redemption date of this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain obligations of the District and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapters 1207 and 1371, as amended, and pursuant to an Order adopted by the Board of Trustees of the District (herein referred to as the "Order"). The Bonds are issued in part as "Current Interest Bonds," which total in principal amount $_____ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds," which total in original principal amount $_____ and pay no accrued interest prior to their Stated Maturities.

[The Capital Appreciation Bonds maturing on and after _____ may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in Maturity Amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on _____, or on any date thereafter, at the redemption price of the Accreted Value (as determined and defined herein) as of the date of redemption.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice to be sent by United States mail, first-class, postage prepaid, to the registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its Maturity Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its Maturity Amount to be redeemed) shall become due and payable, and shall cease to accrete in value from and after the redemption date, provided moneys for the payment of the redemption price to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the Maturity Amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the Maturity Amount thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.]

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, accruing interest at the same rate, and of the same aggregate Maturity Amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of the Maturity Amount at its Stated Maturity, or its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do

not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under the official seal of the District.

EL PASO INDEPENDENT SCHOOL DISTRICT

_____
President, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

(SEAL)

NOTE TO PRINTER: Print the "Table of Accreted Values" on the Bonds as called for in paragraph one.

[The remainder of this page intentionally left blank.]

(b) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bonds only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	(	
OF PUBLIC ACCOUNTS	(	
	(	REGISTER NO. _____
THE STATE OF TEXAS	(	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

(SEAL)

_____
[Acting] Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Order; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____ is the Designated Payment/Transfer Office for this Bond.

_____,
as Paying Agent/Registrar

Registration Date:

_____

By:_____
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____ (Social Security or other identifying number: _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

_____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(e) The Initial Bonds for the Current Interest Bonds and the Capital Appreciation Bonds shall be in the respective forms set forth therefor in paragraph (a) of this Exhibit, except as follows:

[Current Interest Initial Bond]

Heading and paragraph one shall be amended to read as follows:

NO. TR-1 $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
EL PASO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2025

Bond Date:
_____, 20__

Registered Owner:

Principal Amount:

The El Paso Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on _____ in the years and in principal installments in accordance with the following schedule:

Stated Maturity	Principal Amount	Interest Rate(s)

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the _____ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in _____ (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

[Capital Appreciation Initial Bond]

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED MATURITY AMOUNT
NO. TCAB-1 $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
EL PASO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2025

Bond Date:
_____, 20__

Registered Owner:

Maturity Amount:

The El Paso Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the aggregate Maturity Amount stated above on _____ in each of the years and in installments in accordance with the following schedule:

Year of Maturity	Installment Maturity Amount	Stated Yield(s)

(Information to be inserted from Pricing Certificate).

The respective installments of the Maturity Amount hereof represents the accretion of the original principal amounts of each year of maturity from the date of delivery to the initial purchasers (_____) to the respective years of maturity (including the initial premium, if any, paid by the initial purchasers) and such accretion in values occurring at the respective Stated Yields and compounding on _____, and semiannually thereafter on each _____ and _____. A table of the "Accreted Values" per $5,000 "Accreted Value" at maturity is attached to this Bond. The term "Accreted Value," as used herein, means the original principal amount of this Bond plus premium, if any, paid herefor with interest thereon compounded semiannually to _____ and _____, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on _____ or _____) at the respective Stated Yields shown above and in the Table of Accreted Values attached hereto. For any date other than _____ or _____, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The installments of the Maturity Amount of this Bond are payable in the years of maturity to the registered owner hereof, without exchange or collection charges, by _____ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in _____ (the "Designated Payment/Transfer Office"), and shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
ACTION ITEMS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:

Discuss and Take Appropriate Action on an Order Authorizing the Remarketing of "El Paso Independent School District Variable Rate Maintenance Tax Notes, Series 2020"; Prescribing the Form and Conditions Related to the Remarketing of Such Notes and Delegating Certain Matters to Certain Authorized Officials of the District within Certain Specified Parameters; and Resolving Other Matters Incident Thereto

JUSTIFICATION STATEMENT:

The mandatory tender date for the outstanding Maintenance Tax Notes is August 1, 2026, with an optional redemption on or after February 1, 2026

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Walt Byers, Treasurer

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:

On December 17, 2019, the Board of Trustees adopted a resolution authorizing the issuance of the District's $17,390,000 Variable Rate Maintenance Tax Notes, Series 2020. The Notes were issued on February 20, 2020, for construction work at El Paso High School. The District issued Variable Rate Notes because the interest expense was lower than fixed rate interest over the initial three-year period. Maintenance Tax Notes (MTNs) are debt obligations payable from the District's Maintenance & Operations tax rate (M&O), which differs from general obligation bonded debt, which is supported by the Interest and Sinking (I&S) tax rate. The Notes are currently outstanding in the principal amount of $16,575,000.

The Notes were issued as a 3-year mandatory tender due on August 1, 2026. The Notes are currently in "Term Rate Mode" paying an interest rate of 5.0% per annum. The District will need to remarket the Notes before the mandatory tender date, or they will bear a "Stepped Interest Rate" of 7.00% per annum. Based on the market conditions at the time of sale, the approved Parameters Order will allow the District to proceed with a plan of financing that is most beneficial to the District. The District could issue long-term fixed rate Notes or remarket the variable rate Notes into another term rate mode. Depending on market conditions the District could remarket the bonds with a 3-year of a 5-year "soft put" date. The bonds will again be subject to remarketing on the put date.

When issuing debt, the District works with Hilltop Securities as its Financial Advisor, and Norton Rose Fulbright, LLP, as its Bond Counsel. Maria Urbina is the primary contact at Hilltop, and Paul Braden is the primary contact as the District's Bond Counsel. The attached draft Remarketing Order was prepared by Bond Counsel.

ADMINISTRATIVE RECOMMENDATION/MOTION:

It is recommended that the Board adopt the Order authorizing the remarketing of "El Paso Independent School District Variable Rate Maintenance Tax Notes, Series 2020"; prescribing the form and conditions related to the remarketing of such notes and delegating certain matters to certain authorized officials of the District within certain specified parameters; and resolving other matters incident thereto, as presented.

FUNDING SOURCE: General Operating Fund **ACCOUNT NO.:** N/A

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:
The District will need to remarket the Notes before the mandatory tender date, or they will bear a “Stepped Interest Rate” of 7.00% per annum.

IMPLEMENTATION TIMELINE:
Upon Approval

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
EL PASO ISD REMARKETING 2025 - Order Remarketing MTN (delegated).docx
Remarketing Presentation.pdf

ORDER
AUTHORIZING THE REMARKETING OF

EL PASO INDEPENDENT SCHOOL DISTRICT
VARIABLE RATE MAINTENANCE TAX NOTES, SERIES 2020

Adopted: October 21, 2025

Table of Contents

		Page
SECTION 1.	Conversion to New Rate Period; Delegation of Authority to Pricing Officer	1
SECTION 2.	Notices; Ratification of Prior Action	2
SECTION 3.	Remarketing Memorandum	2
SECTION 4.	Notes Subject to Mandatory Tender Without Right of Retention	3
SECTION 5.	Redemption of Certain Notes	3
SECTION 6.	Appointment of Remarketing Agent; Approval of Remarketing Agreement; Tender Agent Agreement	3
SECTION 7.	Additional Actions Authorized	4
SECTION 8.	Public Meeting	4
SECTION 9.	Incorporation of Preamble Recitals	5
SECTION 10.	Further Procedures	5
SECTION 11.	District's Consent to Provide Information and Documentation to the Texas MAC	5
SECTION 12.	Effective Date	5

EXHIBIT A Notice of Mandatory Tender and Conversion of Notes
EXHIBIT B Form of Remarketing Agreement
EXHIBIT C Notice from District to Working Group

An Order authorizing the remarketing of "El Paso Independent School District Variable Rate Maintenance Tax Notes, Series 2020"; prescribing the form and conditions related to the remarketing of such notes and delegating certain matters to authorized officials of the District within certain specified parameters; and resolving other matters incident thereto

WHEREAS, the Board of Trustees (the "Board") of the El Paso Independent School District (the "District") previously authorized the issuance of the District's Variable Rate Maintenance Tax Notes, Series 2020 (the "Notes") pursuant to a resolution adopted by the Board on December 17, 2019, and a pricing certificate executed on February 12, 2020 (collectively, the "Original Resolution");

WHEREAS, pursuant to the Original Resolution, orders adopted on June 15, 2021, and June 8, 2023, and each respective pricing certificate executed pursuant to such orders, the Notes are currently outstanding in a Term Rate mode during which they bear interest at a Term Rate for the current Term Rate Period (the "Current Rate Period") that expires on July 31, 2026;

WHEREAS, the Original Resolution authorizes the District to remarket the Notes into various interest rate modes, including modes during which the Notes bear interest at a Term Rate or at Fixed Rates;

WHEREAS, the Board shall by this Order, in accordance with the applicable provisions of Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of Notes to be remarketed, negotiate the terms of sale thereof and to determine the interest rate mode and period for which the Notes will bear interest, to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer; and

WHEREAS, the Board has determined that the remarketing of the Notes into a new interest rate mode and rate period effective at the conclusion of the Current Rate Period will benefit the District and its residents, as herein provided; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE EL PASO INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1. Conversion to New Rate Period; Delegation of Authority to Pricing Officer. (a) Pursuant to Article III of the Original Resolution, the Notes shall be converted to a new Term Rate Period or a Fixed Rate Period (the "New Interest Period"), during which the Notes will bear interest at such rate(s) as set forth by the Pricing Officer in the Pricing Certificate in accordance with this Section 1. The Conversion Date shall be August 1, 2026, which is an Interest Payment Date on which interest is payable for the Term Rate Period from which conversion is to be made. The New Interest Period shall commence on August 1, 2026, and shall conclude, if the Notes during such New Interest Period bear interest at (i) Term Rates, not later than July 31, 2032, and (ii) Fixed Rates, upon the Notes' stated maturity or prior redemption, if applicable.

(b) As authorized by Chapter 1371, each of the Superintendent of Schools or Interim Superintendent of Schools, the Chief Financial Officer of the District, and the Treasurer of the

District (each, a "Pricing Officer") is hereby authorized to act on behalf of the District in remarketing the Notes and carrying out the other procedures specified in this Order, including determining the principal amount of Notes to be remarketed, the interest rate(s), interest payment dates, mode(s) of interest, and the length of the interest rate period of the Notes, determining the price at which the Notes will be sold, the years of Stated Maturity of and redemption provisions, if any, applicable to the Notes, the designation of an alternative Remarketing Agent and the execution and delivery of the Remarketing Agreement, and all other matters relating to the remarketing of the Notes, all of which shall be specified in the Pricing Certificate; provided that:

(i) The aggregate principal amount of the Notes to be remarketed shall not exceed $16,575,000;

(ii) The true interest cost rate of the Notes shall not exceed 5.00%;

(iii) The final maturity of the Notes shall not exceed February 1, 2040; and

(iv) If the Notes are remarketed to a Term Rate:

(A) the Stepped Rate shall not exceed the Highest Rate; and

(B) the New Interest Period shall not exceed July 31, 2032.

(c) The delegation made hereby shall expire if not exercised by the Pricing Officer within 365 days of the adoption of this Order.

SECTION 2. Notices; Ratification of Prior Action.

(a) Conversion. The Paying Agent/Registrar is hereby authorized and directed to provide notice to the Owners of any conversion of the Rate Period for the Notes authorized by this Order, such notice to be in the form and to the effect required by the Original Resolution. In addition, each Pricing Officer is authorized and directed to provide any notice required by the Original Resolution in connection with any conversion of the Rate Period for the Notes authorized by this Order.

Any actions of the Pricing Officer, agents or representatives of the District taken prior to the date of this Order to accomplish the conversion of the Rate Period for the Notes are hereby ratified, confirmed and approved.

(b) Material Events Notice. The Pricing Officer and agents and representatives of the District are hereby authorized and directed to take any action, and to execute and deliver any and all documents, certificates or other instruments as are necessary or appropriate, for the filing of any material event notice required as a result of the transactions authorized by this Order and the District's continuing disclosure undertaking under United States Securities and Exchange Commission Rule 15c2-12 (the "Rule") and the Original Resolution.

SECTION 3. Remarketing Memorandum. The Superintendent of Schools or Interim Superintendent of Schools or the Pricing Officer is hereby authorized and directed to deliver for and on behalf of the District a Remarketing Memorandum (the "Remarketing Memorandum")

prepared for use by the Remarketing Agent in connection with the remarketing of the Notes and the determination of the interest rate(s) for the Notes from time to time, and such final Remarketing Memorandum in the form and content as approved by the Superintendent of Schools or Interim Superintendent of Schools or the Pricing Officer or as manually executed by such officials shall be deemed to be approved by the Board and constitute the Remarketing Memorandum authorized for distribution and use by the Remarketing Agent. The Board further authorizes the preparation of any addenda, supplements or amendments thereto as the Pricing Officer may deem appropriate, and the Board further ratifies and approves the use and distribution of such Remarketing Memorandum in connection with the remarketing of the Notes. The Pricing Officer and officials, agents, and representatives of the District are hereby authorized and directed to execute and deliver any certificates, instruments, affidavits or other documents as may be necessary or appropriate in connection with the Remarketing Memorandum.

SECTION 4. Notes Subject to Mandatory Tender Without Right of Retention. The Board hereby specifies that, if the Notes are remarketed into a Term Rate Period pursuant to Section 1 hereof, at the end of such Term Rate Period, such Notes shall be subject to mandatory tender, without right of retention by the Owner; provided, however, that a failure of the Remarketing Agent to remarket the Notes at the end of such Term Rate Period shall result in the holders of the Notes retaining such Notes until the same are remarketed or redeemed pursuant to the applicable provisions of the Original Resolution.

The paying agent of any Notes subject to mandatory tender is authorized and instructed to provide the notice of mandatory tender to the holders of the Notes. A copy of the notice of mandatory tender pertaining to the Notes is attached hereto as Exhibit A and such notice is incorporated herein by reference for all purposes.

SECTION 5. Redemption of Certain Notes. The remarketing of the Notes may result in additional proceeds that can be used to refund certain of the Notes. The Notes are subject to redemption, in whole or in part, on February 1, 2026, or on any date thereafter, at the option of the District. If the remarketing of the Notes produces proceeds in excess of the amount necessary to accomplish the settlement of the remarketing of such Notes, and the Pricing Officer determines that such excess proceeds shall be used to optionally redeem certain of the Notes, then such Notes determined to be optionally redeemed by the Pricing Officer (to be evidenced in the Pricing Certificate) are hereby called for redemption.

To the extent required by the Original Resolution, the District shall give written notice to the paying agent of any Notes that have been called for redemption. The Pricing Officer is hereby authorized to approve the form and content of the notice of redemption pertaining to the Notes. The paying agent is authorized and instructed to provide notice of such redemption to the holders of any redeemed Notes in the form and manner described in the Original Resolution. Notwithstanding the foregoing, a notice of mandatory tender without retention rights shall satisfy any notice requirements for an optional redemption of Notes which occurs on a Conversion Date, pursuant to Section 5.06 of the Original Resolution.

SECTION 6. Appointment of Remarketing Agent; Approval of Remarketing Agreement; Tender Agent Agreement. (a) In recognition and satisfaction of its obligations

under the Original Resolution (including Section 3.02(c) and 6.10(a) thereof), the District hereby appoints Ramirez & Co., Inc. to serve as the Remarketing Agent for the Notes (the "Remarketing Agent") to accomplish the remarketing of the Notes in the manner contemplated under this Order. In the event Ramirez & Co., Inc. is unable or unwilling to serve as Remarketing Agent, the Pricing Officer shall designate an alternate entity to serve as Remarketing Agent in the Pricing Certificate. The Remarketing Agreement shall signify the acceptance of the duties and obligations imposed thereon by such appointment by execution of the Remarketing Agreement, in substantially the form attached hereto as Exhibit B (the "Remarketing Agreement"), with such changes, additions, or amendments thereto as the Pricing Officer determines to be necessary and proper to carry out the purpose and intent of the Board in authorizing this Order. Any Pricing Officer is hereby authorized and directed to execute and deliver the Remarketing Agreement, for and on behalf of the District and this Board, and such agreement, as executed by the Pricing Officer and the Remarketing Agent, shall be deemed to be the Remarketing Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board. Upon completion of the foregoing, the Remarketing Agent shall constitute the "Remarketing Agent" and the Remarketing Agreement shall constitute the "Remarketing Agreement," respectively, under the Original Resolution.

(b) The Pricing Officer, acting for and on behalf of the District, is authorized to approve, enter into and carry out amendments and supplements to the tender agent agreement (the "Tender Agent Agreement"), between the District and The Bank of New York Mellon Trust Company, N.A., as Tender Agent, that are necessary or acceptable in connection with the remarketing of the Notes.

SECTION 7. Additional Actions Authorized. Pursuant to the authority provided by Chapter 1371, each Pricing Officer and all other appropriate officers, agents, and representatives of the District are hereby authorized and directed to take any and all other actions as may be necessary and appropriate to provide for the (i) conversion of the Rate Period for the designated Notes to the Term Rate(s) and/or Fixed Rate(s); (ii) selection of a bank or syndicate of banks to serve as the Remarketing Agent and the execution of a Remarketing Agreement, memorializing the terms of such engagement; and (iii) preparation and distribution of replacement definitive Notes and the Remarketing Memorandum, as contemplated by this Order, including, without limitation, executing, delivering, and accepting on behalf of the District all agreements certificates, consents, waivers, receipts, notices, requests and other documents as may be necessary or appropriate to carry out the actions contemplated by this Order, and shall execute a certificate to reflect the approval of the interest rates, stated maturities and redemption provisions of the Notes in connection with the remarketing of the Notes. In addition, each Pricing Officer is hereby authorized to distribute notice of the matters described in this Order by delivering a letter, substantially the form attached hereto as Exhibit C, to any party having an interest in such matters.

SECTION 8. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order 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 Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 10. Further Procedures. The officers and employees of the District are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the remarketing and delivery of the Notes, the Paying Agent/Registrar Agreement, the Tender Agent Agreement, the Remarketing Agreement, and the Remarketing Memorandum. In addition, prior to the settlement of the remarketing of the Notes, any Pricing Officer and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Remarketing Memorandum, or (ii) obtain or reaffirm a rating from any of the national bond rating agencies. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 11. District's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the "Texas MAC"), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the District hereby consents to and authorizes any Pricing Officer, Bond Counsel to the District, and/or Financial Advisor to the District to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Notes; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Notes.

SECTION 12. Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this October 21, 2025.

EL PASO INDEPENDENT SCHOOL DISTRICT

_____

President, Board of Trustees

ATTEST:

_____

Secretary, Board of Trustees

(DISTRICT SEAL)

EXHIBIT A

Notice of Mandatory Tender and Conversion of Notes

TO: Owners of El Paso Independent School District (the "District") Variable Rate Maintenance Tax Notes, Series 2020 (the "Notes"):

CUSIP No.	Stated Maturity	Principal Amount Tendered ($)	Principal Amount Redeemed ($)
283770PC3	February 1, 2040		

Pursuant to [Section 3.02] [Section 3.03] of the resolution authorizing the issuance of the referenced Notes (the "Original Resolution") and an order (the "Order") adopted by the District's Board of Trustees on September 16, 2025, the District elected to exercise its right to convert the Notes from the Term Rate Period to a [Term Rate Period] [Fixed Rate Period], commencing on August 1, 2026 (the "Conversion Date"). The [Term Rate] [Fixed Rate] for such [Term Rate] [Fixed Rate] Period is expected to be determined on or about _____, 2026 (the "Determination Date"). Notice of such rate(s) shall be sent by The Bank of New York Mellon Trust Company, N.A., as paying agent/registrar, on such Determination Date.

All Notes are subject to mandatory tender, without right of retention by the Owners thereof, on the Conversion Date at the Purchase Price. Notes must be tendered for purchase at or before 5:00 p.m., New York City time, on the Business Day next preceding the Conversion Date (or by noon, New York City time, on such date for Notes held in the book-entry-only system) by delivering such Notes by mail to: The Bank of New York Mellon Trust Company, N.A. (the "Tender Agent"), 2001 Bryan Street, 10th Floor, Dallas, Texas 75201, Attention: [Stephen Jager].

Any Note not delivered to the Tender Agent for purchase, as herein provided, shall be deemed tendered and purchased on the Conversion Date and shall constitute an Undelivered Note under the Original Resolution. Any Owner of an Undelivered Note shall have no further right thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of such Note to the Tender Agent.

The District may elect to redeem on August 1, 2026, certain Notes tendered for purchase rather than convert and remarket them to bear interest at a [Term Rate] [Fixed Rate]. In the event the District so elects, this Notice shall also serve as notice to the Holders of any such redemption.

Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Original Resolution.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Paying Agent/Registrar and Tender Agent

Dated: _____

EXHIBIT B

Form of Remarketing Agreement

EXHIBIT C

Notice from District to Working Group

[DISTRICT LETTERHEAD]

Re: El Paso Independent School District Variable Rate Maintenance Tax Notes, Series 2020

TO THE ATTACHED DISTRIBUTION LIST:

The Board of Trustees (the "Board") of the El Paso Independent School District (the "District") hereby notifies you, as a recipient of this letter, of the District's intent to convert and remarket $_____ in principal amount of those notes of the captioned series (collectively, the "Notes") to a [Term Rate] [Fixed Rate] that are subject to mandatory tender, without optional right of retention, on August 1, 2026; provided, however, because August 1, 2026, is not a Business Day, such tender shall occur on August 3, 2026. The Notes are subject to mandatory tender on August 3, 2026 (the first Business Day occurring after the August 1, 2026, Term Rate Conversion Date), as a result of the July 31, 2026, expiration of their Term Rate Period. The Notes are currently outstanding in the principal amount of $16,575,000. The Notes will be remarketed in the manner described above, though the District has reserved the right to effect additional redemptions on August 1, 2026, conditioned on the results of the remarketing.

The Notes are issued and outstanding pursuant to a resolution adopted by the Board on December 17, 2019, and a pricing certificate executed pursuant thereto, and orders adopted on June 15, 2021, and June 8, 2023, and each respective pricing certificate executed pursuant to such orders (collectively, the "Original Resolution"). The conversion and remarketing of the Notes into a [Term Rate] [Fixed Rate] is authorized pursuant to an order of the Board adopted on September 16, 2025. Capitalized terms used, but not defined, herein have the meanings ascribed thereto in the Original Resolution.

This letter is provided in satisfaction of the requirements of the Original Resolution. Please contact Paul A. Braden, Norton Rose Fulbright US LLP, the District's Bond Counsel, with any questions concerning this matter. Documents will be circulated to the working group by Bond Counsel to effectuate the remarketing of the Notes not redeemed as herein described.

Thank you, in advance, for your prompt attention to this matter. If I can provide any additional assistance concerning this matter, please do not hesitate to contact me.

Very truly yours,

_____

Name:_____

Title:_____

cc: Maria Fernanda Urbina, Hilltop Securities
[Stephen Jager], The Bank of New York Mellon Trust Company
Lorraine Palacios-Germain, Ramirez & Co., Inc.
Grayson Nichols, Moody's Investors Service, Inc.
Paul A. Braden, Norton Rose Fulbright US LLP

HilltopSecurities
Investment Banking Solutions

EL PASO INDEPENDENT SCHOOL DISTRICT

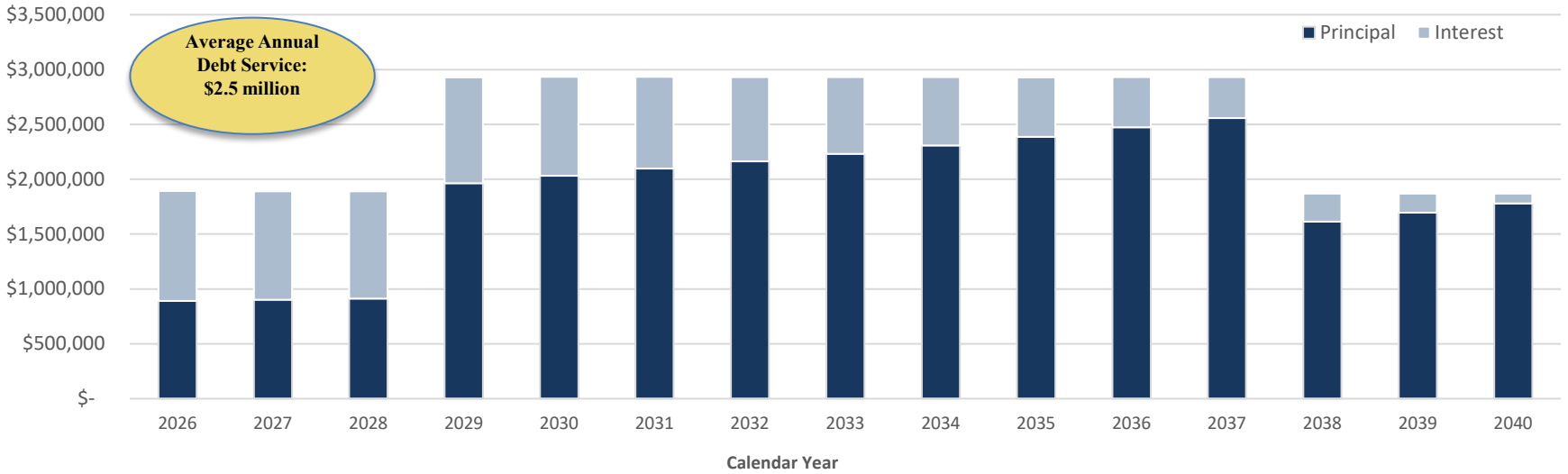
OCTOBER 21, 2025

EL PASO ISD
it starts with us

OUTSTANDING DEBT PROFILE – MAINTENANCE TAX

Maintenance Tax Debt				
Issue	**Amount Outstanding**	**Coupon Range**	**Call Date**	**Final Maturity**
Var Rate Mtc Tax Notes Ser 2020 (Remarketed 08/01/2023)	$16,575,000	5.00% **7.00% Step-Up Rate**	**8/1/2026** **Mandatory Tender**	2/1/2040
Mtc Tax Notes Ser 2017	3,905,000	4.05%	Make-Whole	2/15/2037
Qualified Sch Constn Mtc Tax Notes Taxable Ser 2017 (Direct Subsidy)	15,300,000	3.00% - 4.00%	2/15/2027	8/15/2037
TOTAL	**$35,780,000**			

Maintenance Tax Debt – Existing Debt Service Requirements



Note: 5.00% interest rate for Series 2020 Tax Notes.

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

VARIABLE RATE MAINTENANCE TAX NOTES, SERIES 2020

- **The District issued the El Paso ISD Variable Rate Maintenance Tax Notes, Series 2020 (the "Notes") on February 20, 2020.**
  - The Notes were remarketed in 2023 issued as a 3-year mandatory tender due on August 1, 2026 and with an early optional call date on 2/1/2026.
  - Current interest rate on the notes is 5.00%.
  - The District will need to remarket the Notes before the mandatory tender date. Otherwise, if the District does not remarket the Notes before the mandatory tender date, the Notes will bear interest at the "Stepped Rate" of 7.00% per annum.
  - The Notes are currently outstanding in the principal amount of $16,575,000.

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

PLAN OF FINANCE

- Financing team analyzed all available options and weighed different District goals.

- Depending on market conditions at the time of remarketing, the District could remarket the Notes with a 3-year or 5-year "soft put" date.
  - *Current market conditions favor pricing a 5-year put*

- Main Benefits:
  - Refinancing Flexibility. Notes can be refinanced in the next 3 to 5 years, as opposed to locking debt over the next ten years (if fixed over long-term).
  - Prepayment Flexibility. Prepayment allows District to manage tax rate.
  - On Average, Lower Cost of Borrowing with Short-Term Interest Rates.

**NOTE: Financing method will be determined by District based on overall goals and market conditions set at the time of final pricing.*

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

CURRENT MARKET FINANCING SUMMARY (1)

Remarket Notes (5-Yr Variable Rate "Soft Put")

- **Par Amount** - $16,575,000
- **Proposed Pricing** – July 2026
- **Dated / Delivered** – August 2026

- **Total Interest (5 Yrs.):** $3,294,840
- **Approximate 1st Full Yr. Interest:** $770,250
- **Estimated Interest Cost:** 3.81%

(1) Assumes "Aa2/AA" interest rates on September 24, 2025.

Note: This data is being provided for informational purposes only and it does not contain an expressed or implied recommendation, and it is not intended to be advice. Analysis is preliminary and subject to change.

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

PARAMETER AUTHORIZATION

- **Parameter authorization will enable pricing at optimum timing and structure:**
  - El Paso ISD Variable Rate Maintenance Tax Notes, Series 2020

- **Board delegates final pricing authority to following Pricing Officer(s):**
  - Superintendent
  - Chief Financial Officer
  - Treasurer

- **Board asked to approve parameters as recommended:**
  - Not-to-Exceed Principal Amount of the Notes to be remarketed/refinanced – $16,575,000
  - Maximum True Interest Cost – 5.00%
  - Final Maturity Date – February 1, 2040
  - If Notes are remarketed to a Term Rate:
    - Stepped Rate shall not exceed the Highest Rate; and
    - New Interest Period shall not exceed July 31, 2032 (6-year Max)
  - Expiration of Delegated Authority – 365 Days

- **Pricing Officer can only approve sale if all Board parameters are met.**

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

NEXT STEPS

- **October 2025:** El Paso ISD Board of Trustees considers selling Variable Rate Maintenance Tax Notes, Series 2020 through a parameter ordinance

- **July 2026:** Tentative Remarketing of Notes & Execution of Sale Agreements

- **August 2026:** Tentative Closing of "El Paso ISD Variable Rate Maintenance Tax Notes, Series 2020"

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

CONCLUSION

QUESTIONS & ANSWERS

© 2025 Hilltop Securities Inc. All rights reserved. Member NYSE/FINRA/SIPC. Confidential and Proprietary.

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
REPORTS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Public Meeting to Discuss the District's Rating Under the Schools Financial Integrity Rating System of Texas (FIRST) Report

JUSTIFICATION STATEMENT:
To discuss the District's rating under the Schools FIRST in accordance with Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Sub-chapter AA, Commissioner's Rules Concerning Financial Accounting Rating System

PURPOSE OF AGENDA ITEM: Informational/Report

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Legal/Local Policy

STAFF RESPONSIBILE: Maria D. Alonso

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever IV: Culture of Accountability - El Paso ISD cultivates a culture of transparency, care, and service.

SUMMARY:
In accordance with Title 19 of the Texas Administrative Code, Chapter 109, Budgeting, Accounting, and Auditing Sub-chapter AA, Commissioner's Rules Concerning Financial Accounting Rating System, a public meeting to discuss the District's rating under the Schools Financial Integrity Rating System of Texas (FIRST) is required.

The Schools FIRST is a financial accountability system for Texas school districts developed by the Texas Education Agency (TEA) in response to Senate Bill 875 of the 76th Texas Legislature in 1999. The primary goal of the Schools FIRST is to achieve quality performance in the management of school districts' financial resources; a goal made more significant due to the complexity of accounting associated with the Texas School Finance System.

Administration will present a brief overview of the final report. The Board of Trustees will then conduct an open forum for citizen comments.

ADMINISTRATIVE RECOMMENDATION/MOTION:

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
2025 Financial Integrity Rating System of Texas (FIRST) - Disclosures.pptx
2025 Financial Integrity Rating System of Texas (FIRST) - Presentation.pptx

October 21, 2025

EL PASO ISD
it starts with us

2024-2025 Financial Integrity Rating System of Texas (FIRST)

Disclosures - Superintendent and Board of Trustees
Fiscal Year 2023-2024

Maria D. Alonso, CPA, RTSBA
Comptroller, El Paso Independent School District

DISCLOSURES

EXECUTIVE SUMMARY 2

1. Superintendent's Employment Contract 2025 4
2. Reimbursements Received by the Superintendent and Board of Trustees for Fiscal Year 2024 5
3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2024 6
4. Gifts Received by the Executive Officer(s) and Board of Trustees (and First-Degree Relatives, if any) in Fiscal Year 2024 7
5. Business Transactions Between School District and Board of Trustees for Fiscal Year 2024 8
6. APPENDIX 9

DISCLOSURES

EXECUTIVE SUMMARY

Financial Integrity Rating System of Texas (FIRST)

We are pleased to announce that the El Paso Independent School District has received a "Superior Achievement" rating on the Financial Integrity Rating System of Texas, the State's highest fiscal accountability rating. It is an indication that our District is financially stable. The other available ratings are "Above Standard Achievement," "Standard Achievement," and "Substandard Achievement."

The FIRST is the result of legislative action (Senate Bill 875 of the 76th Texas Legislature in 1999) designed to require school districts to annually report to its governing body (the Board) and the public, information that the Commissioner of Education deems relevant. The Texas Legislature has given the Commissioner of Education, who is subject to the Governor, rulemaking authority to establish the information criteria to be included in the disclosure. The information is required to be disclosed at a public meeting of the Board. In addition, the law requires a public hearing that allows any taxpayer of the District to address the Board concerning the report.

The Commissioner's rules regarding FIRST are included in the Texas Administrative Code (TAC) Chapter 109 Subchapter AA.

The Texas Education Agency (TEA) and the Texas Association of School Business Officials (TASBO) have jointly developed a recommended presentation format that is used in this report.

The FIRST rating system includes twenty-one individual indicators.

Out of a possible 100 points, El Paso ISD scored 94 of 100.

The 2023-2024 (Fiscal Year 24) and 2022-2023 (Fiscal Year 23) District Status Detail is presented in the Appendix section of this report. The Status Detail reports indicate a history of a high ranking in the District's financial management. These reports are derived from the District's audited financial statements and other information submitted to TEA via the Public Education Information Management System, also known as PEIMS.

DISCLOSURES

Other disclosures required in the report are:

1. Superintendent employment contracts are posted to the District's website in lieu of this report.

2. Reimbursements received by the Superintendent and Board of Trustees for Fiscal Year 2024.

3. Outside compensation and/or fees received by the Superintendent for professional consulting and/or other personal services in the Fiscal Year 2024.

4. Gifts received by the executive officer(s) and Board of Trustees (and first-degree relatives, if any) in the Fiscal Year 2024.

5. Business transactions between the school district and Board of Trustees for the Fiscal Year 2024.

In summary, El Paso ISD has achieved the State's highest rating of "Superior Achievement" for 22 years and a rating of "Above Standard" for the 2017-2018 year.

Reporting requirements for the financial management report for School FIRST public hearing are found in **Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing, Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System.** This rule describes requirements for the disclosures explained below that will be presented as appendices in the Schools FIRST financial management report.

DISCLOSURES

1. Superintendent Employment Contracts

The school district is to provide a copy of the Superintendent employment contract that is effective on the date of the School FIRST hearing in the calendar year 2025. In lieu of publication in the School FIRST financial management report, the school district may choose to publish the interim Superintendent's employment contract on the school district's Internet site. **If published on the Internet**, the contract is to remain accessible for twelve months.

.

Superintendent Contract -

DISCLOSURES

2. Reimbursements Received by the Superintendent and Board Members for the Fiscal Year 2024.

For the Twelve-month Period Ended June 30, 2024	Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
Description of Reimbursements	Diana Sayavedra	Israel Irrobali	Valerie Ganelon Beals	Isabel Hernandez	Leah Hanany	Daniel Call	Alex Cuellar	Dr. Jack Loveridge	Dr. Joshua Acevedo (Term Ended January 2024)
Meals	$ 3,220.74	$ -	$ 37.83	$ 180.28	$ -	$ 247.63	$ 28.88	$ -	$ -
Lodging	$ 7,340.74	467.18	467.18	3,121.96	492.88	1,101.10	278.29	-	
Airfare	8,814.49	1,910.65	630.92	2,267.55	2,131.32	794.93	1,440.15	279.95	
Transportation	304.48	-	-	23.90	-	244.17	195.64	-	-
Mileage	-	-	-	-	-	-	-	-	-
Registration	720.00	445.00	385.00	865.00	385.00	590.84	710.00	-	385.00
Car Rental	2,108.89	-	-	-	-	-	-	-	-
Fuel	-	-	-	-	-	-	-	-	-
Parking	612.80	-	-	-	-	-	-	-	-
Incidentals/Miscellaneous		-	-	-	-	-	-	-	$ -
Non-Travel Expenses	922.62	-	-	-	-	-	-	-	-
TOTAL	**$ 24,044.76**	**$ 2,822.83**	**$ 1,520.93**	**$ 6,458.69**	**$ 3,009.20**	**$ 2,978.67**	**$ 2,652.96**	**$ 279.95**	**$ 385.00**

Note – The spirit of the rule is to capture all "reimbursements" for fiscal year 2024, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include:
Meals – Meals consumed off of the school district's premises and in-district meals at area restaurants (excludes catered meals for board meetings).
Lodging - Hotel charges.
Transportation - Airfare, car rental (can include fuel on rental), taxis, mileage reimbursements, leased cars, parking and tolls.
Motor fuel – Gasoline.
Other - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on behalf of) to the Superintendent and board member not defined above.

3. Outside compensation and/or Fees Received by the Superintendent for Professional Consulting and/or personal services in the Fiscal Year 2024.

For the Twelve-month Period Ended June 30, 2024	Superintendent
Name(s) of Entity(ies)	Diana Sayavedra
TOTAL	**$ -**

Note – Compensation does not include business revenues from the Superintendent or Interim Superintendent's livestock or agricultural-based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.

DISCLOSURES

4. Gifts Received by the Executive Officer(s) and Board Members (and First-Degree Relatives, if any) in the Fiscal Year 2024.

For the Twelve-month Period Ended June 30, 2024	Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
	Diana Sayavedra	Israel Irrobali	Valerie Ganelon Beals	Isabel Hernandez	Leah Hanany	Daniel Call	Alex Cuellar	Dr. Jack Loveridge	Dr. Joshua Acevedo
TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Note – An executive officer is defined as the Superintendent unless the board of trustees or the district administration names additional staff under this classification. Gifts received by first-degree relatives, if any, will be reported under the applicable school official.

DISCLOSURES

5. Business Transactions Between School District and Board Members for the Fiscal Year 2024.

For the Twelve-month Period Ended June 30, 2024	Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
	Diana Sayavedra	Israel Irrobali	Valerie Ganelon Beals	Isabel Hernandez	Leah Hanany	Daniel Call	Alex Cuellar	Dr. Jack Loveridge	Dr. Joshua Acevedo
TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Note - The summary amounts reported under this disclosure are not to duplicate the items reported in the summary schedule of reimbursements received by board members.

2024-2025 Ratings Based on 2023-2024 Data

Financial Integrity Rating System of Texas

2024-2025 RATINGS BASED ON SCHOOL YEAR 2023-2024 DATA - DISTRICT STATUS DETAIL

Name: EL PASO ISD(071902)	**Publication Level 1:** 8/8/2025 12:54:09 PM
Status: Passed	**Publication Level 2:** 8/8/2025 4:49:42 PM
Rating: A = Superior Achievement	**Last Updated:** 8/8/2025 4:49:42 PM
District Score: 94	**Passing Score:** 70

#	Indicator Description	Updated	Score
1	Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?	4/23/2025 6:09:49 PM	Yes
2	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	4/23/2025 6:09:49 PM	Yes
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)	4/23/2025 6:09:49 PM	Yes
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)	4/23/2025 6:09:49 PM	Yes Ceiling Passed
			1 Multiplier Sum

2024-2025 Ratings Based on 2023-2024 Data

5	Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/23/2025 6:09:49 PM	Ceiling Passed
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/23/2025 6:09:49 PM	Ceiling Passed
7	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.	4/23/2025 6:09:49 PM	10
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	4/23/2025 6:09:49 PM	6
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.	4/23/2025 6:09:49 PM	10
10	This indicator is not being evaluated.		10
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)	4/23/2025 6:09:49 PM	10
12	What is the correlation between future debt requirements and the district's assessed property value?	4/23/2025 6:09:49 PM	8
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.	4/23/2025 6:09:49 PM	10
14	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.	4/23/2025 6:09:49 PM	10

2024-2025 Ratings Based on 2023-2024 Data

15	Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section.	4/23/2025 6:09:49 PM	5
16	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/23/2025 6:09:49 PM	Ceiling Passed
17	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)	4/23/2025 6:09:49 PM	Ceiling Passed
18	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	4/23/2025 6:09:49 PM	10
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	4/23/2025 6:09:49 PM	5
20	Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?	4/23/2025 6:09:49 PM	Ceiling Passed
21	Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?	4/23/2025 6:09:49 PM	Ceiling Passed
			94 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			94 Score

DETERMINATION OF RATING

A.	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is **F for Substandard Achievement** regardless of points earned.	
B.	Determine the rating by the applicable number of points.	
	A = Superior Achievement	90-100
	B = Above Standard Achievement	80-89
	C = Meets Standard Achievement	70-79
	F = Substandard Achievement	<70

No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.

The school district receives an **F** if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.

2023-2024 Ratings Based on 2022-2023 Data

RATING YEAR 2023-2024 | DISTRICT NUMBER district # | Select An Option | Help | Home

Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON SCHOOL YEAR 2022-2023 DATA - DISTRICT STATUS DETAIL

Name: EL PASO ISD(071902)	**Publication Level 1:** 8/8/2024 6:33:40 PM
Status: Passed	**Publication Level 2:** 8/8/2024 6:33:40 PM
Rating: A = Superior Achievement	**Last Updated:** 8/20/2024 1:39:12 PM
District Score: 92	**Passing Score:** 70

#	Indicator Description	Updated	Score
1	Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?	4/19/2024 6:26:02 PM	Yes
2	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	4/19/2024 6:26:02 PM	Yes
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)	4/19/2024 6:26:02 PM	Yes
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)	4/19/2024 6:26:02 PM	Yes Ceiling Passed
			1 Multiplier Sum

2023-2024 Ratings Based on 2022-2023 Data

5	Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/19/2024 6:26:02 PM	Ceiling Passed
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/19/2024 6:26:02 PM	Ceiling Passed
7	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.	4/19/2024 6:26:02 PM	10
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	4/19/2024 6:26:02 PM	6
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.	4/19/2024 6:26:02 PM	10
10	This indicator is not being evaluated.		10
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)	4/19/2024 6:26:02 PM	8
12	What is the correlation between future debt requirements and the district's assessed property value?	8/20/2024 1:39:11 PM	8
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.	8/20/2024 1:39:12 PM	10
14	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.	4/19/2024 6:26:02 PM	10
15	This indicator is not being evaluated.		5
16	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/19/2024 6:26:02 PM	Ceiling Passed
17	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)	4/19/2024 6:26:02 PM	Ceiling Passed

2023-2024 Ratings Based on 2022-2023 Data

18	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	4/19/2024 6:26:02 PM	10
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	4/19/2024 6:26:02 PM	5
20	Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?	4/19/2024 6:26:02 PM	Ceiling Passed
21	Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?	4/19/2024 6:26:02 PM	Ceiling Passed
			92 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			92 Score

DETERMINATION OF RATING

A.	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is **F for Substandard Achievement** regardless of points earned.	
B.	Determine the rating by the applicable number of points.	
	A = Superior Achievement	90-100
	B = Above Standard Achievement	80-89
	C = Meets Standard Achievement	70-79
	F = Substandard Achievement	<70

No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.

October 21, 2025

EL PASO ISD
it starts with us

2025
Financial Integrity Rating System of Texas (FIRST)

EPISD's Financial Accountability Rating Reporting

Fiscal Year 2023-2024

Maria D. Alonso, CPA, RTSBA
Comptroller, El Paso Independent School District

Financial Integrity Rating System of Texas

- **Purpose**: FIRST aims to support schools in effectively managing their financial resources to maximize funding for direct instructional purposes.
- **Developed by TEA in 1999**: Created to ensure accountability and transparency in the financial management practices of Texas public schools.
- **21 Key Indicators**: Ratings are based on 21 performance measures as established by the Commissioner of Education.
- **Current Status**: 23rd Year of reporting under the FIRST system.

SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

Summary of Statewide Results

Rating	Points Required	Number of Districts in State (with rating)	% of Total Districts
A = Superior	90-100	862	84.68
B = Above Standard	80-89	87	8.55
C = Meets Standard	70-79	49	4.81
F = Substandard	<70 or failed any Critical Indicator	20	1.96

*1,018 School Districts in Texas

SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

2025 School FIRST Categories



In 2025, the following indicators were not evaluated by TEA:
#10 and #15

SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

Summary of EPISD Rating

Critical Indicators	
Indicator	Pass/Fail
#1 Timely Filing of Audit	Pass
#2 Auditor's Opinion	Pass
#3 Timely Debt Payments	Pass
#4 Timely Payment to Gov't Agencies	Pass
#5 Statement of Net Position	Pass

SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

Summary of EPISD Rating

Solvency Indicators	
Indicator	Pass/Fail
#6 Fund Balance (assigned & unassigned)	Pass
#7 Cash on Hand	10
#8 Working Capital Ratio	6
#9 Revenue > Expenditure	10
#10 Budget to Actual Variance-Not evaluated by TEA	10
#11 Total Debt-to-total assets ratio	10
#12 Ability to Pay Debt & Interest	8
#13 Measures % Spent on Administration	10
#14 Measures % Student to Staff Ratio	10

SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

Summary of EPISD Rating

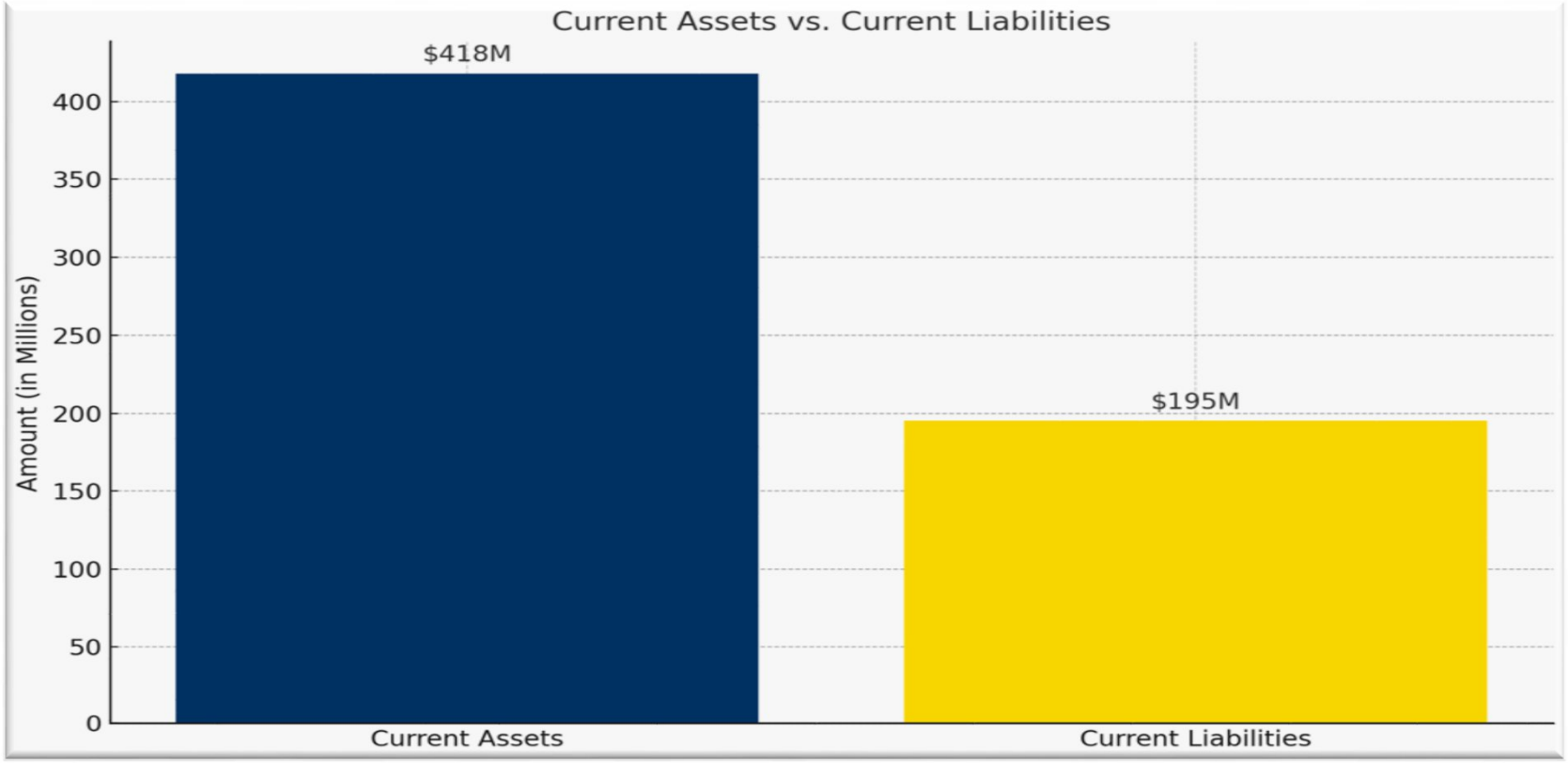
Competency Indicators	
Indicator	Pass/Fail
#15 Measures biennial pupil projection-Not evaluated by TEA	5
#16 Measures quality of financial data reported	Pass
#17 Measures material internal control noncompliance	Pass
#18 Measures material non-compliance with Grants	10
#19 Measures financial transparency	5
#20 District funding discussion with the Board	Passed
#21 Adjusted state revenue repayment schedule	Passed

SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

Indicator 8: Current Assets to Current Liabilities

Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?

District Score: 6 out of 10

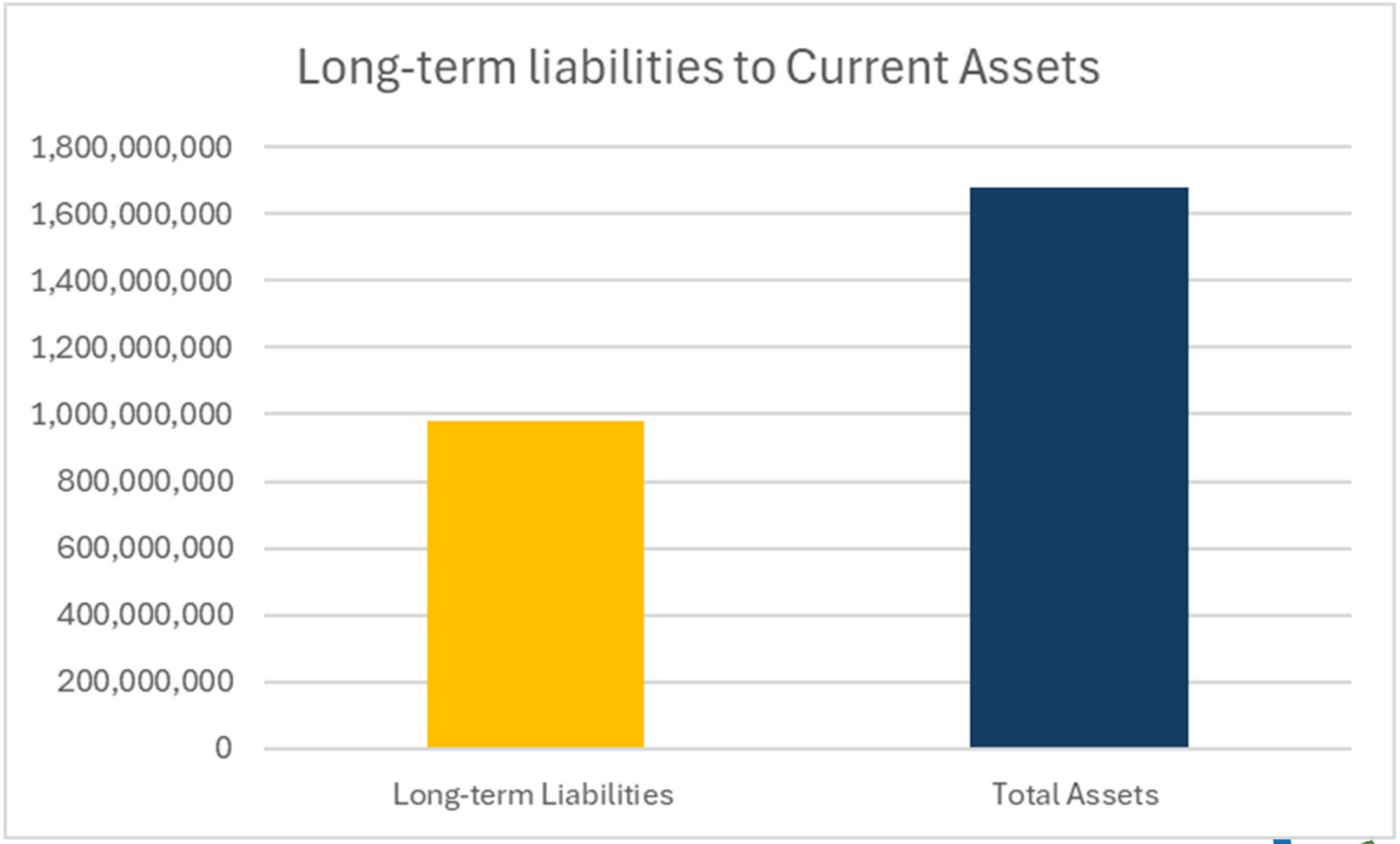


SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

Indicator 11: Long-term liabilities to Current Assets

Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency?

District Score: 10 out of 10
Increased from score of 8 in FY24



SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

Indicator 13: Administrator's Cost Ratio

Was the school district's administrative cost ratio equal to or less than the threshold ratio?
District Administrative Cost Ratio is 5.49%

District Score: 10

El Paso Independent School District
Administrative Cost Ratio Local Comparison
FIRST Report 24-25

Local School Districts	Average Daily Attendance	Administrative Cost Ratio (%)	State Standard
Anthony ISD	688	21.41%	13.11%
Canutillo ISD	5,364	11.52%	10.00%
Clint ISD	9,396	8.79%	10.00%
El Paso ISD	42,935	5.49%	8.55%
Fabens ISD	1,727	11.81%	11.51%
San Elizario ISD	2,701	11.19%	11.51%
Socorro ISD	42,615	5.88%	8.55%
Tornillo ISD	704	12.44%	13.11%
Ysleta ISD	31,762	6.91%	8.50%

EPISD has the lowest ratio in the local area

El Paso Independent School District
Administrative Cost Ratio Peer Comparison
FIRST Report 24-25

Peer Districts in Texas	Average Daily Attendance	Administrative Cost Ratio (%)	State Standard
Plano ISD	44,044	5.33%	8.55%
Arlington ISD	48,541	7.44%	8.55%
El Paso ISD	42,935	5.49%	8.55%
North East ISD	52,395	5.13%	8.55%
Lewisville ISD	45,235	6.16%	8.55%
Aldine ISD	51,030	8.03%	8.55%
Garland ISD	46,797	7.49%	8.55%
San Antonio ISD	37,510	9.86%	8.55%

2025 FIRST Rating For El Paso ISD

Superior Achievement Rating!

Score 94/100

EPISD has received the Highest Rating of Superior Achievement for 22 years.

SCHOOL FIRST
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS

Public Comment

Concerning the Financial Integrity Rating System of Texas (FIRST) Report

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
REPORTS

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Gifted and Talented Redesign Update

JUSTIFICATION STATEMENT:
To provide a comprehensive review of the District's Redesigned Gifted and Talented Program

PURPOSE OF AGENDA ITEM: Informational/Report

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Other

STAFF RESPONSIBILE: Jason Long, Executive Director Advanced Academics; Al Garcia, Chief Academic Officer

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:
Strategic Lever II: Academic Excellence - El Paso ISD empowers all learners to excel in current and future pursuits.

SUMMARY:
This update is essential to evaluate the District's progress in meeting the requirements of the Gifted and Talented program. The review ensures alignment with the Texas State Plan for the Education of Gifted & Talented Students and focuses on six critical areas: Fidelity of Services, Student Assessment, Program Design, Curriculum & Instruction, Professional Development, and Family & Community Engagement. This comprehensive evaluation guarantees that the district's efforts remain compliant with state mandates while effectively preparing gifted students for academic excellence, creative problem-solving, and meaningful contributions to their communities.

This presentation offers a comprehensive review of the District's key data findings, current initiatives, and the implementation timeline, including forthcoming next steps.

Key findings: An overview of the key findings which focused on Fidelity of Services, Student Assessment, Program Design and Curriculum, Professional Development, and Family and Community Engagement.

Current initiatives: A review of the implementation of the district-wide GT monitoring system, expanded assessment and identification processes, development of secondary GT curriculum pathways and enrichment opportunities, enhanced professional development for teachers, and strengthened family engagement efforts.

Implementation Timeline and Next Steps: An overview of the GT implementation plan highlighting priority areas for the 2024/2025 and 2025/2026 school years.

ADMINISTRATIVE RECOMMENDATION/MOTION:

FUNDING SOURCE: N/A **ACCOUNT NO.:** N/A

FISCAL IMPACT AND COST:
N/A

IMPACT ON OTHER FUCTIONS/OPERATIONS:
N/A

CONSEQUENCES OF NON-APPROVAL:
N/A

IMPLEMENTATION TIMELINE:
N/A

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
October Board GT Program Overview Presentation (1).pdf

OCTOBER 2025

EL PASO ISD
it starts with us

EPISD Gifted & Talented Program

A comprehensive review of the GT program.

JASON LONG
Executive Director, Advanced Academics

SARAH ESCANDON
Facilitator (GT), Advanced Academics

Texas State Plan for the Education of Gifted & Talented Students

Provides a framework for Gifted and Talented (G/T) services that should be offered without imposing restrictive regulations. As per the State Plan, services should align with the six aspects of GT design.

Aspects of the Texas State Plan

1. Fidelity of Services
2. Student Assessment
3. Program Design
4. Curriculum & Instruction
5. Professional Development
6. Family & Community Services

"Advanced Academics shall comply with gifted/talented accountability standards and monitor the effectiveness of assessments and services for gifted/talented students."

Texas State Plan for the Education of Gifted & Talented Students

FIDELITY OF SERVICES

Areas in Need of Improvement

1.7	The development and delivery of curriculum for gifted/talented students is monitored regularly by trained administrators.
1.8	District guidelines for evaluation of resources used to serve gifted/talented students are established and used in selecting materials that are appropriate for differentiated learning.
1.9	Curriculum for gifted/talented students is modified based on annual evaluations.

District Comparison

	National		State			Regional		
	Ladue SD St. Louis, MO	Beechwood ISD Fort Mitchell, KY	Fort Bend Fort Bend, TX	Northside San Antonio, TX	Plano Plano, TX	Socorro	El Paso (PAST)	El Paso (CURRENT)
GT Campus Coordinator (stipend)	●			●		●		●
Central Office Support Staff (Curriculum Facilitator)	●		●	●				●
Software Management System				●		●		●
Trend Walk (onsite monitoring & verification)						●		●

"Multiple assessments and criteria will identify students from varied backgrounds for program services, measure diverse abilities and intelligence, and provide students with opportunities to demonstrate their talents and strengths."

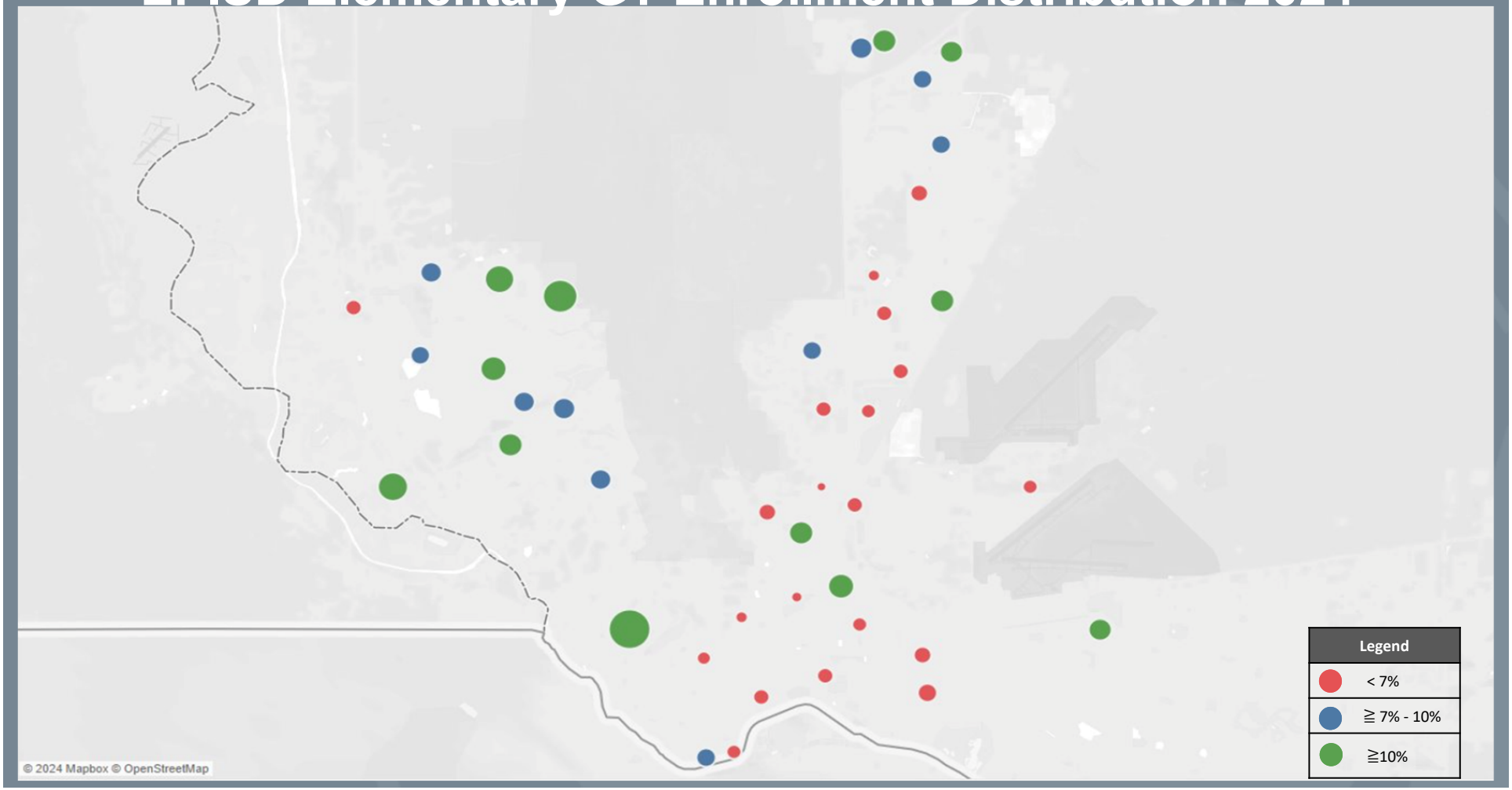
Texas State Plan for the Education of Gifted & Talented Students

STATE ASSESSMENT

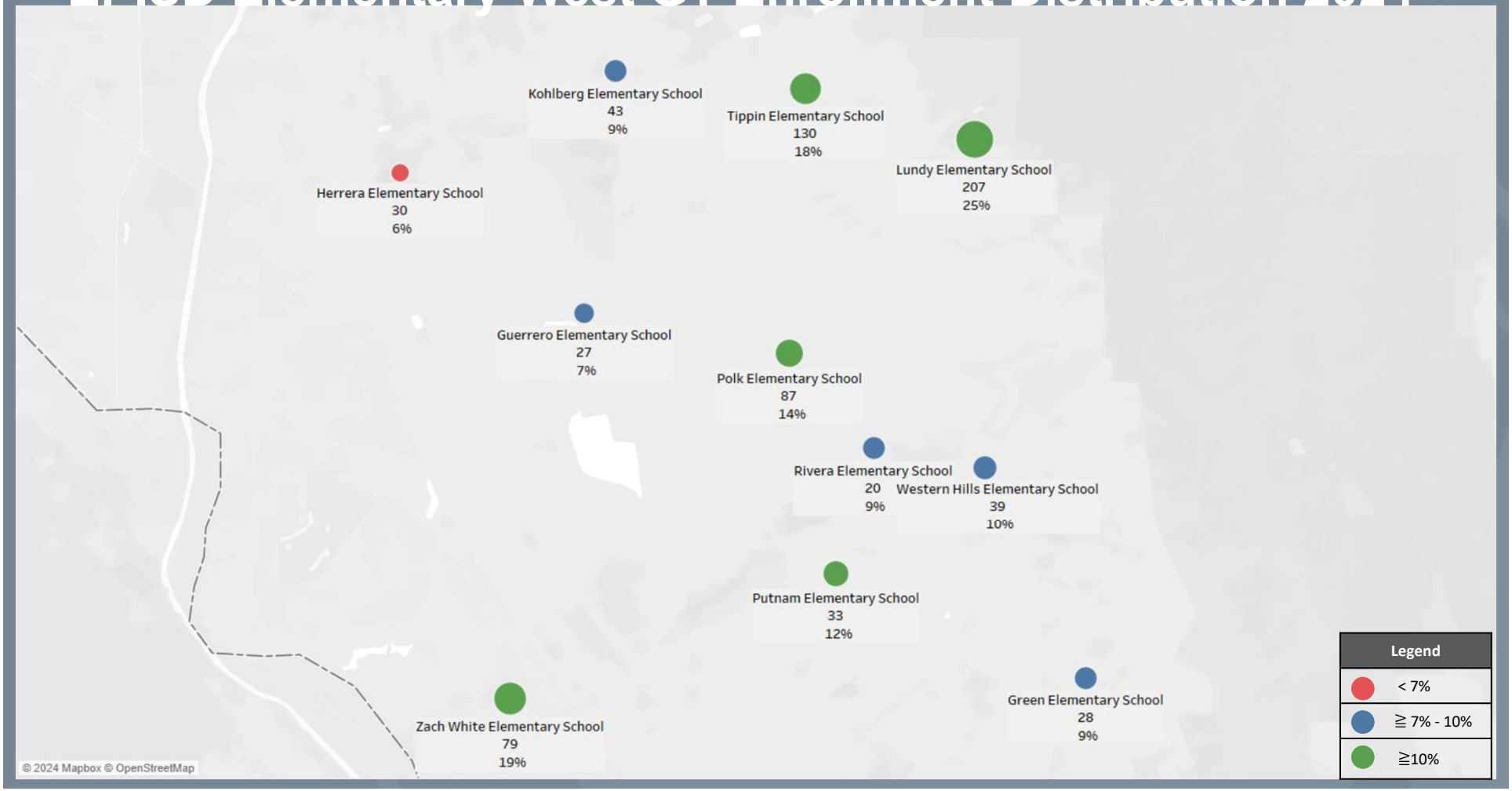
Areas in Need of Improvement

2.25	The population of the gifted/talented program reflects the demographic of the district/campus.

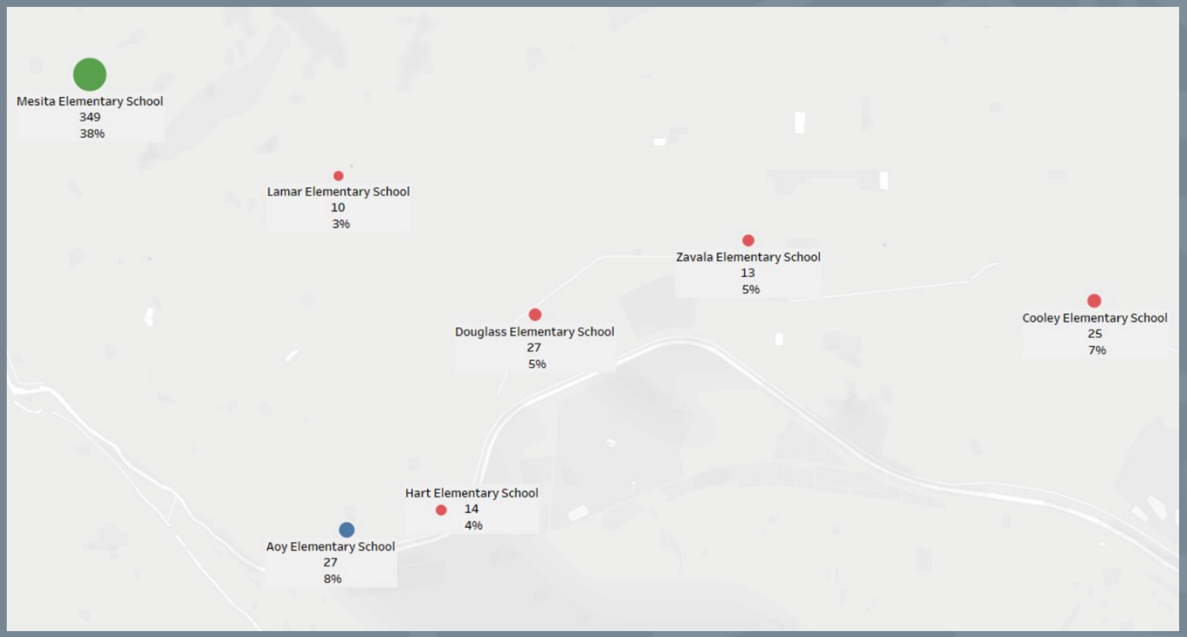
EPISD Elementary GT Enrollment Distribution 2024

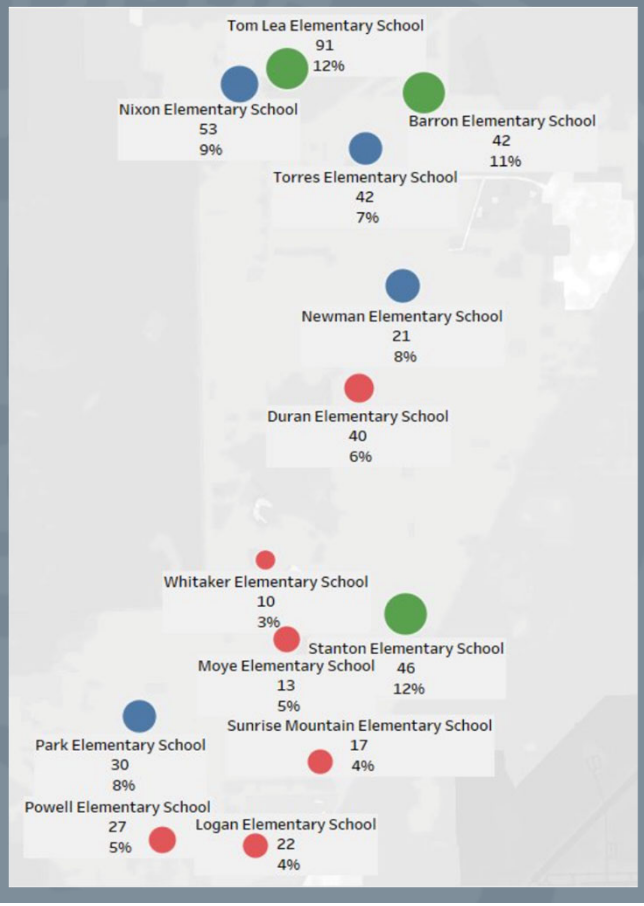


EPISD Elementary West GT Enrollment Distribution 2024



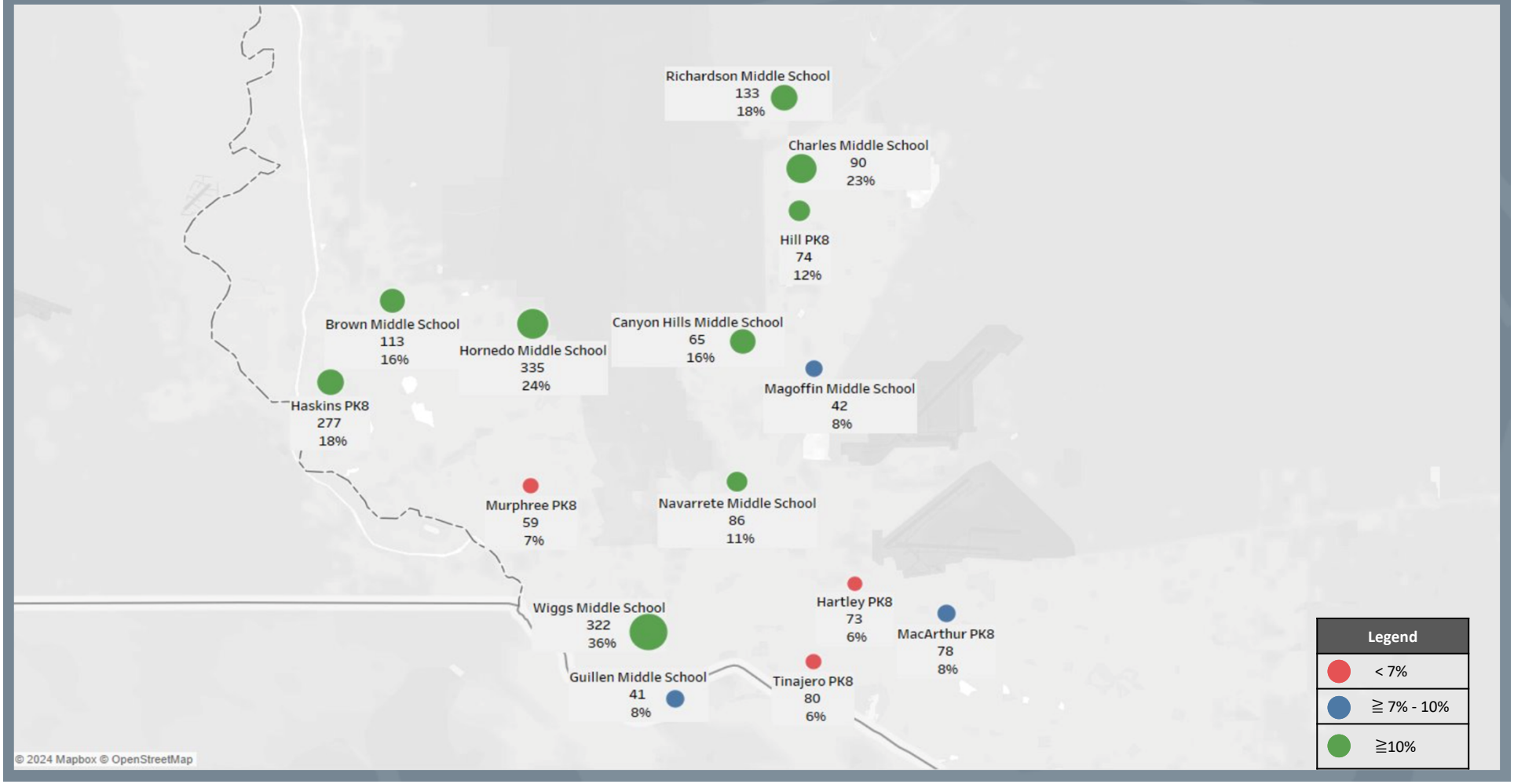
EPISD Elementary Central & North-East
GT Enrollment Distribution 2024



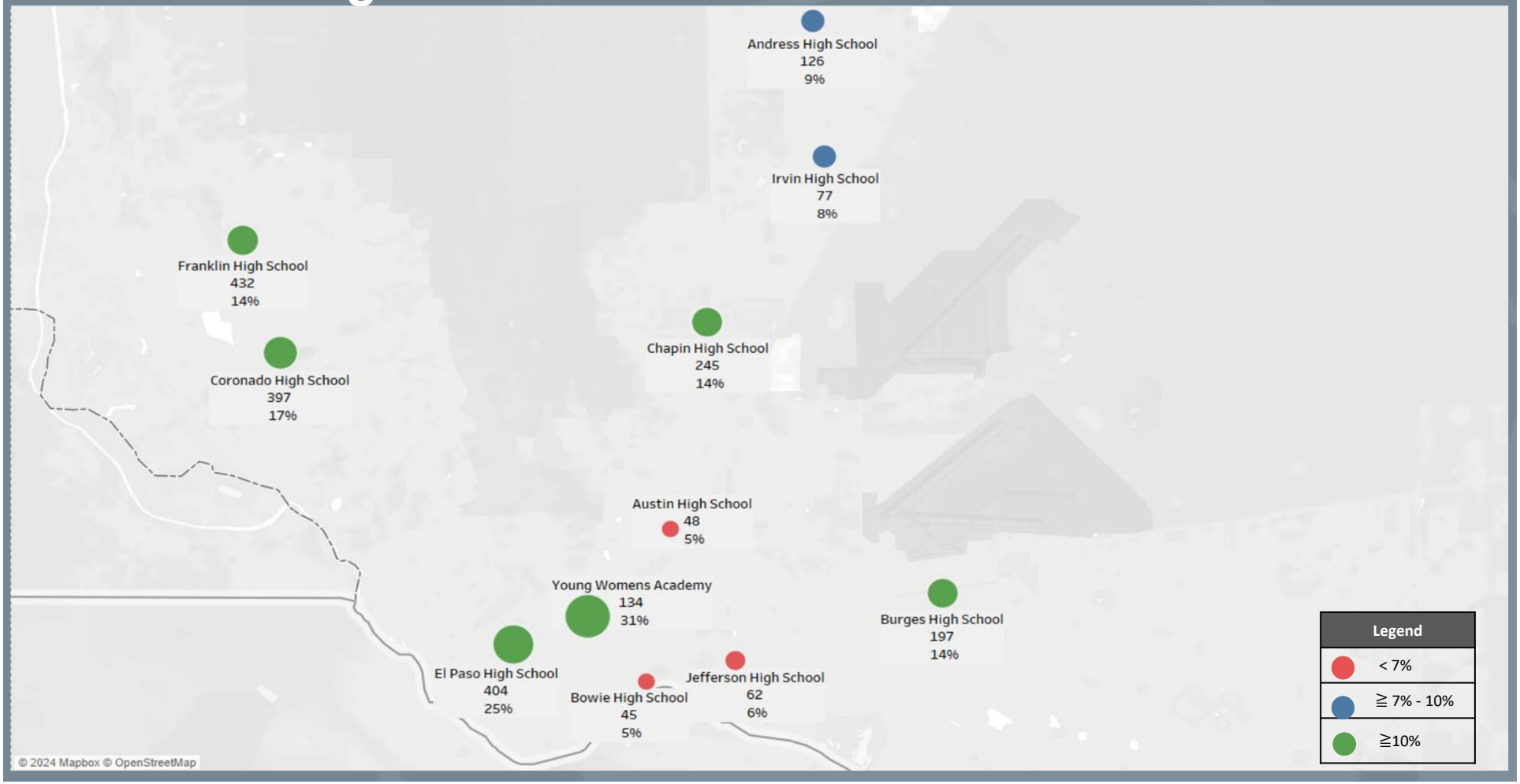


Legend	
	< 7%
	≧ 7% - 10%
	≧10%

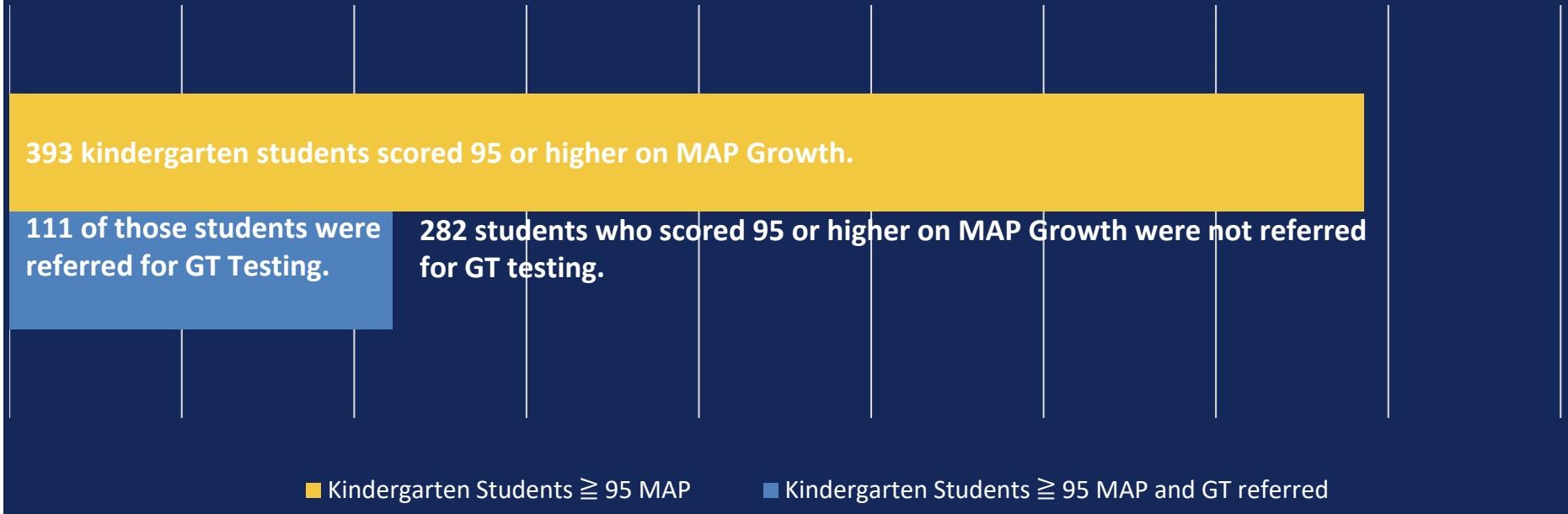
EPISD PK-8 & Middle GT Enrollment Distribution 2024



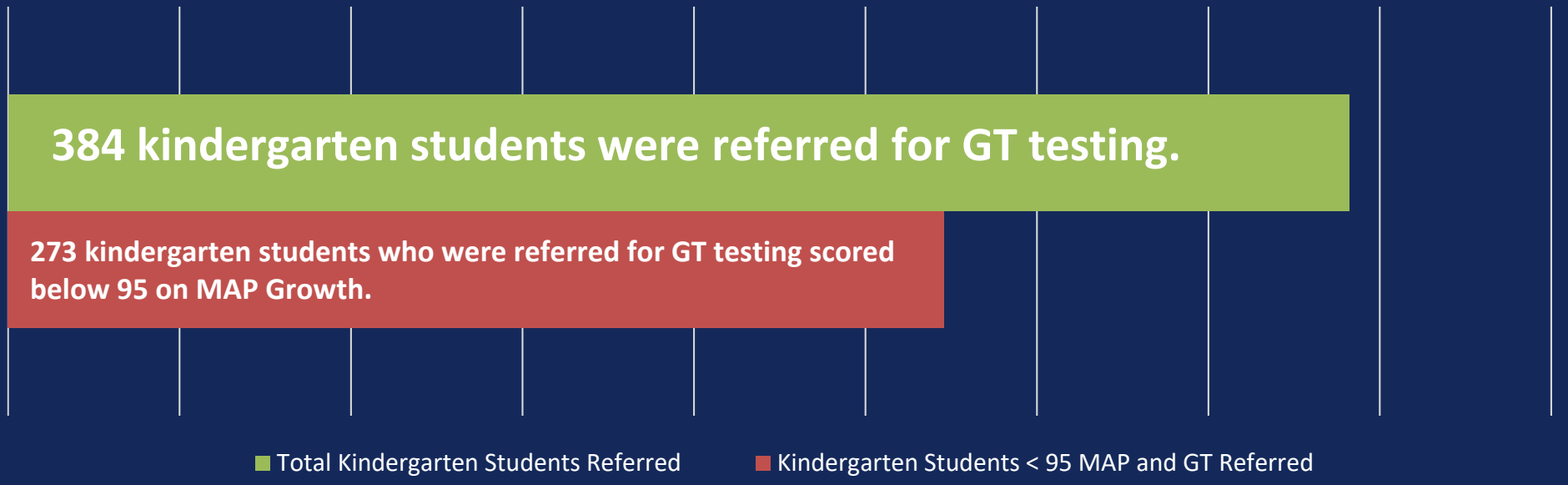
EPISD High School GT Enrollment Distribution 2024



2024 NWEA MAP Growth Analysis: Missed GT Students?



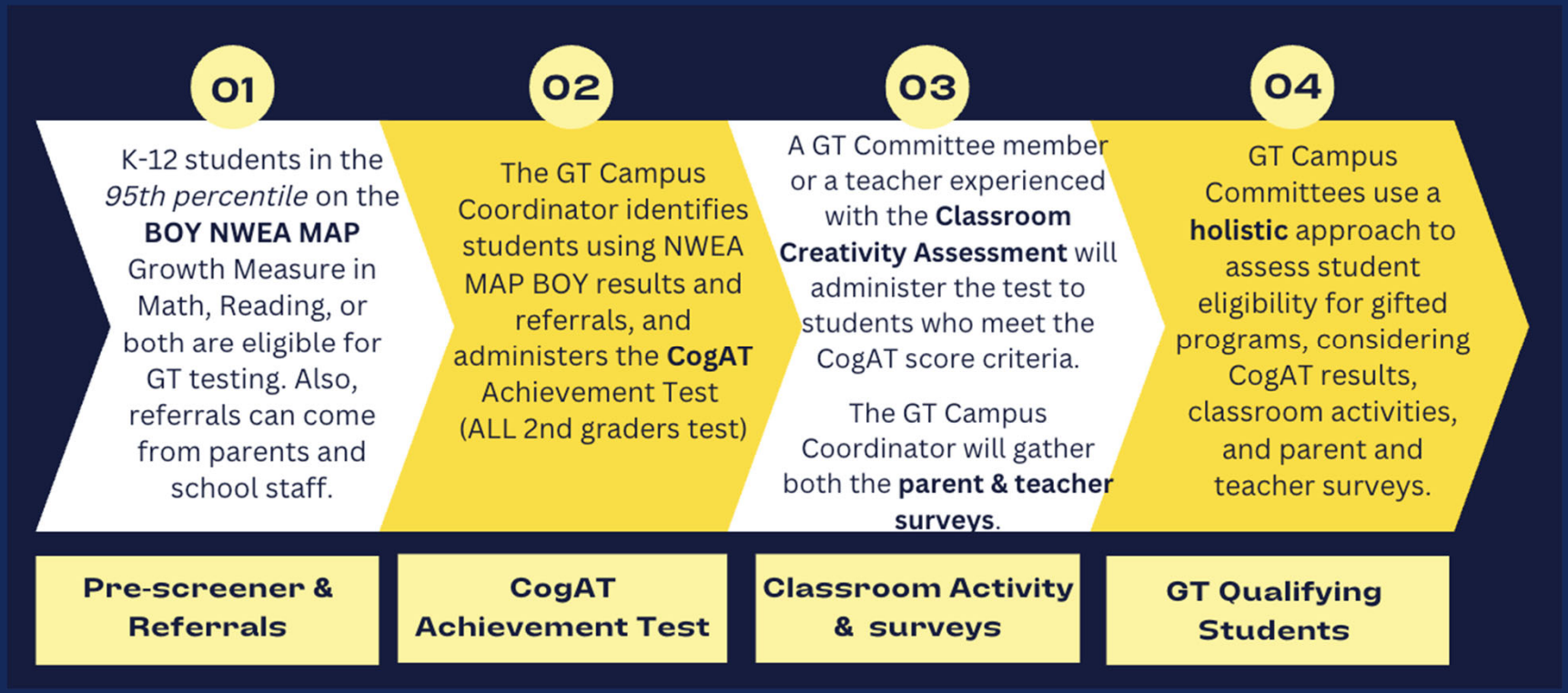
2024 NWEA MAP Growth Analysis: Over-identification?



		National		State			Regional		
		Ladue SD St. Louis, MO	Beechwood ISD Fort Mitchell, KY	Fort Bend Fort Bend, TX	Northside San Antonio, TX	Plano Plano, TX	Socorro	El Paso (PAST)	El Paso (PRESENT)
Referral Process	Any one with direct knowledge				●	●			●
	Campus based (Teacher, Counselor, Admin.)	●		●	●		●	●	●
	NWEA MAPS ★				●				●
	Parent	●	●	●	●		●	●	●
Quantitative Data	CogAT or similar ★			●	●	●	●		●
	Other type of screener	●	●					●	
	Torrence Creativity Test or similar				●		●		
Qualitative Data	Creativity Assessment				●			●	●
	Parent Survey		●	●	●		●	●	●
	Teacher Survey			●	●		●	●	●
Grades Tested	K-12			●	●		●	●	●
	2 ALL ★	●		●	●		●		●
	4 ALL		●						
	5 ALL				●				

Student Assessment

GT Screening & Identification



"Flexible program options shall be supported by appropriate resources to provide a continuum of learning experiences in creative and critical thinking, giving students an array of opportunities to excel due to a curriculum design with depth and complexity, flexible pacing and acceleration, independent study, and assessment."

Texas State Plan for the Education of Gifted & Talented Students

PROGRAM DESIGN / CURRICULUM & INSTRUCTION

Areas in Need of Improvement

3.1, 3.3 & 4.1	Gifted and talented students get year-round comprehensive, structured, and challenging learning opportunities in the four foundational curriculum areas. Parents will be informed of these options.(19 TAC §89.3(3)).
3.2	Sharing info on contests, academic recognition, summer camps, community programs, and volunteer opportunities with parents and community members.
3.5 & 4.2	The program design/services offer flexible grouping patterns and independent investigations throughout. Students can pursue their academic interests through guided and independent research opportunities in selected disciplines.

Areas in Need of Improvement

3.7	Local policies align with State Board of Education's rules on early high school graduation. (TEC §56.203).
3.8, 4.5, & 4.6	Students learn at their own pace and level with flexible pacing with district support. Opportunities are provided to accelerate in areas of student strengths (19 TAC §89.3(4)).
4.8	Resources and release time for staff are provided for curriculum development for gifted/talented services.

		National		State			Regional		
		Ladue SD St. Louis, MO	Beechwood ISD Fort Mitchell, KY	Fort Bend Fort Bend, TX	Northside San Antonio, TX	Plano Plano, TX	Socorro	El Paso (PAST)	El Paso (PRESENT)
Elementary	Intersession/Summer Camps			●				● Mesita -Mundos Unidos Only	●
	GT self-contained			●				● Mesita -Mundos Unidos Only	● Mesita -Mundos Unidos Only
	Inclusion	●	●		●	●	●	●	●
	Pull-out	●	●		●	●		●	● WIN/ADVISORY
Middle	Intersession/Summer Camps			●	●	●	●		●
	GT Elective Course			●	●	●		● Wiggs -Mundos Unidos Only	● Wiggs -Mundos Unidos Only
	GT Mentorship				●				
	Inclusion	●	●		●		●	●	●
	Pull-out	●	●						● WIN/ADVISORY
High	GT Elective Course				●				● GT IS
	GT Mentorship		●	●	●				●
	Inclusion						●	●	●
	Pull-out								● WIN/ADVISORY

EPISD GT Program Definitions

Inclusion

- GT students learn most of their core subjects from a GT-certified teacher or teachers
- Classes include peers who are not identified as GT.
- Teachers provide differentiated instruction and opportunities for enrichment.

Pull-out

- GT students in an inclusion classroom are provided enrichment opportunities such as Texas Performance Standards Projects.
- Students are pulled out with identified GT peers during the day/week, including WIN time and advisory.

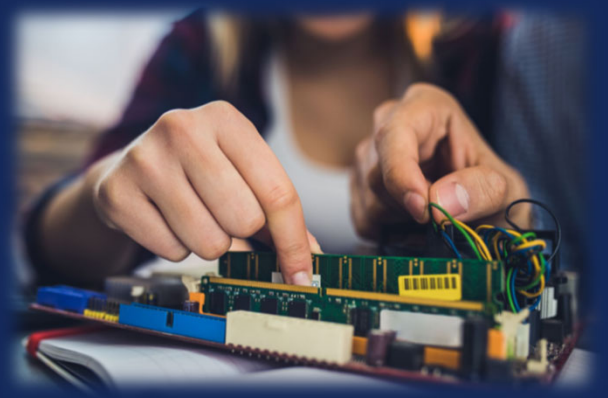
Curriculum and Instruction

Secondary GT Electives Curriculum

2026 - 2027

Grades 6-12 STEM & Social Studies/RLA

- Problem-Based Learning
- Real-world application
- Writing Component
- GT Districtwide EXPO
- GT Graduation Cord



Curriculum and Instruction

Secondary GT Electives Curriculum 2027- YE

✓ Year- At- A- Glance Drafts

2026 – 2027 Year-At-A-Glance

6th Grade Gifted & Talented STEM Elective

First Semester (insert # days)	
1st Nine Weeks (insert # days)	
STEM PBL Unit Theme: Texas Smart City of the Future	
Modules: Launch and Inquiry TEKS: Science: 6.12C ELAR Writing: 6.6B, 6.6C, 6.6D, 6.11B, 6.12	**Modules: Energy & Environment** TEKS: Science: 6.7A Math: 6.3E ELAR Writing:
Modules: Engineering & Infrastructure TEKS: Math: 6.8D Science: 6.4B ELAR Writing:	**Modules: Water & Waste Systems** TEKS: Science: 6.6A ELAR Writing:
Modules: Technology & Coding TEKS: Science: Technology: 126.14 Math: 6.5C ELAR Writing:	**Modules: Financial Planning & Math Applications** TEKS: Math: 6.14B ELAR Writing:
Modules: Prototype & Model Building TEKS: Science: 6.4A Math: 6.8C ELAR Writing:	**Modules: Showcase & Reflection** TEKS: ELAR Writing: 6.6B, 6.6C, 6.6D, 6.11B, 6.12

2026-2027 Year at a Glance (YAG) MS GT Elective 6th Grade

First Semester (77 Days)	
1st Nine Weeks: (46 Days) August 3-October 6	
SS/ELAR PLB Unit 1 Theme: Research, Critical Thinking, & Geography (Days) Dates	
Module 1- Research & Critical Thinking (10 Days) Social Studies TEKs- 20A, 20B, 20C, 20D, 21A,21B,21C, 21D, 21E, 21F RLA TEKS 6.5A,6.5B, 6.5C, 6.5E, 6.5G, 6.6A, 6.6C, 6.6E, 6.9B, 6.9C	**Module 2- Geography Basics (10 Days)** Social Studies TEKs-3A,3B, 3C, 3D, 4A, 4B, 5A, 5B, 5C, 20A, 20B, 20C, 20D, 21A,21B,21C, 21D, 21E, 21F RLA TEKS-6.5A,6.5B, 6.5C, 6.5E, 6.5G, 6.6A, 6.6C, 6.6E, 6.9B, 6.9C,
Module 3- Geography & Civilization (PBL) (12 Days) Social Studies TEKs-3A,3B, 3C, 3D, 4A, 4B, 5A, 5B, 5C, 20A, 20B, 20C, 20D, 21A,21B,21C, 21D, 21E, 21F RLA TEKS-6.5A,6.5B, 6.5C, 6.5E, 6.5G, 6.6A, 6.6C, 6.6E, 6.9B, 6.9C	**Module - Knowledge Application (PBL) (14 Days)** Social Studies TEKs-3A,3B, 3C, 3D, 4A, 4B, 5A, 5B, 5C, 20A, 20B, 20C, 20D, 21A,21B,21C, 21D, 21E, 21F RLA TEKS-6.10A,1.10B, 6.10C, 10.10D, 6.10E
2nd Nine Weeks: (34 A/ 19 B Days) October 19- December 18	
SS/ELAR PLB Unit 2 Cultural Diversity (Days) Dates	
Module 1- Defining Culture (PBL) (11 Days) Social Studies TEKs- RLA TEKS-	**Module 2 –Language, Ideas & Beliefs**
Module 3 –Cultural Similarities & Differences Social Studies TEKs RLA TEKS	**Module 4 Knowledge Application** Social Studies TEKs RLA TEKS

Curriculum and Instruction Writing Plan

Secondary GT Electives Curriculum

2026 - 2027

October - January 2025/2026	February - April 2026	May - July 2026	August - December 2026	January - March 2026
Drafts **Grades 6-12** **Year At a Glance** STEM & Social Studies/RLA *Currently identifying resources to ground GT curriculum	**Drafts** **First nine weeks Unit Guides** • STEM- four grade levels (two facilitators) • Social Studies/RLA- two grade levels (one facilitator)	**Drafts** **Second nine weeks Unit Guides** • STEM- four grades levels (two facilitators) • Social Studies/RLA- two grade levels (one facilitator)	**Drafts** **Third nine weeks Unit Guides** • STEM- four grades levels (two facilitators) • Social Studies/RLA- two grade levels (one facilitator)	**Drafts** **Third nine weeks Unit Guides** • STEM- four grades levels (two facilitators) • Social Studies/RLA- two grade levels (one facilitator)

Curriculum Documents Drafts to be Created Per Grade level

- Year At a Glance (YAG)
- Scope and Sequence
- Unit Guides (module essentials, content mastery, learning outcomes, recommended PBL components, recommended writing component, scaffolding activities, misconceptions, Quick checks for understanding, etc.)
- Nine Weeks Assessments
- Blueprint (TEKS)
- Performance Tasks (with rubrics)
- Recommended local resources and fieldtrips

Essential Components

- Appropriate funding for GT resources
- Additional funding for curriculum support (cadre, fieldtrips, expos)
- Develop teacher professional learning plan
- Schedule teacher professional learning (funding for substitutes, coordination with other departments PL)
- Delivery teacher professional learning
- Review and redesign professional learning

DRAFT

Ongoing professional development shall ensure that all personnel supporting, planning, developing, or delivering services to gifted and talented students have the expertise to offer appropriate options and curricula.

Texas State Plan for the Education of Gifted & Talented Students

PROFESSIONAL DEVELOPMENT

Areas in Need of Improvement

5.3	District support is available for teachers of gifted/talented students in the form of release time or tuition assistance for graduate studies in the field. They are encouraged to pursue advanced degrees in their teaching discipline and/or in gifted/talented education. Release time is also provided for visits to model campuses or districts.
5.4	A professional learning plan for gifted/talented education based on identified needs is implemented and updated annually.
5.7	New teachers get gifted/talented orientation yearly.
5.11	Professional learning activities for gifted education are continuously evaluated against state standards, and results inform future staff development plans.
5.12	Gifted/talented staff plan, review, and/or conduct district's GT professional learning.

			National		State			Regional		
			Ladue SD St. Louis, MO	Beechwood ISD Fort Mitchell, KY	Fort Bend Fort Bend, TX	Northside San Antonio, TX	Plano Plano, TX	Socorro	El Paso (PAST)	El Paso (PRESENT)
30-Hour GT Core	District Created	In-person				●				
		Virtual				●			●	●
	Region	In-person			●	●				●
		Virtual				●				●
	Vendor	In-person	●					●	●	●
		Virtual	●		●			●	●	●
6-hour Update	District Created	In-person				●		●		●
		Virtual				●		●	●	●
	Region	In-person			●	●				●
		Virtual				●				●
	Vendor	In-person			●			●	●	●
		Virtual						●	●	●

Advanced Academics should provide educational services and emotional and social support for families and students, facilitating interaction among schools, the community, administrators, and legislative bodies.

Texas State Plan for the Education of Gifted & Talented Students

FAMILY & COMMUNITY DEVELOPMENT

Areas in Need of Improvement

6.3	Information is shared or meetings are held annually requesting parent and community recommendations regarding students who may need gifted/talented services.
6.4	Parents and community members can join gifted/talented advocacy groups and parent associations.
6.5 & 6.7	Gifted and talented students in grades K-12 have access to enrichment opportunities, and parents are informed of all services, updates, and offerings.

	National		State			Regional		
	Ladue SD St. Louis, MO	Beechwood ISD Fort Mitchell, KY	Fort Bend Fort Bend, TX	Northside San Antonio, TX	Plano Plano, TX	Socorro	El Paso (PAST)	El Paso (PRESENT)
Community Partnerships & Opportunities for Collaboration		●	●			●		●
Family Workshops /Symposiums Opportunities			●			●		●
GT District Plan			●	●		●	●	●
GT Parent Advisory Committee			●					●
GT Program Informational Videos			●	●		●		●
GT Student/Parent Handbook		●	●	●	●			●
Identification & Screening Process	●	●	●	●	●	●	●	●
Program Design			●	●	●	●	●	●
Student Enrichment Opportunities		●	●	●	●	●	●	●

GT Update Timeline

2024 / 2025

1. Fidelity of Services
2. Student Assessment
5. Professional Development

2025 / 2026

3. Program Design
4. Curriculum and Instruction
6. Family-Community Development

Thank You

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
ACTION ITEMS TO BE CONSIDERED AFTER CLOSED SESSION

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Discuss and Take Appropriate Action on Resolution to Declare a Good Cause Exception for House Bill 121, 89th (R), Armed Security Officer Requirement

JUSTIFICATION STATEMENT:
To allow the Board to take action, if needed

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN:

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION:

STAFF RESPONSIBILE:

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:
Section 37.0814 of the Texas Education Code requires the board of trustees of each school district to determine the appropriate number of armed security officers for each district campus. It also requires the board to ensure that at least one armed security officer is present during regular school hours at each district campus and that at least one armed security officer at each campus be a commissioned peace officer, namely a school district peace officer; a school resource officer; or a commissioned peace officer employed as security personnel under Section 37.081 of the Texas Education Code.

Further, Section 37.0814(c) of the Texas Education Code provides that if the board of trustees of a school district is unable to comply with this section, the board may claim a good cause exception if the district's noncompliance is due to the availability of funding or qualified personnel.

ADMINISTRATIVE RECOMMENDATION/MOTION:
It is recommended that the Board adopt the Resolution to Declare a Good Cause Exception for House Bill 121, 89th (R) Armed Security Officer Requirement, as presented.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:
Signed_09.22.25 Resolution to Declare a Good Cause Exception for House Bill 121_89(R) (2026-0114) (1).pdf

Resolution to Declare a Good Cause Exception for House Bill 121, 89th (R)
Armed Security Officer Requirement

WHEREAS, Section 37.0814 of the Texas Education Code requires the board of trustees of each school district shall determine the appropriate number of armed security officers for each district campus;

WHEREAS, Section 37.0814(a) of the Texas Education Code requires the board to ensure that at least one armed security officer is present during regular school hours at each district campus;

WHEREAS, Section 37.0814(b) of the Texas Education Code requires that at least one armed security officer at each campus be a commissioned peace officer, namely a school district peace officer; a school resource officer; or a commissioned peace officer employed as security personnel under Section 37.081 of the Texas Education Code;

WHEREAS, Section 37.0814(c) of the Texas Education Code provides that if the board of trustees of a school district is unable to comply with this section, the board may claim a good cause exception if the district's noncompliance is due to the availability of funding or qualified personnel;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of El Paso Independent School District hereby determines that the District is unable to ensure that at least one armed security officer, as defined by law, is present during regular school hours at each district campus;

BE IT FURTHER RESOLVED that the Board of Trustees determines that:

> The El Paso community is experiencing the same shortage of qualified peace officers as the rest of the State of Texas. Specifically, the City of El Paso Police Department, El Paso County Sheriff's Office, El Paso Independent School District Police Services, Ysleta ISD Police, Socorro ISD Police, UTEP Police, El Paso Community College Police and other local law enforcement agencies are experiencing a shortage of qualified peace officers. In an attempt to alleviate this shortage of qualified peace officers, the District has entered into a Memorandum of Understanding with the City of El Paso Police Department (EPPD) and the El Paso County Sheriff's Office (EPCSO) to hire off-duty EPPD and EPCSO officers as school resource officers as available. In addition, the District Police Services Department has adjusted the duty hours of certified peace officers to ensure greater officer presence during peak times at campuses. At present, these measures have not yet been able to meet all of the new legal requirements.

FINALLY, BE IT RESOLVED that the Board of Trustees, having claimed a good cause exception, will delegate authority to the Superintendent to develop and document an alternative standard with which the district is able to comply, in accordance with Sections 37.0814(d) and (e) of the Texas Education Code.

(signatures follow on next page)

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

Board President signature:

Leah Hanany

Interim Superintendent signature:

Martha Aguirre

Approved as to Form:



Signed: Monday, September 22, 2025

Jason Collins, General Counsel

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
ACTION ITEMS TO BE CONSIDERED AFTER CLOSED SESSION

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Discuss and Take Appropriate Action on Districtwide Intruder Detection Audit Report Findings

JUSTIFICATION STATEMENT:
To allow the Board to take action, if needed

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Law or Rule

STAFF RESPONSIBILE: Manuel Chavira, EPISD Chief of Police

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:

ADMINISTRATIVE RECOMMENDATION/MOTION:
Legal Counsel will recommend any action needed by the Board.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
ACTION ITEMS TO BE CONSIDERED AFTER CLOSED SESSION

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Discuss and Take Appropriate Action on Presentation of Emergency Operations Plan Submitted to Texas School Safety Center

JUSTIFICATION STATEMENT:
To allow the Board to take action, if needed

PURPOSE OF AGENDA ITEM: Action

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION: Law or Rule

STAFF RESPONSIBILE: Manuel Chavira, EPISD Chief of Police

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:

ADMINISTRATIVE RECOMMENDATION/MOTION:
Legal Counsel will recommend any action needed by the Board.

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS:

EL PASO INDEPENDENT SCHOOL DISTRICT

MEETING DATE: OCTOBER 21, 2025
ITEMS ON NEXT MONTH'S AGENDA

Board of Trustees
Executive Summary of Board Agenda Item

TITLE:
Overview of Future Board Meeting Agenda Items

JUSTIFICATION STATEMENT:
To provide an overview of future Board Meeting agenda items

PURPOSE OF AGENDA ITEM: Informational/Report

TO BE HELD IN: Open Session

TEXAS GOVERNMENT CODES:

AUTHORITY FOR ACTION:

STAFF RESPONSIBILE: Martha Aguirre, Interim Superintendent

DISTRICT IMPROVEMENT PLAN OBJECTIVE, GOAL, OR NEED ADDRESSED:

SUMMARY:
November 2025

Action Items
- Approval of Annual Financial Report with Independent Auditor's Report, for Prior Fiscal Year

Reports
- HB3 Report on Early Literacy in Math

ADMINISTRATIVE RECOMMENDATION/MOTION:

FUNDING SOURCE: ACCOUNT NO.:

FISCAL IMPACT AND COST:

IMPACT ON OTHER FUCTIONS/OPERATIONS:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

COMMENTS RECEIVED, IF ANY:

ATTACHMENTS: